COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, September 6, 2016
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 August 16, 2016.

6. Consider Payment of Claims.

7. Old Business:
   A. Update on 2017 County Budget – Susan Vander Pol.
   B. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.

8. New Business:
   A. Presentation TransCanada Check Passing to E.M.S. – Ross Momany, TransCanada.
   B. Discuss E.M.S. Emergent Respiratory Credit Agreement – Jeremy Beebe.
   C. Discuss MGT Consulting Services Agreement – Kaye Frederick.
   D. Discuss Friend of the Court Cooperative Reimbursement Contract – Cyndi Hunt.
   E. Discuss Sheriff Vehicle Purchase/Trade – Justin Halladay.
   F. Discuss Treasurer Land Sales Proceeds Report – Lori Leudeman.
   G. Discuss National Association of Medical Examiner Conference – Lisa Kaspriak.
   H. Discuss Orient-Fork County Drain – Jerry Powell.
   I. Discuss Items – Susan Vander Pol:
      1. Clerk’s Office Staffing.

9. Other Business:
10. Employee/Board Comments.
11. 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
AUGUST 16, 2016

The Committee meeting was called to order at 9:34 a.m. by Chairman Emig.


Also present: Scott Schryer-C.O.A Director, Jon-Thomas Burgess-Technology Coordinator, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk, and other members of the public.

Motion by Commissioner Gregory, seconded by Commissioner Nehmer, to approve the agenda as presented. Motion carried.

Brief public comment: None.

Employee/Board comment: Susan Vander Pol, County Coordinator, asked Commissioners if anyone is still interested in attending the upcoming MAC meeting.

Moved by Commissioner Nehmer, seconded by Commissioner Halladay, to approve the minutes from August 2, 2016 as presented. Motion carried with unanimous voice vote.

Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the current claims of the County in the amount of $37,419.83. Recommendation was unanimously supported.

Commission on Aging Newsletter
Scott Schryer, C.O.A. Director, provided information regarding outsourcing their newsletter. Discussion was held.

Recommended by Commissioner Elkins, seconded by Commissioner Wayne, to approve the agreement with LPI for the Commission on Aging newsletter and authorize the Chairman to sign the agreement. Recommendation was unanimously supported.

Commission on Aging-Tustin Parking Lot
Scott Schryer, C.O.A. Director, reviewed the four (4) bids received for paving the parking lot at the Tustin Meal Site. A brief discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to award the bid for the parking lot paving for the Commission on Aging in Tustin to Fenstermacher Asphalt Paving LLC of Big Rapids, Michigan for $47,000. Recommendation was unanimously supported.
Committee Minutes
August 16, 2016

**Commission on Aging-Veterans Agreement**
Scott Schryer, C.O.A. Director, explained the provider agreement and how the program assists veterans. He explained many requirements of the program, through their affiliation with Area Agency on Aging, are already met. Discussion was held related to the coordination of services with the County's new Veterans Service Officer.

Recommended by Commissioner Wayne, seconded by Commissioner Nehmer, to approve the VCP Provider Agreement with the Department of Veterans Affairs, Aleda E. Lutz Medical Center for veteran services and authorize the Chairman to sign. Recommendation was unanimously supported.

**Commission on Aging-Kidde Carbon Monoxide Detectors**
Scott Schryer, C.O.A. Director, spoke about the need in many senior homes for carbon monoxide detectors. He explained he previously applied for a grant donation and has now been awarded 30 such detectors. He explained that local fire departments will help with installation.

Recommended by Commissioner Gregory, seconded by Commissioner Tiedt, to accept the donation of 30 carbon monoxide detectors from Kidde with installation from the area fire departments. Recommendation was unanimously supported.

**I.T. Right**
Jon-Thomas Burgess, Technology Coordinator, presented information from I.T. Right after a recent site visit to Osceola County. He explained how the service would work in conjunction with our current technology and assist him in his duties as Technology Coordinator. Discussion was held.

Recommended by Commissioner Wayne, seconded by Commissioner Elkins, to approve the contract with I.T. Right for $20,000 annually for technology services and authorize the Chairman to sign. Recommendation was unanimously supported.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to accept the proposal from I.T. Right for managing antivirus and the protection plan for $3,150 for implementation when the current antivirus plan expires. Recommendation was unanimously supported.

