COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS'
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, June 18, 2019
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners' Room, 9:30 a.m.

NOTE: Claims will be available for review from 9:00 – 9:30 a.m.

1. Meeting Called to Order by Chairperson.

2. Additions or Deletions to the Agenda – Approval of the Agenda.


4. Employee/Board Comments.

5. Consider Approval of the Minutes of June 4, 2019.

6. Consider Payment of Claims.

7. Consider Other Budget Amendments, Cash Transfers, and Journal Register Report from Treasurer.

8. Old Business – Discuss:

9. New Business – Discuss:
   e. C.O.A. Items – Susan Vander Pol:
      1. Pitney Bowes Lease Contract.
      2. Board Authorization of Senior Activities & Trips.
      3. Veterans Care Agreement.

10. Other Business:

11. Employee/Board Comments.

12. Extended Public Comments (Six Minute Limit).


Note: A quorum of the Board of Commissioners may be present at the Committee meetings.

PUBLIC COMMENT: The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern.

If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
OSCEOLA COUNTY
COMMITTEE OF THE WHOLE MINUTES
JUNE 4, 2019

The Committee meeting was called to order at 9:35 a.m. by Chairman Nehmer.


Also present: Jeremy Beebe-E.M.S. Director, Shane Helmer-E.M.S. Assistant Director, Justin Halladay-Sheriff, John Keathley-Undersheriff, Mark Watkins-E.M.D. Director, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk and several members of the public.

Motion by Commissioner Gregory, seconded by Commissioner Emig, to approve the agenda as amended. Motion carried.

Brief Public Comment: None.

Employee/Board Comments: None.

Moved by Commissioner Gregory, seconded by Commissioner Custer, to approve the minutes of May 21, 2019 as presented. Motion carried with unanimous voice vote.

Recommended by Commissioner Elkins, seconded by Commissioner Custer, to approve the claims of the County in the amount of $49,011.22. Recommendation was unanimously supported.

Budget Amendments, Cash Transfers, Journal Register
None were received.

Road Commission Update
Alan Gingrich, Road Commissioner, shared some Road Commission comprehensive review materials. He reviewed the paperwork provided including their organizational chart, 2018 financial information and various statistics within the report. Discussion was held regarding brine projects and costs associated with the brining. He also shared information within the report regarding costs associated with various work done by the County Road Commission.

E.M.S./R.F.P. Results for Rescue Taskforce Equipment
Jeremy Beebe, E.M.S. Director, Shane Helmer, E.M.S. Assistant Director, and Mark Watkins, E.M.D. Director, summarized the process of acquiring the Rescue Taskforce Equipment up to today’s meeting. Jeremy explained the vests to be purchased and who will be eligible for using these vests. He explained other equipment and its intended use. Mark Watkins reported the training is already in place, however the next step is to obtain the equipment needed. Jeremy explained the funding for the project and the various grants being used to help cover the cost of the equipment. Discussion was held.

Recommended by Commissioner Elkins, seconded by Commissioner Michell, to approve purchase of equipment for the E.M.S. Rescue Taskforce Equipment project as presented in the amount of $64,034.35. Recommendation was unanimously supported.

E.M.S. Fee Schedule for 2019 Fall EMT Class
Jeremy Beebe, E.M.S. Director, spoke to the Board about the 2019 Fall EMT class. He spoke about the need for more E.M.S. personnel and 1st responders throughout the State. He asked the Board to waive fees for any Fire Department employees within Osceola County in hopes of increasing in the positions. Discussion was held.
Recommended by Commissioner Gregory, seconded by Commissioner Michell, to approve waiving the fee of $600 paid to the County for the 2019 Fall E.M.T. Class for local fire department members. Recommendation was unanimously supported.

**Bad Debt Report 2019 January-April**
Jeremy Beebe, E.M.S. Director, asked the Board to approve the bad debt report for January 2019 through April 2019 as required by County Auditors. A brief discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Emig, to approve the bad debt write-offs for the E.M.S. Department in the amount of $72,953.36 as presented. Recommendation was unanimously supported.

**Training Room/E.M.S.**
Susan Vander Pol, County Coordinator, shared a response from Landmark Design Group, P.C. regarding proposed drawings for an E.M.S. Training Room Project. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Custer, to approve the bid with Landmark Design Group, P.C. for the E.M.S. Training Room Project drawings for $5,500.00 as presented. Recommendation was unanimously supported.

**Purchase of MDT Computers**
Sheriff Justin Halladay and Undersheriff John Keathley spoke with Board members about the need for updated computer equipment for use in patrol cars. Discussion was held regarding the use and need for the equipment requested.

Recommended by Commissioner Gregory, seconded by Commissioner Michell, to authorize the purchase of three Sheriff's Department MDT computers as presented with payment from the 245 Fund. Recommendation was unanimously supported.

**Sale of Cellebrite Computer**
Sheriff Justin Halladay and Undersheriff John Keathley asked Board members to consider the sale of a Cellebrite Computer which is specially designed equipment for specifically mobile forensics. Justin advised the employee who was able and trained to use the equipment has retired, and no one else has the knowledge required to operate the equipment. The equipment is seven (7) years old and we must pay a licensing fee of $3500/year to maintain. Discussion was held.

Recommended by Commissioner Michell, seconded by Commissioner Elkins, to waive the County’s Fixed Asset Capitalization & Disposal Policy regarding “Disposition by Sale” for equipment and approve the sale of the Sheriff Department’s Cellebrite Computer equipment to Calutech Digital Services LLC of Holland for $3,000. Recommendation was unanimously supported.

**C.O.A. Transportation for Activities**
Susan Vander Pol, County Coordinator, updated Board members on the recent request for MOTA to help transport seniors for various activities. She explained how Area Agency on Aging funding cannot be used for MOTA transportation and other alternatives they are reviewing with MMRMA.

**Update on C.O.A. Director Vacancy**
Susan Vander Pol, County Coordinator, updated Commissioners on the progress of finding a new C.O.A. Director.

Employee/Board Comments: Karen Bluhm, County Clerk, shared the recently received invitation from Retired Senior Volunteer Program (RSVP) for their 46th Annual Senior Recognition Program on June 13, 2019.
Extended Public Comment: Alan Gingrich, Road Commissioner, reported the use of the property North of Evart by the Road Commission.

Sandra Keller, Hersey Township, had questions she wanted Susan Vander Pol to answer. Ms. Vander Pol invited her to come to her office for these questions, noting public comment was not the proper procedure for this type of interaction.

Moved by Commissioner Gregory, seconded by Commissioner Emig, to adjourn at 11:03 a.m. Motion carried unanimously.

Karen J. Bluhm, County Clerk

Jack Nehmer, Chairman
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

FUND: General ( ) 245 Capital ( ) Special Revenue ( )
Debt Service ( ) Other ( )

REVENUE:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
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<th>INCREASE</th>
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</thead>
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<tr>
<td>Fed Grant 111B</td>
<td>273.120.520.000</td>
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<td>$(20,000)</td>
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EXPENSES:

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<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
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</thead>
<tbody>
<tr>
<td>Temp Emply</td>
<td>273.133.702.004</td>
<td>$(9,000)</td>
<td>$(_______)</td>
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<tr>
<td>Eica</td>
<td>273.133.719.000</td>
<td>$(800)</td>
<td>$(_______)</td>
</tr>
<tr>
<td>Travel Exp</td>
<td>273.133.810.000</td>
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<td>$(_______)</td>
</tr>
<tr>
<td>Travel Exp</td>
<td>273.160.910.000</td>
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<td>$(_______)</td>
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<td>$(_______)</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$(20,000)</td>
<td>$(20,000)</td>
</tr>
</tbody>
</table>

Department Head Signature

4/3/19 Date
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

FUND: General ( ) 245 Capital ( ) Special Revenue ( )
Debt Service ( ) Other ( )

REVENUE:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
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<tbody>
<tr>
<td>Appt FB</td>
<td>230.000.099.001</td>
<td>($<em><strong>,</strong></em>)</td>
<td>($2,600)</td>
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<th>ACCT. NAME</th>
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</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>230.000.931.000</td>
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<td>($<em><strong>,</strong></em>)</td>
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<tr>
<td>Fund Balance</td>
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<td>($<em><strong>,</strong></em>)</td>
<td>($<em><strong>,</strong></em>)</td>
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</tbody>
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TOTAL ($___,___) ($___,___)

Community Corrections
Department/Head Signature

Board of Commissioners/Representative
Recorded ( ) Motion/Resolution No. _
Budget Amendment No. ___

6-4-19 Date
TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

FUND:  General 245 Capital Special Revenue ( ) Debt Service Other ( )

REVENUE:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
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<td>245.120.695.000</td>
<td>$(<em><strong>,</strong></em>)</td>
<td>$(3,000)</td>
</tr>
<tr>
<td>Sale Taxables</td>
<td>101.290.432.000</td>
<td>$(<em><strong>,</strong></em>)</td>
<td>$(3,000)</td>
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EXPENSES:

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<tr>
<th>ACCT. NAME</th>
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<tr>
<td>Trans Out</td>
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<td>$(<em><strong>,</strong></em>)</td>
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<tr>
<td>Sheriff Dep- Vehicles</td>
<td>245.905.971.005</td>
<td>$(3,000)</td>
<td>$(<em><strong>,</strong></em>)</td>
</tr>
<tr>
<td>Sheriff Dep- Vehicles</td>
<td>245.905.971.005</td>
<td>$(<em><strong>,</strong></em>)</td>
<td>$(<em><strong>,</strong></em>)</td>
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<tr>
<td>Sheriff Dep- Vehicles</td>
<td>245.905.971.005</td>
<td>$(<em><strong>,</strong></em>)</td>
<td>$(<em><strong>,</strong></em>)</td>
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<tr>
<td>TOTAL</td>
<td>$(6,000)</td>
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EXPLANATION: $ from sale of Colleges Computer house for MOT's in Patrol Cars
COUNTY OF OSCEOLA

AUTHORIZATION TO TRANSFER FUNDS

The County Treasurer is hereby directed to transfer funds in the following manner:

<table>
<thead>
<tr>
<th>FUND/ACCT</th>
<th>BUDGETED</th>
<th>TRANSFER</th>
<th>REMAINING</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM:</td>
<td>101</td>
<td>$3,000</td>
<td>$</td>
</tr>
<tr>
<td>TO:</td>
<td>245</td>
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</tr>
</tbody>
</table>

COMMENTS: Sale of Cellebrite computer to use for MOT's and patrol cars

The above transfer has been appropriated by the Board of Commissioners by previous resolution and may be less than the full amount appropriated in the source fund. The appropriating action was by:

( ) Appropriation Act
( ) Budget Resolution
(✓) Transfer Resolution

The County Treasurer is to complete the transfer within three business days following the date of this authorization order. A copy of the executed transfer is to be issued to the County Clerk. Should the County Treasurer be unable to complete the transfer, in whole or in part, within the time prescribed, a statement will be sent to the authorizing party within the same time limit, giving reason why the transfer can not be completed.

(✓) By direction of the Board
( ) By direction of the Finance Committee

Date: 6-18-2019

Chairman

Finance Chairperson
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

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<tr>
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<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
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</thead>
<tbody>
<tr>
<td>Transfer Fee</td>
<td>280.120.695000</td>
<td>($67,500)</td>
<td>($______)</td>
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<tr>
<td>App.-Fund Bal</td>
<td>280.120.699001</td>
<td>($______)</td>
<td>($67,500)</td>
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<tbody>
<tr>
<td>Admin Fee</td>
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<td>Capital Outlay</td>
<td>280.120.989000</td>
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<td>($______)</td>
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<tr>
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<td>($69,000)</td>
<td>($69,000)</td>
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</tbody>
</table>

C.O.A. Department

Department Head Signature

Recorded ( ) Motion/Resolution No.
Budget Amendment No.

Date

EXPLANATION: Budget Entry Error correction $67,500

a Computer purchase
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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<th>INCREASE</th>
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<tbody>
<tr>
<td>App Fund 2</td>
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<tr>
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<th>DECREASE</th>
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<tr>
<td>Comm Dept</td>
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</tr>
<tr>
<td>Building 1</td>
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<tr>
<td>Building 2</td>
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<tr>
<td>B.O.C.</td>
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<td>$(8,800)</td>
<td>$(8,800)</td>
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</tbody>
</table>

EXPLANATION: Walk through scanner, Community Development and BOC computers.
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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FUND: General ( ) 245 Capital ( ) Special Revenue ( )
Debt Service ( ) Other _______ ( )

REVENUE:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
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<tbody>
<tr>
<td>State Grant Vets</td>
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<tr>
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<th>DECREASE</th>
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</thead>
<tbody>
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<td>Capital Veh</td>
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<tr>
<td>Equipment</td>
<td>101.682.931.002</td>
<td>$( 2,500)</td>
<td>$(______)</td>
</tr>
<tr>
<td>Fica</td>
<td>101.682.749.002</td>
<td>$( 1,550)</td>
<td>$(______)</td>
</tr>
<tr>
<td>Payroll</td>
<td>101.682.702.002</td>
<td>$( 9,450)</td>
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<tr>
<td>Training</td>
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<td>$(______)</td>
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<tr>
<td>TOTAL</td>
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<td>$(50,000)</td>
<td>$(50,000)</td>
</tr>
</tbody>
</table>

Department Head Signature: ____________________________

Veterans Services

Department

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No.

Budget Amendment No. __________

6.13.19 Date

EXPLANATION: Grant wages, vehicle, computer and training.
<table>
<thead>
<tr>
<th>Journal Number</th>
<th>GL Number</th>
<th>JNL Date</th>
<th>Description</th>
<th>CR</th>
<th>DR</th>
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<td>05/07/2019</td>
<td>TRANSFER IN OTHER FUNDS</td>
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<td></td>
<td>101-965-999.025</td>
<td></td>
<td>TRANSFER OUT 245/RP VEHICLE</td>
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<td>6,300.00</td>
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<td></td>
<td>101-330-932.000</td>
<td></td>
<td>VEHICLE MAINTENANCE</td>
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<td>6,300.00</td>
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<td>SHERIFF DEPARTMENT</td>
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<td>10170</td>
<td>280-120-648.000</td>
<td>05/09/2019</td>
<td>LIQUID REIMBURSEMENT (COA)</td>
<td>5,000.00</td>
<td>5,000.00</td>
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<td>280-120-805.003</td>
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<td>LIQUID RESOURCE</td>
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<td>280-120-699.001</td>
<td>05/13/2019</td>
<td>APPROPRIATED FUND BALANCE</td>
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<td></td>
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<td>CAPITAL OUTLAY</td>
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<td>1,300.00</td>
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<tr>
<td></td>
<td>280-120-808.000</td>
<td></td>
<td>CONTRACTED SERVICES</td>
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<tr>
<td>10185</td>
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This Intergovernmental Agreement ("the Agreement") is made between the West Michigan Regional Medical Consortium (WMRMC) 1675 Leahy Street, Suite 308B, Muskegon, MI 49442 and Osceola County, a Michigan Municipal Corporation hereafter referred to as the Political Subdivision. The term of this agreement is from the date of execution through May 31, 2020, the end of the FY 2017 Homeland Security Grant.

PURPOSE OF THE GRANT The FY 2017 Homeland Security Grant Program supports State and local efforts to prevent terrorism and other catastrophic events, and prepares the nation for the threats and hazards that pose the greatest risk to the security of the United States.

PURPOSE OF AGREEMENT The WMRMC and the Political Subdivision enter into this Agreement for the purpose of delineating the relationship and responsibilities between the WMRMC and the Political Subdivision, and the Region 6 Homeland Security Planning Board, regarding the FY 2017 Homeland Security Grant Program ("Grant Program") and use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or backfill/overtime with Grant Program funds.

The WMRMC was designated Fiduciary for the FY 2017 Homeland Security Grant Program by the Region 6 Homeland Security Planning Board.

The WMRMC accepted the position of Fiduciary and as a result entered into the FY 2017 Homeland Security Grant Program Agreement with the State of Michigan.

It is hereby recognized by both parties that the State of Michigan, Michigan Department of State Police, Audit Office, has determined that the subgrantee is collectively the WMRMC and the Region 6 Homeland Security Planning Board.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. WMRMC RESPONSIBILITIES

   ➢ The WMRMC shall comply with all requirements set forth in the Grant Program Agreement between the WMRMC and the State of Michigan.
➢ The WMRMC shall comply with all requirements set forth in the FY 2017 Homeland Security Grant Program Guidance.

➢ The WMRMC shall purchase equipment with Grant Program funds in accordance with the WMRMC’s purchasing policies and procedures. The Region 6 Homeland Security Planning Board shall determine what type of equipment will be purchased and who shall receive such equipment.

➢ Per the FY 2017 HSGP Agreement requirements, the WMRMC (the Subrecipient) shall create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313. Within 30 days of the end of the WMRMC’s fiscal year, the WMRMC must supply a copy of this inventory to the Michigan State Police.

➢ The WMRMC shall transfer ownership and legal title to the Political Subdivision designated by the Region 6 Homeland Security Planning Board for equipment purchased with Grant Program advanced funds, via the Transfer of Ownership Agreement. The WMRMC’s Medical Director shall execute the Transfer of Ownership Agreement and the Osceola County Board Chairman shall execute the Transfer of Ownership Agreement on behalf of the Political Subdivision.

➢ The WMRMC shall notify each Political Subdivision at the end of its fiscal year of the dollar amount of equipment that has been purchased for the Political Subdivision and the dollar amount reimbursed the Political Subdivision for the purchases it made.

➢ The WMRMC shall reimburse or purchase services for the Political Subdivision with Grant Program funds, as directed by the Region 6 Homeland Security Planning Board. Such funds shall only be transferred or services purchased after the applicable Request for Reimbursement Form is properly executed by the Parties including proof of payment if required. The WMRMC’s Medical Director shall execute the Forms and the Osceola County Board Chairman shall execute the Forms on behalf of the Political Subdivision.

➢ The WMRMC shall reimburse the Political Subdivision as directed by the Region 6 Homeland Security Planning Board, with Grant Program funds for salaries and backfill/overtime for authorized Political Subdivision employees and/or agents. Such funds shall only be transferred after the applicable Request for Reimbursement Form is properly executed by the Parties including proof of payment if required. The WMRMC’s Medical Director shall execute the Forms and the Osceola County Board Chairman shall execute the Forms on behalf of the Political Subdivision.

➢ The WMRMC shall provide an executed copy of this Agreement to the Political Subdivision.

2. POLITICAL SUBDIVISION RESPONSIBILITIES

➢ Activities implemented under the SHSP must support national terrorism preparedness by building or enhancing capabilities related to preventing, preparing for, protecting against or responding to acts of terrorism to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support
preparedness for other hazards. This dual-use quality must be demonstrated for an activity to be eligible.

➢ Upon receipt of equipment purchased with advanced Grant Program funds, the Political Subdivision shall execute the Transfer of Ownership Agreement for each piece of equipment. The Political Subdivision will not obtain title to the equipment and will not be permitted to use the equipment until the WMRMC receives an executed Transfer of Ownership Agreement. The Political Subdivision agrees to be bound by all terms and conditions of the Transfer of Ownership Agreement.

➢ The Political Subdivision recognizes that a portion of the FY 2017 Homeland Security Grant Program is allocated directly to the thirteen counties; with the stipulation that all county projects must be approved by the Region 6 Homeland Security Planning Board and be consistent with regional investments established by the Grant and specified in the Project Workbook.

➢ Upon execution of the Transfer of Ownership Agreement, the Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:

  ▪ Operation of the equipment;
  ▪ Maintenance and repair of the equipment;
  ▪ Replace or repair equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
  ▪ Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
  ▪ Insurance for the equipment if required by law or if the Political Subdivision deems appropriate in its discretion;
  ▪ Training for use of the equipment, if training is not included with the purchase of the equipment; and
  ▪ Liability for all Claims arising out of the Political Subdivision’s use of the equipment;
  ▪ Report any disposal of the equipment to the WMRMC.

➢ The Political Subdivision shall comply with and shall use the equipment and program funds in accordance with the FY 2017 Homeland Security Grant Program Guidance and the applicable, Alignment and Allowability Form (AAF) or equivalent form used by MSP, approved by the State of Michigan. If the actual use is not consistent with what is stated in the approved AAF, the Political Subdivision shall be responsible for disallowed costs or audit exceptions.

➢ The Political Subdivision shall keep the WMRMC informed of the location of the equipment and confirm this annually. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home-base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the WMRMC upon execution of the
Transfer of Ownership Agreement and continue until three (3) years after the close of this Grant Program.

➢ The Political Subdivision shall list all equipment transferred to it pursuant to the Transfer of Ownership Agreement on its Schedule of Expenditures of Federal Awards.

➢ The Political Subdivision shall make any equipment purchased with Regional Homeland Security dollars and housed with the Political Subdivision available for use to other jurisdictions within Region 6 when requested and available.

➢ Except for equipment that is disposable or expendable, the Political Subdivision shall inform the WMRMC if it plans to dispose of the equipment and work with the WMRMC regarding any issues associated with disposal of the equipment.

➢ The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment and program funds, including but not limited to costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.

➢ The Political Subdivision shall make the equipment available to the WMRMC and State and Federal Auditors upon request.

➢ Prior to reimbursement for the purchase of services and/or salaries or backfill/overtime, the Political Subdivision shall properly execute the applicable Request for Reimbursement Forms and any other applicable forms the WMRMC deems necessary for such reimbursements or purchases. The Political Subdivision shall not receive reimbursement for services, salaries, and/or overtime until all applicable Request for Reimbursement Forms are properly executed including proof of payment if required. The WMRMC, in its sole discretion, shall determine if the Request for Reimbursement Forms are properly executed.

➢ The Political Subdivision shall comply with the WMRMC’s purchasing policies and procedures.

➢ Supplanting is not permitted.

3. REGION 6 HOMELAND SECURITY PLANNING BOARD RESPONSIBILITIES

The Parties agree and acknowledge that the Region 6 Homeland Security Planning Board shall have the following responsibilities:

➢ Utilize a regional approach in reviewing and approving projects;

➢ Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivision in the Region;

➢ Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;

➢ Hold public meetings, guided by the Michigan Open Meetings Act;
Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State Homeland Security Grant Program requirements;

Establish sub-committees and/or project managers to carry out its work;

Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and be responsible for compliance with the FY 2017 Grant Program guidance, and the investments therein.

Determine (i) what will be purchased with the Grant Program funds, (ii) what equipment each Political Subdivision will receive, and (iii) convey this information to the WMRMC immediately after such determinations are made.

4. DURATION OF INTERGOVERNMENTAL AGREEMENT

This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party and shall end when terminated and/or cancelled pursuant to Section 6. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

5. ASSURANCES

Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement and the FY 2017 Homeland Security Grant Program Guidance.

Each party shall assure professional conduct and cooperative work. Should concerns or complaints arise from either a representative of the Political Subdivision or of the WMRMC; they should be submitted in writing on letterhead and be signed by the county administrator, city manager or executive director, as appropriate. A period of 30 days must be given for response to the concern/complaint, after which all parties will attempt to resolve the issues.

The Political Subdivision shall assure that a request by its representative to the Region 6 Homeland Security Planning Board to submit a petition to the Michigan State Police to terminate its Grant Agreement with the WMRMC will only be through a resolution of its governing body, which will be copied to the WMRMC. The request to Michigan State Police would be governed by the terms of the Grant Agreement. The WMRMC
may give 30 days’ notice directly to Michigan State Police of its intent to cancel the Grant Agreement, in accordance with provisions in that agreement.

6. TERMINATION OR CANCELLATION OF AGREEMENT

Either Party may terminate and/or cancel this Agreement upon thirty (30) days’ notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation shall remain valid and govern the Parties’ duties and obligations regarding equipment transferred to the Political Subdivision, and the Parties shall execute Transfer of Ownership Agreements for all equipment ordered by the WMRMC prior to the date of termination and/or cancellation.

7. NO THIRD PARTY BENEFICIARIES.

Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

8. DISCRIMINATION

The Parties shall not discriminate against their employees, agents, applicants for employment, or other persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

9. PERMITS AND LICENSES

Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

10. RESERVATION OF RIGHTS

This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

11. DELEGATION/SUBCONTRACT/ASSIGNMENT

Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

12. NO IMPLIED WAIVER

Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to
any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

13. SEVERABILITY

If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

14. CAPTIONS

The section and subsection numbers, captions, and any indexes to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

15. NOTICES

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

➢ If Notice is sent to the West Michigan Regional Medical Consortium, it shall be addressed and sent to: Jerry Evans, MD, Medical Director, WMRMC, 1675 Leahy Street, Suite 308B, Muskegon, MI 49442.

➢ If Notice is sent to the Political Subdivision, it shall be addressed and sent to:

   Osceola County — Jack Nehmer, Chairman
   301 W. W?then Ave., Reed City, MI 49677

➢ Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

16. GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
17. AGREEMENT MODIFICATIONS OR AMENDMENTS

Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

18. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Jerry Evans, MD, Medical Director, West Michigan Regional Medical Consortium, hereby acknowledges that he has been authorized by a resolution of the West Michigan Regional Medical Consortium, to execute this Agreement on behalf of the West Michigan Regional Medical Consortium, and hereby accepts and binds the West Michigan Regional Medical Consortium to the terms and conditions of this Agreement.

EXECUTED: ________________ DATE: ________________
Jerry Evans, MD, Medical Director
West Michigan
Regional Medical Consortium

WITNESSED: ________________ DATE: ________________

IN WITNESS WHEREOF, [Signature], hereby acknowledges that he/she has been authorized by a resolution of the [Board of Commissioners], to execute this Agreement on behalf of [Escuela County], and hereby accepts and binds [Escuela County] to the terms and conditions of this Agreement.

EXECUTED: ________________ DATE: 6-15-19

WITNESSED: ________________ DATE: ________________
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The section and subsection numbers, captions, and any indexes to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

15. NOTICES

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

➢ If Notice is sent to the West Michigan Regional Medical Consortium, it shall be addressed and sent to: Jerry Evans, MD, Medical Director, WMRMC, 1675 Leahy Street, Suite 308B, Muskegon, MI 49442.

➢ If Notice is sent to the Political Subdivision, it shall be addressed and sent to:

Oscoda County  Jack Nehmer, Chairman
301 W. Upton Ave, Reed City, MI 49677

➢ Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

16. GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
17. AGREEMENT MODIFICATIONS OR AMENDMENTS

Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

18. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Jerry Evans, MD, Medical Director, West Michigan Regional Medical Consortium, hereby acknowledges that he has been authorized by a resolution of the West Michigan Regional Medical Consortium, to execute this Agreement on behalf of the West Michigan Regional Medical Consortium, and hereby accepts and binds the West Michigan Regional Medical Consortium to the terms and conditions of this Agreement.

EXECUTED: ___________________________ DATE: __________________
Jerry Evans, MD, Medical Director
West Michigan
Regional Medical Consortium

WITNESSED: ___________________________ DATE: ________________

IN WITNESS WHEREOF, (Signature), hereby acknowledges that he/she has been authorized by a resolution of the (Signature) to execute this Agreement on behalf of (Signature), and hereby accepts and binds (Signature) to the terms and conditions of this Agreement.

EXECUTED: ___________________________ DATE: 6-18-19

WITNESSED: ___________________________ DATE: ________________
ANNUAL REPORT OF BALANCE IN LAND SALE PROCEEDS ACCOUNTS

In accordance with MCL 211.78m (8) (h), this written report is presented to the Board of Commissioners no later than June 30, the second calendar year after foreclosure.

Net Balance in Land Sale Proceeds Account

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Foreclosed Year</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>2012</td>
<td>$ 75,613.95</td>
</tr>
<tr>
<td>2010</td>
<td>2013</td>
<td>$ 34,179.68</td>
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<tr>
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<td>2014</td>
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Contingent Liabilities

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<td>$61,647.25</td>
</tr>
<tr>
<td>2014</td>
<td>$133,455.98</td>
</tr>
</tbody>
</table>

General reserve against potential claims, currently unknown. $440,283.94

Subtotal Liabilities $440,283.94

Available for transfer to General Fund **0.00

This report is prepared by Lori Leudeman, Osceola County Treasurer.
Provided to the Osceola County Board of Commissioners June 18, 2019

**Per members of our legal team, counties are advised to be cautious about allowing transfer of any excess sale funds to the General Fund pending the outcome of the excess sale funds lawsuit.
May 28th, 2019

Osceola County
Attn: Jackie Campbell
732 W 7th St
Evart, MI 49631

Re: Contract #: 0040029340 Case # 21887650

Due to an internal processing error you have not been receiving invoices for the lease contract number referenced above. As a result, you have had use of the equipment without making any payments since 3/30/2017. We apologize for this inconvenience and have outlined two suggestions for repayment below. Please review carefully and check the box to indicate which option works best for you:

☐ Option A: Pay the outstanding balance of $1,620.00, which represents all unpaid invoices from 3/30/2017 to 5/28/2019. Your lease invoicing will then resume its normal billing cycle until the lease end date of 3/29/2021.

☒ Option B: Only pay open invoices dating from 7/1/18 to 5/28/2019. Your original lease start date of 3/30/2016 will be replaced with a new lease start date. Your lease will then continue for your original term of 60 months. Any payments you've already made will be applied first, and then your normal billing cycle will resume.

If you chose Option B, please sign below and return this letter to us no later than May 31st, 2019. If we do not receive your response by May 31st, 2019, we will proceed with Option A.

Please reply and acknowledge which option you would like to exercise.

We are committed to working with you and we appreciate your cooperation. If you should need further assistance please reply via the email received.

Thank you for choosing Pitney Bowes.

PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC

This email message may contain confidential, proprietary and/or privileged information. It is intended only for the use of the intended recipient(s). If you have received it in error, please immediately advise the sender by reply email and then delete this email message. Any disclosure, copying, distribution or use of the information contained in this email message to or by anyone other than the intended recipient is strictly prohibited. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of the Company. Thank you.
PITNEY BOWES LEASE AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE

Your Business Information
OSCEOLA COUNTY

FAC Conversation ID

Billing Information

Pitney Bowes Lease Agreement ( diese)

Date: 2/2/2016

Fax Server
2/5/2016 4:33:27 PM PAGE 5/009 Fax Server
FEB/05/2016/FRI 04:34 PM Osceola C.O.A. FAX No. P.002

8360612-002

Verification Number

Information

Your Business Needs

Your Payment Plan

Your Signature Below

Lessee Signature
Larry Enrig

Print Name
Chairman

Title: 2 - 2 - 16

Date: oscadmin@osceolacounty.com

Sales Information

John Bailey

Account Rep Name: 473

Fax Server
2/5/2016

Fax Server
PITNEY BOWES LEASE TERMS AND CONDITIONS

1. DEFINITIONS

1.1 The following capitalized terms that are not defined in this Agreement are defined in the Pitney Bowes Terms. PBFI is the manufacturer of the equipment. PBGF5, a wholly-owned subsidiary of PBFI, provides you with the leasing services.

2. AGREEMENT

2.1 You are leasing the Equipment listed on the Order.

2.2 You may not assign this Lease for any reason. All payment obligations are unconditional.

2.3 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor with respect to the Equipment.

3. PAYMENT TERMS

3.1 We will invoice you in advance each quarter for all payments on the Order (a "Quarterly Payment"). You will make each Quarterly Payment by the date due shown on your invoice.

3.2 Your Quarterly Payment may include an equipment fee, amounts carried over from a previous unexpired term, software license and maintenance fees and other charges. Any rental that has been improperly billed will be refunded to you.

3.3 Any rental fees and SLA fees (collectively "PBFI Payments") will be included with your Quarterly Payment. After the Initial Term, your Quarterly Payment will increase.

4. EQUIPMENT OWNERSHIP

We own the Equipment. PBFI owns any Major. Except as stated in Section 6.5, you will not have the right to become the owner of the Equipment at the end of this Agreement.

5. LEASE TERM

The lease term is the number of months stated on the Order ("Lease Term").

6. END OF LEASE OPTIONS

6.1 During the last 30 days before your Lease ends, you may, if not in default, select one of the following options:

(a) enter into a new lease with us;
(b) purchase the Equipment as is, where is, for fair market value; or
(c) return the Equipment and Meter in the original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will be supplied by us, either property pack and return them to us through the return box and with the shipping label provided by us or furnish them to such service center as we specify to pick up and ship them to us.

6.2 If you do not select one of the options in Section 6.1, you will be deemed to have agreed to enter into successive extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us written notice (at least 30 days prior to the lease's end) that you do not wish to extend your lease. Upon cancellation, you will agree to either return all items pursuant to Section 6.1(c) or purchase the equipment.

7. WARRANTY AND LIMITATION OF LIABILITY

7.1 PBFI PROVIDES YOU WITH THE LIMITED WARRANTY IN THE PITNEY BOWES TERMS.

7.2 PBGF5 MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

7.3 WE ARE NOT LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

8. EQUIPMENT OBLIGATIONS

8.1 Condition and Repair. You will keep the Equipment free from items and in good repair, condition, and working order.

8.2 Inspection. We may inspect the Equipment and related maintenance records.

8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

9. RISK OF LOSS AND VALUEMAX® PROGRAM

9.1 Risk of Loss. (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBFI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").

(b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.

(c) To protect the Equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance written by a company with the consent of us in writing, or (ii) in accordance with Section 6.5 of this Lease, arrange an insurance program with us in writing.

(d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you do not provide evidence of insurance, or an insurance program acceptable to us under our requirements detailed in Section 9.1(c), the Equipment will be your responsibility until we are notified of your insurance program.

(e) We will provide written notice reminding you of your insurance obligations described above in Section 9.1(c).

(f) If the Equipment is insured in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.

(g) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or the associated fees, nor are they overseeing our financial condition.

10. NON-APPROPRIATION

10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your LeaseTerm. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds were requested, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of the request, or (ii) our refusal to provide written notice reminding you of your insurance obligations described above in Section 9.1(c).

11. EARLY TERMINATION

11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such representations in determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the then present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supersede Section 65.2(b) of the Pitney Bowes Terms.

12. MISCELLANEOUS

12.1 It is more than one lessor is named in this Lease, liability is joint and several.

12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT FOR THE LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.
DATE: June 12, 2019

TO: Board of Commissioners

FROM: Susan M. Vander Pol

RE: COA Activities and Trips

The Board of Commissioners has recently given permission for the Commission on Aging department to do The Taste of Osceola event annually and two field trips (Ludington and TV 9&10).

In planning the activities and trips, we utilize guidance from the Area Agency on Aging of West Michigan, County Health Department, Michigan Municipal Risk Management Authority and the county's policies and procedures and also obtain permission from the Board of Commissioners for the events.

I am asking for guidance and the Board of Commissioners to consider granting permission to do future activities and trips for seniors through the Commission on Aging department within the scope of direction of the Board of Commissioners and with approval of the County Coordinator. This would streamline our processes and the Board of Commissioners would not have to consider and approve each individual activity the department wishes to provide to the seniors. The Board of Commissioners would still be informed of what activities/trips are occurring and when, so they may also participate if they want.

By streamlining the process, it may help this part of our programming expand to provide additional services and activities. It will also assist in working with a new Director in this capacity for planning.

Thank you for your consideration.
| **Agency Name:** Osceola County Commission on Aging |
|**Group/Individual National Provider Identifier (NPI):** 1205205903 |
| **Taxonomy Code:** |
| **Does your agency have staff with individual licenses/NPI’s?** |
| □ Yes – Please include copy of license/NPI/DEA or malpractice information (if required) |
| □ No – only facility license/policy required |
| **Tax ID:** 38-6004880 |
| **Have you been set up for electronic payment and billing with the Department of Veterans Affairs?** |
| □ Yes – only update if you have had a banking change. |
| □ No – Please complete VA Form 10091 (enclosed) and ensure enrollment with Change Healthcare |
| Change Healthcare: VA’s clearing house for claims (888) 545-6127 |
| **Physical Address of Clinic (Please use back of form to list any additional locations):** |
| 732 West 7th Street, Evart, MI 49631 |
| **Phone Number:** 231.734.5559 | **Fax Number:** 231.734.6009 |
| **Billing Address:** PO Box 594, Evart, MI 49631 |
| **Point of Contact:** Marcla Elsing |
| **E-Mail Address:** meising@osceolacoa.org |
| **Attach Copy of Staff Training Policy (Homemaker/Private Duty/Respite Agencies Only)** |

**Please return completed form to:**

Aleda E. Lutz VA HCS  
ATTN: Michelle Sorie 11CI  
Office of Community Care  
Michelle.Sorie@VA.GOV

P: (989) 497.2500 ext. 11501  
F: (989) 321.4974
A. GENERAL

This Veterans Care Agreement (Agreement) is entered into by and between the undersigned entity or provider (Provider) and the U.S. Department of Veterans Affairs (VA) (collectively, the Parties) in accordance with section 1703A of title 38, United States Code (U.S.C.) and 38 Code of Federal Regulations (CFR) §§ 17.4100-4135.

B. COVERED SERVICES

1. Provider shall furnish medically necessary hospital care, medical services, and/or extended care services that are authorized by VA in accordance with the terms of this Agreement (Covered Services).

2. This Agreement shall not cover emergency care that is not ancillary to authorized services. In no event shall such emergency care be deemed to have been authorized by VA under this Agreement.

3. Provider shall comply with VA National Formulary policy for prescriptions. Non-formulary medication may be prescribed only if the clinical justification is consistent with VA Non-Formulary policy. VA’s Pharmacy Benefits Management Services website (http://www.pbm.va.gov/nationalformulary.asp) contains the VA National Formulary.

C. AUTHORIZATION OF COVERED SERVICES

1. All Covered Services provided under this Agreement must be authorized in advance by VA through a written or electronic authorization on applicable VA forms. Authorizations will be accompanied by, at a minimum, a consult, the available and relevant medical history of the VA beneficiary, and a list of all medications prescribed to the VA beneficiary as known by VA.

2. Authorizations and accompanying documentation will be issued to Provider by mail, secure fax, or secure email in accordance with Section O. Authorizations may be issued by VA at any time during the Term of this Agreement.

3. Authorizations must contain the Veterans Care Agreement number listed in Section A of this Agreement.

4. Authorizations are only valid for the specific service(s) identified in the authorization and accompanying consult. In the event of a conflict between the authorization and consult, the authorization controls. Standardized Episodes of Care (SEOCs) will be the method used to describe specific services authorized, to include CPT codes. If a SEOC is not available for the services being requested, the episode of care will be defined.

5. Authorizations are only valid for Covered Services performed within the dates specified in the authorization.

6. Provider, and any providers that perform services authorized under this Agreement, shall only furnish Covered Services authorized by VA in accordance with the terms of this Agreement. If Provider determines that additional hospital care, medical services, and/or extended care services are needed that are outside the scope of an existing authorization, Provider must contact VA to request written authorization to furnish such additional hospital care, medical services, and/or extended care services. Provider must receive written authorization from VA in accordance with § C.1, above, prior to furnishing any additional hospital care, medical services, and/or extended care services that are outside the scope of an existing authorization.
7. Authorizations issued by VA under this Agreement, and any Covered Services furnished pursuant to such authorizations, are subject to the terms and conditions of this Agreement. In the event of a conflict between an authorization (or accompanying consult or other documentation) and this Agreement, this Agreement controls.

D. PROVIDER QUALIFICATIONS AND CONDITIONS FOR PROVISION OF COVERED SERVICES

1. Provider shall always be actively certified in accordance with 38 CFR § 17.4110. In no event shall Provider, or any other provider, furnish any services under this Agreement if Provider is not actively certified in accordance with that regulation.

2. Provider, and any providers that perform services authorized under this Agreement, shall have an Active NPI number. Provider shall have a Federal Tax ID number (TIN). Employer Identification Number (EIN) number can be obtained in lieu of a TIN, as applicable. NPI numbers and Provider's Tax ID number shall be provided to VA within 10 business days of request.

3. Provider, and any providers that perform services authorized under this Agreement, shall always be authorized to perform such services in the jurisdiction where such services are delivered, including possessing, if required, a full, active, and unrestricted license in the state or other jurisdiction in which the services are being delivered. Provider shall provide VA with current copies of applicable medical licenses within 10 business days of request.

4. Provider, and any providers that perform services authorized under this Agreement, shall always possess and maintain medical malpractice insurance in an amount in accordance with the laws of the state and locality in which the services are delivered. Such insurance must cover acts and omissions that occur during performance of services authorized under this Agreement. Provider shall provide VA with current copies of applicable medical malpractice insurance coverage within 10 business days of request.

5. Provider certifies that neither it nor any provider performing services authorized under this Agreement has ever experienced a loss of or adverse impact to a certification, credential, privilege, or license. In no event shall any services authorized under this Agreement be furnished by any provider, including Provider, that has ever experienced a loss of or adverse impact to a certification, credential, privilege, or license. Provider shall report in writing, as soon as possible, but not later than fifteen (15) business days after Provider is notified, the loss of or other adverse impact to the certification, credentialing, privileging, or licensing of Provider or any provider authorized by VA, in accordance with Section E, to perform services authorized under this Agreement. Adverse impact shall include, but is not limited to: any action taken to investigate, restrict, suspend or revoke a provider's license or certification to provide hospital care, medical care, or extended care services. VA reserves the right to take action if it becomes aware of an alleged egregious act(s) or a provider's license is under investigation for an alleged egregious act(s) that would place a veteran at risk if seen by that provider.

6. Services authorized under this Agreement shall never be performed by any individual or entity currently excluded from participation in a federal health care program under section 1128 or section 1128A of the Social Security Act (42 U.S.C. §§ 1320a–7 or 1320a–7a) and included on the List of Excluded Individuals/Entities (LEIE) maintained by the U.S. Department of Health and Human Services' Office of Inspector General. Provider shall notify VA within 5 business days of being excluded from participation in a federal health care program under section 1128 or section 1128A of the Social Security Act (42 U.S.C. §§ 1320a–7 or 1320a–7a) or being included on the LEIE.
7. Services authorized under this Agreement shall never be performed by any individual or entity currently identified as an excluded source in the System for Award Management (SAM) database maintained by the U.S. General Services Administration. Such status is denoted by the existence of an “exclusion” record in SAM. Provider shall notify VA within 5 business days of being identified as an excluded source in SAM.

8. Provider, and any providers that perform services authorized under this Agreement, shall always meet and comply with all applicable state and federal laws regarding the prescription of controlled substances.

9. Provider, and any providers that perform services authorized under this Agreement, shall receive and review the evidence-based guidelines for prescribing opioids established by the Opioid Safety Initiative of the Department of Veterans Affairs. By providing Covered Services under this Agreement, Provider certifies that Provider and any providers that perform services authorized under this Agreement have received and reviewed those guidelines prior to performing any such services. Provider, and any providers that prescribe opioids under this Agreement, shall complete VA’s online Community Care Provider Opioid Safety Initiative training course prior to performing any services authorized under this Agreement, except that this requirement does not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date. If VA determines, in its sole discretion and for any reason, that the opioid prescribing practices of any provider conflict with or are otherwise inconsistent with the standards of appropriate and safe care, or may place veterans at risk, VA may prohibit Provider from using such provider to perform services authorized under this Agreement. VA will provide written notice of any such determinations to Provider.

10. Provider, and any providers with an NPI that perform services authorized under this Agreement, shall always meet and comply with all general competency standards and requirements established by VA, except that this requirement does not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date. Provider can request VA’s general competency standards and requirements at any time. Provider, and any providers with an NPI that perform services authorized under this Agreement, shall complete VA’s online General Competency training course prior to performing any services authorized under this Agreement, except that this requirement does not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date.

11. Except as otherwise provided in this paragraph, Provider, and providers that perform services authorized under this Agreement, shall always meet and comply with all applicable competency standards and requirements established by VA for specialized clinical areas, including but not limited to post-traumatic stress disorder (PTSD), military sexual trauma (MST), and traumatic brain injury (TBI), when performing services authorized under this Agreement in those respective clinical areas. Provider can request VA’s applicable competency standards and requirements at any time. Except as otherwise provided in this paragraph, Provider, and providers that perform services authorized under this Agreement in specialized clinical modalities, including but not limited to PTSD, MST, and/or TBI, shall complete any applicable VA online training course for each respective clinical area prior to performing any services authorized under this Agreement in such clinical areas. The requirements of this paragraph do not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date.
E. VA CREDENTIALING, APPROVAL, AND DISAPPROVAL OF PROVIDERS

1. Provider must always provide VA with written notice identifying any providers that may perform services authorized under this Agreement at least 10 business days before any such provider performs any such services. Written notice must contain all applicable providers’ names, NPIs, and any other pertinent information requested by VA. In no event shall any service authorized under this Agreement be performed by any provider about whom VA has not received advance written notice in accordance with the terms of this Agreement.

2. VA will conduct credentialing of Provider, if applicable, and all providers identified by Provider under § E.1 that may perform services authorized under this Agreement. VA’s credentialing will be in accordance with standards and processes determined by VA. Except as otherwise provided in this paragraph, Provider, if applicable, and any provider that performs services authorized under this Agreement shall always be actively credentialed by VA, and Provider must receive written notice from VA that a provider is credentialed prior to permitting such provider to perform any such services. VA will provide written notice of all providers identified under § E.1, above, that are credentialed by VA. VA may suspend credentialing requirements at any time by written notice to Provider. When credentialing requirements are suspended, providers do not need to be actively credentialed by VA to perform services authorized under this Agreement, but must be approved in accordance with § E.3. Any suspension of credentialing requirements will be indefinite, until the suspension is revoked by written notice from VA. Any such revocation will not apply to episodes of care in progress at the time of revocation.

3. When credentialing requirements are suspended, Provider, if applicable, and all providers that may perform services authorized under this Agreement shall always be approved by VA prior to performing any such services. Provider must receive written notice from VA that a provider is approved prior to permitting such provider to perform any such services.

4. VA reserves the right to unilaterally prohibit Provider from permitting any specific provider to perform services authorized under this Agreement. VA is not obligated to provide any reason for prohibiting a specific provider from performing services under this Agreement. VA will provide written notice of any such prohibition to Provider. In no event shall Provider permit a provider to perform services authorized under this Agreement if VA has provided written notice to Provider that such provider is prohibited from performing such services.

F. QUALITY STANDARDS AND MONITORING

Provider, and any providers that perform services authorized under this Agreement, shall always meet and comply with all applicable VA quality standards and requirements. Such standards include, but are not limited to, those pertaining to timely care, effective care, safe care, and Veteran-centered care. Provider can request VA’s quality standards and requirements at any time. Provider must always monitor compliance of all services authorized under this Agreement with all applicable VA quality standards and requirements. Provider shall always provide VA with documentation of the results of such monitoring within 10 business days of request.

G. INSPECTION OF SERVICES

1. Provider shall only tender for acceptance of those services that conform to the requirements of this Agreement. Provider shall provide and maintain an inspection system sufficient to determine and document the conformance of all services provided under this Agreement with all requirements of this Agreement. Complete records of all inspection work performed by Provider shall be maintained and made available to VA during the Term of this Agreement and for one (1) year thereafter.
DEPARTMENT OF VETERANS AFFAIRS  
VETERANS HEALTH ADMINISTRATION (VHA)  
VETERANS CARE AGREEMENT (Continued)

2. VA reserves the right to inspect and test any services authorized and performed under this Agreement, to the extent practicable at all times and places during the Term of the Agreement, including through announced or unannounced site visits to the premises of Provider or any entity or provider involved in performing services authorized under this Agreement. VA shall perform inspections and tests in a manner that will not unduly delay the work.

3. If VA performs inspections or tests on the premises of Provider, or any entity or provider involved in performing services authorized under this Agreement, Provider shall furnish, and shall require any such entity or Provider to furnish, at no increase in price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

4. If any of the services authorized and performed under this Agreement do not conform with requirements of this Agreement, VA may require Provider to perform the services again in conformity with the requirements of this Agreement, at no increase in price. When the defects in services cannot be corrected by reperformance, VA may:
   (a) Require Provider to take necessary action to ensure that future performance conforms to requirements of this Agreement; and
   (b) Reduce the Agreement price to reflect the reduced value of the services performed.

5. If Provider fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with the requirements of this Agreement, VA may:
   (a) By separate contract or agreement, or otherwise, perform the services and charge to Provider any cost incurred by VA that is directly related to the performance of such services; or
   (b) Discontinue the Agreement.

H. MEDICAL RECORDS

1. Provider shall always provide VA with copies of all medical documentation from any Covered Services performed under this Agreement.

2. Initial medical documentation for outpatient care must always be returned within thirty (30) calendar days of the initial appointment. Final outpatient medical documentation must always be returned within thirty (30) calendar days of the completion of the Standard Episode of Care. Medical documentation must always be returned within thirty (30) days from the date of discharge for inpatient care. Any medical documentation requested by VA for appropriate urgent follow up must always be provided to VA upon request. Initial medical documentation is medical documentation associated with the first appointment of a Standard Episode of Care. Final medical documentation is medical documentation that covers the entire Standard Episode of Care.

3. Provider must always submit all medical documentation directly to the VA facility that issued the authorization, via secure electronic submission, where available. Permissible secure electronic submission methods include Health Information Exchange (HIE), HealthShare Referral Manager (HSRM) when available, encrypted email (Virtru Pro), or community viewer. If none of these options are available, Provider must always submit all medical documentation to the mailing address or fax number listed on the authorization.
4. Medical documentation must always be submitted in a legible format and include, at a minimum, the following data elements as applicable to the clinical condition(s) to which the medical documentation relates:
   (a) Encounter notes, to include any procedures performed and recommendations for further testing or follow-up (e.g., discharge summary for inpatient). In lieu of encounter notes, a clinical summary may be provided for ancillary services when appropriate (e.g., physical therapy, occupational therapy, speech and language pathology, and nutrition services).
   (b) Results of community testing or imaging such as MRI or CT scan (images must always be provided to VA upon request).
   (c) Actual results of any ancillary studies/procedures that would impact recommended follow up such as biopsy results (e.g., biopsy results from the provider who recommends a follow up, such as surgery).
   (d) Any recommended prescriptions, medical devices, supplies or equipment, and treatment plans.
   (e) Other medical documentation based on clinical need.

5. Provider must always ensure that all medical documentation includes the following data when sent to VA:
   (a) VA beneficiary's Unique Identifier
   (b) VA beneficiary's full name (including suffix)
   (c) VA beneficiary's date of birth
   (d) Referral number
   (e) Provider/Practitioner Authentication (including typed name and provider phone number)

6. All documents must always be authenticated by the submitting provider. Authentication consists of a written signature, written initials, and/or electronic signatures.

I. PRICES/RATES

VA shall pay, and Provider shall accept, the following amounts as payment for services under this Agreement:

1. Covered Services furnished in Alaska for which a VA Alaska Fee Schedule code and amount exist: The lesser of billed charges or the VA Alaska Fee Schedule amount.

The VA Alaska Fee Schedule only applies to physician and non-physician professional services. The schedule uses the Health Insurance Portability and Accountability Act mandated national standard coding sets.

2. Covered Services not within the scope of § 1.1, above, and for which an applicable Medicare fee schedule or prospective payment system amount exists for the period in which the service was provided (without any changes based on the subsequent development of information under Medicare authorities) (hereafter "Medicare rate"): The lesser of billed charges or the applicable Medicare rate, subject to the following:

   (I) For Covered Services that are furnished in a highly rural area (defined as an area located in a county that has fewer than seven individuals residing in that county per square mile), VA will pay the lesser of billed charges or the amount otherwise agreed to, not to exceed 130% of the applicable Medicare rate.

3. Covered Services not within the scope of § 1.1, above, furnished by a facility currently designated as a Critical Access Hospital (CAH) by CMS, and for which a specific amount is determinable under the following methodology: The lesser of billed charges or the applicable CAH rate verified by VA. Data requested by VA to support the applicable CAH rate shall be provided upon request. Billed charges are not relevant for purposes of determining whether a specific amount is determinable under the above methodology.
4. Covered Services not within the scope of §§ 1.1-1.3, above, and for which there exists a VA Fee Schedule amount for the period in which the service was performed: The lesser of billed charges or the VA Fee Schedule amount for the period in which the service was performed, as posted on VA.gov.

5. Covered Services not within the scope of §§ 1.1-1.4, above: Billed charges.

6. Notwithstanding §§ 1.1-1.5, above, VA shall pay the following amount for Covered Services that are dental services and for which there exists a VA-determined dental rate for the period in which the service was performed: The lesser of billed charges or the VA-determined dental rate. For purposes of this paragraph, the "VA-determined dental rate" is an amount unilaterally determined by VA.

**J. CLAIMS SUBMISSION AND ADJUDICATION**

1. Provider shall always submit all claims within 180 days of the date of service. Claims must be submitted to the VA facility that issued the authorization. Electronic claims must be submitted by Electronic Data Exchange (EDI) using the following payer IDs: 1) 12115 for medical claims, and 2) 12116 for dental claims. Paper claims must be submitted in accordance with the instructions on the community care website on VA.gov.

2. Provider shall always submit clean claims. VA will only process and pay clean claims. A "clean claim" means a claim that contains all of the required data elements necessary for accurate adjudication, without obtaining additional information from the submitter, and which complies with all applicable VA requirements regarding information, documentation, and format, including the following specific requirements:
   (a) Containing Provider's name, address, and Taxpayer Identification Number (TIN).
   (b) Containing the correct VA beneficiary identifiers, including Social Security Number.
   (c) Containing the numbers of this Agreement and the applicable VA authorization(s).
   (d) Applying industry standard edits consistent with the current version of the CMS National Correct Coding Initiative (NCCI) Coding Policy Manual.
   (e) For institutional paper claims, complying with all content requirements set forth in the current version of the National Uniform Billing Committee (NUBC) Official UB-04 Data Specifications Manual.
   (f) For professional paper claims, complying with all content requirements set forth in the current version of the National Uniform Claim Committee (UCC) 1500 Claim Form Reference Instruction Manual.
   (g) For electronic claims, complying with all content requirements set forth in the current version of the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 Health Care Claim (837) transaction Type 3 Technical Reports-TR3.
   (h) Home Health services must be billed in accordance with all applicable requirements and standards of CMS' prospective payment system for Medicare home health services.

3. If a claim is denied, VA will notify Provider in writing of the reason for denying the claim and what, if any, additional information is required to process the claim. VA will provide such notification within 45 calendar days of receipt of a paper claim and within 30 calendar days of receipt of an electronic claim. Provider must submit all additional information requested by VA within 30 calendar days of receipt of VA's notice of denial. Such information must be submitted to the VA facility that issued the authorization, in accordance with the requirements of this section. VA will pay, deny, or otherwise adjudicate the claim within 30 calendar days of receipt of the requested information.
K. PAYMENT

1. VA shall pay Provider, upon submission of clean claims, the amounts set forth in Section I of this Agreement for Covered Services furnished and accepted. Payment will be made within 30 calendar days of receipt of a clean electronic claim and within 45 calendar days of receipt of clean paper claim.

2. Payment by Electronic Funds Transfer

(a) Method of payment.
   (1) All payments by VA under this Agreement shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
   (2) In the event VA is unable to release one or more payments by EFT, Provider agrees to either--
      (i) Accept payment by check or some other mutually agreeable method of payment; or
      (ii) Request VA to extend payment due dates until such time as VA makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Provider's EFT information. Provider is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). Provider shall provide this information directly to the office designated in this contract to receive that information (the Designated Office) by no later than 10 business days prior to submission of the first claim. If not otherwise specified in this Agreement, the payment office is the Designated Office for receipt of the Provider's EFT information. If more than one Designated Office is named for the Agreement, Provider shall provide a separate notice to each office. In the event that the EFT information changes, Provider shall be responsible for providing the updated information to the Designated Office(s).

(c) Mechanisms for EFT payment. VA may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.
   (1) VA is not required to make any payment under this Agreement until after receipt, by the Designated Office, of the correct EFT payment information from Provider. Until receipt of the correct EFT information, any claim shall be deemed not to have been received by VA for purposes of determining payment due date.
   (2) If the EFT information changes after submission of correct EFT information, VA shall begin using the changed EFT information no later than 30 calendar days after its receipt by the Designated Office to the extent payment is made by EFT. However, Provider may request that no further payments be made until the updated EFT information is implemented by the payment office.

(e) Liability for uncompleted or erroneous transfers.
   (1) If an uncompleted or erroneous transfer occurs because VA used the Contractor's EFT information incorrectly, VA remains responsible for--(i) making a correct payment; and (iii) recovering any erroneously directed funds.
(2) If an uncompleted or erroneous transfer occurs because Provider’s EFT information was incorrect, or was revised within 30 days of VA release of the EFT payment transaction instruction to the Federal Reserve System, and—

   (i) If the funds are no longer under the control of the payment office, VA is deemed to have made payment and Provider is responsible for recovery of any erroneously directed funds; or

   (ii) If the funds remain under the control of the payment office, VA shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and timing of payment. A payment shall be deemed to have been made in a timely manner in accordance with the terms of this Agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If Provider assigns the proceeds of this Agreement as provided for in the assignment of claims terms of this Agreement, Provider shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the Designated Office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were Provider. EFT information that shows the ultimate recipient of the transfer to be other than Provider, in the absence of a proper assignment of claims acceptable to VA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. VA is not liable for errors resulting from changes to EFT information provided by Provider’s financial agent.

(i) Payment information. The payment or disbursing office shall forward to Provider available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. VA may request Provider to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, VA does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to VA. If VA makes payment by check in accordance with paragraph (a) of this clause, VA shall mail the payment information to the remittance address in this Agreement.

(j) EFT information. Provider shall provide the following information to the Designated Office. Provider shall designate a single financial agent capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

   (1) The Agreement number.

   (2) Provider’s name and remittance address, as stated in the Agreement.

   (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Provider official authorized to provide this information.

   (4) The name, address, and 9-digit Routing Transit Number of Provider’s financial agent.

   (5) Provider’s account number and the type of account (checking, saving, or lockbox).

   (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of Provider’s financial agent.

   (7) If applicable, Provider shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if Provider’s financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.
(k) Vendorization. Prior to submitting a claim, Provider must ensure the authorizing VA facility has received a completed FMS Vendor File Request form (VA Form 10091) and W-9, Request for Taxpayer Identification Number and Certification and all information contained therein is current and accurate.

3. Prompt Payment by VA.

(a) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from Provider, if payment is not made by the due date and the conditions listed in paragraphs (a)(1) and (a)(2) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(1) VA received a clean claim in accordance with Section J.

(2) VA processed a receiving report or other VA documentation authorizing payment, and there was no disagreement over payment amount, compliance of services furnished with any term or condition of this Agreement, or Provider compliance with any other term or condition of this Agreement.

(b) Computing penalty amount. The interest penalty shall be computed at the rate of interest established by the Secretary of the Treasury under section 3902 of title 31, USC, and published in the Federal Register.

4. Overpayments.

(a) If Provider becomes aware of a duplicate VA payment or that VA has otherwise overpaid under the Agreement, Provider shall—

(i) Remit the overpayment amount to the payment office cited in the Agreement along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, date(s) of overpayment);

(B) Agreement number, and number(s) of affected authorization(s) and claim(s); and

(C) Provider point of contact.

(b) VA may deduct the amount of any overpayment from payments due Provider, in accordance with 38 U.S.C. §1703D(e).

5. Interest from Provider.

(a) All amounts that become payable by Provider to VA under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (c) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(b) VA may issue a demand for payment to the Contractor upon finding a debt is due under the Agreement.

(c) Amounts shall be due on the date of the first written demand for payment.

(d) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(i) The date on which the designated office receives payment from Provider;
(ii) The date of issuance of a VA check to Provider from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to Provider.

6. The payment office for this Agreement is: the applicable VA office, unless otherwise identified by VA.

L. PAYMENT RESPONSIBILITY

1. Provider agrees that payment by VA under this Agreement shall, unless rejected and refunded by Provider within 30 calendar days of receipt, constitute payment in full and extinguish any liability on the part of the VA beneficiary for the treatment or care provided. No provision of any contract, agreement, or assignment to the contrary shall operate to modify, limit, or negate this requirement.

2. VA is solely responsible for payment for all Covered Services provided under this Agreement. Provider shall not seek to recover or collect from any party, other than the VA, any payment or fee arising from covered Services authorized and provided under this Agreement, including any missed appointment fees or charges.

3. Provider shall not collect any cost share or copayment amount from any VA beneficiary for Covered Services provided under this Agreement.

4. Provider agrees that it shall not seek to recover or collect from a health-plan contract or third party, as those terms are defined at 38 U.S.C § 1729, for any Covered Services provided under this Agreement and paid for by VA.

M. DISCONTINUATION

1. Provider may discontinue this Agreement by providing written notice of discontinuation to the designated VA official set forth in the notice provision of this Agreement. Written notice must be received by VA at least 45 calendar days before the discontinuation date and must specify the discontinuation date. In no event shall discontinuation be effective fewer than 45 calendar days after VA receives such notice. Unless the Parties agree otherwise in writing, Provider shall complete any episode(s) of care authorized under this Agreement that are in progress on the effective date of discontinuation.

2. VA may discontinue this Agreement for the reasons set forth in paragraph (a) of this clause. VA notice of discontinuation will comply with the requirements set forth in paragraph (b) of this clause.

(a) VA may discontinue this Agreement for any of the following reasons:

(i) If VA determines Provider failed to comply substantially with any of the provisions of 38 U.S.C. 1703A or 38 CFR §§ 17.4100-17.4135, including but not limited to the requirement to maintain active certification under 38 CFR § 17.4110 and the requirement to comply with all Standards and Requirements for Entities or Providers that Enter Into Veterans Care Agreements set forth at 38 CFR § 17.4115(b)(2);

(ii) If VA determines Provider failed to comply substantially with any of the provisions, terms, or conditions of this Agreement, including but not limited to any of the requirements and conditions set forth in Section D (Provider Qualifications and Conditions for Provision of Covered Services), Section E (VA Credentialing, Approval, and Disapproval of Providers), and Section F (Quality Standards and Monitoring).
(iii) If VA determines Provider is excluded from participation in a Federal health care program (as defined in section 1128B(f) of the Social Security Act (42 U.S.C. 1320a-7b(f)) under section 1128 or 1128A of such Act (42 U.S.C. 1320a-7 and 1320a-7a), or is identified as an excluded source on the System for Award Management Exclusions list described in part 9 of title 48, Code of Federal Regulations, and part 180 of title 2 of such Code, or successor regulations;
(iv) If VA ascertains that Provider has been convicted of a felony or other serious offense under federal or state law and determines that discontinuation of the Agreement would be in the best interest of a VA beneficiary or VA; or
(v) If VA determines it is reasonable to discontinue the Agreement based on the health care needs of a VA beneficiary.

(b) VA will provide written notice of discontinuation to Provider in accordance with the notice provision of this Agreement and within the following timeframes:
   (i) Written notice of discontinuation will be issued at least 45 calendar days before the discontinuation date, except as provided in subparagraph (ii).
   (ii) Notice may be issued fewer than 45 calendar days before the discontinuation date, including notice that is effective immediately upon issuance, when VA determines such abbreviated or immediate notice is necessary to protect the health of VA beneficiaries.

(c) Unless otherwise directed by VA in writing, Provider shall complete any episode(s) of care authorized under this Agreement that are in progress on the effective date of discontinuation. If VA's written notice of discontinuation sets forth any limitations on Provider furnishing previously-authorized services after the discontinuation date or any other specified date (including immediately upon issuance of such notification), Provider shall comply with those limitations.

3. Upon discontinuation by either Party, Provider shall provide VA with a list of all pending VA beneficiary appointments and shall provide all medical records in accordance with Section H of this Agreement.

N. DISPUTES
1. All disputes arising under or related to this Agreement are subject to 38 U.S.C. § 1703A(h) and 38 CFR § 17.4135. 38 CFR § 17.4135 establishes the administrative procedures and requirements for asserting and resolving all such disputes.
2. For purposes of this clause, a dispute means a disagreement, between VA and Provider, that meets the following criteria:
   (a) Pertains to either—(1) claims for payment under this Agreement; or (2) the scope of one or more specific authorizations under this Agreement.
   (b) Is not resolved informally by mutual agreement of the parties; and
   (c) Culminates in one of the parties demanding or asserting, as a matter of right, the payment of money in a sum certain under the Agreement, the interpretation of the terms of the Agreement or a specific authorization thereunder, or other relief arising under or relating to the Agreement. However, a dispute does not encompass any demand or assertion, as a matter of right, for penalties or forfeitures prescribed by a statute or regulation that another federal agency is specifically authorized to administer, settle, or determine.
3. The procedures established in this clause and § 17.4135 should only be used when the Parties have failed to resolve an issue in controversy by mutual agreement.
4. Disputes must be initiated by submitting a notice of dispute, in writing, to the designated VA official for receipt of disputes in accordance with Section O. The notice of dispute must contain all specific assertions or demands, all facts pertinent to the dispute, any specific resolutions or relief sought, and all information and documentation necessary to review and adjudicate the dispute.

5. The notice of dispute must be received by the designated VA official for receipt of disputes, in accordance with the terms of this Agreement, within 90 calendar days after the accrual of the dispute. For purposes of this clause, the "accrual of the dispute" is the date when all events, that fix the alleged liability of either VA or Provider and permit the applicable demand(s) and assertion(s), were known or should have been known. The term "accrual of the dispute," as defined, has the following meanings in each of the two specific circumstances that follow:

(a) When a dispute consists of Provider asserting that VA has made payment in an incorrect amount, under circumstances where VA has issued a corresponding payment notice and Provider has received such notice, the accrual of the dispute is the date such notice was received by Provider.

(b) When a dispute consists of Provider asserting that VA has improperly denied payment to which it is entitled, under circumstances where VA has issued a corresponding denial of payment notice and Provider has received such notice, the accrual of the dispute is the date such notice was received by Provider.

O. NOTICE

Except as otherwise provided in this Agreement, any notice required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by mail or email to the individuals designated at the addresses listed below, or to such other person or entity as either Party shall designate by written notice to the other in accordance herewith:

U.S. Department of Veterans Affairs. (OCC to add all applicable VA POCs, mailing addresses, and email addresses)

Designated VA official for receipt of notice of disputes pertaining to claims for payment: Director, VHA Office of Community Care (OCC), Claims Adjudication and Reimbursement (CAR) (add mailing/email addresses for receipt of notices of dispute)

Designated VA official for receipt of notice of disputes pertaining to the scope of authorizations: As identified in the authorization.

Provider (Parties to fill in all applicable Provider POCs, mailing addresses, and emails)
P. TERM
The term of this Agreement is three (3) years, beginning on the Effective Date.

Q. FEDERAL LAW APPLICABLE
This Agreement shall be governed, construed, and enforced in accordance with Federal law. VA is subject to the Laws and Regulations of the U.S. Code and Code of Federal Regulations, which shall take precedence over this Agreement if there is a conflict between this Agreement and those Federal Laws and Regulations. This agreement is governed by chapter 17 of title 38, U.S.C., the VA MISSION Act of 2018 (Public Law 115-182), and 38 C.F.R. §§ 17.4100-4135.

R. RELATIONSHIP OF THE PARTIES
The Parties to this Agreement are independent contractors. Nothing in this Agreement shall be construed as, or be deemed to create between the Parties hereto, a relationship of employee or employer, principal or agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

S. WARRANTY OF COMPLIANCE
Provider warrants it will operate in compliance with all applicable Federal laws and regulations.

T. PRIVACY ACT STATEMENT
1. To the extent any of the information that VA has a right to request from Provider or that Provider is otherwise required to provide VA under the terms of this Agreement constitutes "information" within the meaning of 5 USC 552a(e), and without prejudice to any other terms of this Agreement or the rights or obligations of the Parties under those terms, the following Privacy Act Statement applies:

2. VA's authority to solicit such information is 38 USC 1703A. VA's principal intended purposes for collecting such information is to use such information to establish, determine, and monitor eligibility of non-VA health care providers to furnish health care services authorized under chapter 17 of title 38, USC, as well as all uses arising under or related to the Agreement, including the exercise of any rights and discharge of any obligations thereunder. Other uses of this information include, but are not limited to, reporting healthcare provider earnings to the Internal Revenue Service; Third Party Liability, preparing responses to inquiries; performing statistical analyses for use in managerial activities, resource allocation and planning; processing and adjudicating administrative benefit claims by VBA Regional Office (RO) staff; conducting audits, reviews and investigations by staff of the VA healthcare facility, Veterans Integrated Service Network (VISN) Offices, VAFSC, VA Headquarters, and the VA Office of Inspector General (OIG); in the conduct of law enforcement investigations; and in the performance of quality assurance audits, reviews and investigations.

3. Information will be maintained in the System of Records described in System of Record Notice, 23VA10NB3, entitled "Non-VA Care (Fee) Records-VA", published at 80 FR 45590 (July 30, 2015). VA may disclose such information for routine uses 2, 7, and 30, described below and as otherwise noted in the referenced System of Records Notice. These records may also be disclosed as part of an ongoing computer-matching program to accomplish these purposes.
(a) A record from this system of records may be disclosed to a Federal, State, or local government agency, maintaining civil, criminal, or other relevant information, such as current licenses, registration or certification, if necessary, to obtain information relevant to an agency decision concerning the hiring or retention of an employee, the use of an individual as a consultant, attending or to provide Non-VA Care (fee), the issuance of a security clearance, the letting of a contract, or the issuance of a license, grant, or other health, educational or welfare benefits. Any information in this system also may be disclosed to any of the above-listed governmental organizations as part of a series of ongoing computer matches to determine if VA healthcare practitioners and private practitioners used by the VA hold current, unrestricted licenses, or are currently registered in a State, and are board certified in their specialty, if any.

(b) Records from this system of records may be disclosed to a Federal agency or to a State or local government licensing board and/or to the Federation of State Medical Boards or a similar nongovernment entity which maintains records concerning individuals' employment histories or concerning the issuance, retention or revocation of licenses, certifications, or registration necessary to practice an occupation, profession or specialty, in order for the agency to obtain information relevant to an agency decision concerning the hiring, retention or termination of an employee or to inform a Federal agency or licensing boards or the appropriate non-government entities about the healthcare practices of a terminated, resigned or retired healthcare employee whose professional healthcare activity so significantly failed to conform to generally accepted standards of professional medical practice as to raise reasonable concern for the health and safety of patients in the private sector or from another Federal agency.

4. Disclosure to other Federal agencies may be made to assist such agencies in preventing and detecting possible fraud, waste or abuse by individuals in their operations and programs.

5. Provider should be aware that the Computer Matching and Privacy Protection Act of 1988 (P.L. 100-503) amended the Privacy Act, 5 U.S.C. § 552a, to permit the government to verify information through computer matching. All provisions of this Privacy Act statement apply to Provider, all providers that perform services authorized under this Agreement, and all providers identified in accordance with subsection E.1 of this Agreement.

U. ASSIGNMENT

Provider may assign its rights to receive payment due as a result of performance of this Agreement to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. § 3727).

V. FORCE MAJEURE

Neither Party shall be deemed to breach its obligations under this Agreement if that Party's nonperformance is caused by an occurrence beyond the reasonable control of the Party and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Party invoking this clause shall notify the other Party in writing as soon as reasonably possible after the commencement of any excusable breach (setting forth the full particulars in connection therewith), shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the other Party of the cessation of such occurrence.
W. WAIVER
Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach of the same provision.

X. AMENDMENT
This Agreement may be amended only by mutual written consent of authorized representatives of the Parties, except as otherwise expressly provided herein.

Y. SEVERABILITY
If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law or professional ethics, that part shall be reformed, if possible, to conform to law and ethics, and if reformation is not possible, that part shall be deleted, and the other parts of this Agreement shall remain fully effective.

Z. ENTIRE AGREEMENT
This Agreement, including the authorizations issued hereunder, constitutes the entire agreement between the Parties and, as of the Effective Date hereof, supersedes all other agreements and understandings between the Parties with respect to the subject matter hereof.

AA. VETERANS CARE AGREEMENT SIGNATURE
1. By the signatures of their authorized representatives below, this Agreement is made and entered into between Provider and VA, effective upon the date of last signature below (Effective Date).

2. By the signature below, Provider acknowledges that any materially false, fictitious, or fraudulent statement or representation, made knowingly, is punishable by a fine and/or imprisonment pursuant to 18 U.S.C. §§ 287 and 1001.

3. The Parties acknowledge that they have read and understand this Agreement in its entirety and represent and warrant that they shall abide by all of its terms and conditions.

Name of Provider
Osceola County

Title of Authorized Representative of Provider
Board of Commissioners, Chairman

Print Name of Authorized Representative of Provider
Jack Nehmer

Signature of Authorized Representative of Provider

Date Signed
6-18-19

Department of Veterans Affairs

Title

Print Name of VA Medical Facility Director or Designee

Signature of VA Medical Facility Director or Designee

Date Signed