**Update on New Reed City Area District Library**
Heather Symon Bassett, Director for the Reed City Area District Library, presented information on their newly opened facility in Reed City. She thanked Commissioners for allowing them to extend their stay in the Annex location longer than anticipated in preparation for the move to their new location.
Update on Naming of Road Easement
Susan Vander Pol, County Coordinator, asked for the Board to formally sign a form in conjunction with the naming of Professional Drive connected to the Health Department, Emergency Management and Building Departments.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to authorize the Chairman to complete and sign the form for the naming of Professional Drive. Recommendation was unanimously supported.

County Commissioners 2017 & 2018 Compensation
Chairman Emig along with Susan Vander Pol, County Coordinator, explained the process for setting wages for County Commissioners for the next term of office as well as per diem. Discussion was held.

Recommended by Commissioner Tiedt, supported by Commissioner Gregory, to approve setting the per diem for a full day meeting (over 4 hours) at $70 beginning January 1, 2017. Recommendation was unanimously supported.

Budget Amendments and Journal Register Report for July
Commissioner Tiedt reviewed the budget amendments presented.

Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the budget amendments and Treasurer's July Journal Register Report as submitted. Recommendation was unanimously supported.

Commissioners continued discussion on salary amounts for the Chairman, Vice-Chairman and Commissioners. Wages for non-union employees were also discussed.

Recommended by Commissioner Elkins, seconded by Commissioner Nehmer, to set the salaries for County Commissioners for 2017 and 2018 term of office at $8,000 for Board Chairman, $6,500 for Vice-Chairman and $6,000 for Commissioner. Recommendation was unanimously supported.

Recommended by Commissioner Wayne, seconded by Commissioner Tiedt, to give non-union employees and elected officials a two (2) percent wage increase for 2017. Recommendation was unanimously supported.

2017 County Budget Update
Susan Vander Pol, County Coordinator, reported the departmental budgets are due back to her office by August 23, 2016. She then mentioned some of the possible projects for next year.

Moved by Commissioner Nehmer, seconded by Commissioner Gregory, to go into closed session to discuss the purchase of property. Motion carried with unanimous roll call vote.
Moved by Commissioner Wayne, seconded by Commissioner Gregory, to go back into open session. Motion carried with unanimous roll call vote.

Moved by Commissioner Nehmer, seconded by Commissioner Elkins, to approve the minutes of Closed Session. Motion carried with unanimous voice vote.

Employee/Board comments: Commissioner Tiedt questioned why our Maintenance Department couldn't help with some of the Marion C.O.A. renovations.

Extended Public Comment: None.

Moved by Commissioner Wayne, seconded by Commissioner Halladay, to adjourn at 11.54 a.m. Motion carried.

Karen J. Bluhm, County Clerk

Larry Emig, 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>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
</tr>
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<tbody>
<tr>
<td>Permits Mechanical</td>
<td>249.371.479.005</td>
<td>$(_<strong>.</strong>__)</td>
<td>$(11,000)</td>
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<tr>
<td>APPED. Fund Bal</td>
<td>249.371.699.001</td>
<td>$(_<strong>.</strong>__)</td>
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<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracts/Mechl.</td>
<td>249.371.808.019</td>
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<tr>
<td>Perm. Emp.</td>
<td>249.371.702.003</td>
<td>$(2,322)</td>
<td>$(_____.____)</td>
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<tr>
<td>Fica</td>
<td>249.371.719000</td>
<td>$(1,78)</td>
<td>$(_____.____)</td>
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TOTAL  $(13,500)  $(13,500)

Building Inspections  Board of Commissioners/Representative

Susan Vander Pol  Recorded ( ) Motion/Resolution No. ________
Department Head Signature  Budget Amendment No. __________

DATE: 8/25/16

EXPLANATION: Additional for Contracted % of permit fees and additional pay for hours increase from 35 to 37.5 / week as of 11/2016.
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 ( )

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<tr>
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<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
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<tbody>
<tr>
<td>Fed Grant</td>
<td>282.120.520.001</td>
<td>$1,000</td>
<td>$1,000</td>
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<tr>
<td>Fed Grant</td>
<td>282.120.520.002</td>
<td>$1,000</td>
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EXPENSES:

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<th>INCREASE</th>
<th>DECREASE</th>
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<tr>
<td>Kit Supplies</td>
<td>282.120.722.001</td>
<td>$1,000</td>
<td>$1,000</td>
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<tr>
<td>Paper Products</td>
<td>282.135.722.000</td>
<td>$1,000</td>
<td>$1,000</td>
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<tr>
<td>Heal Main/Rep</td>
<td>282.135.921.000</td>
<td>$1,000</td>
<td>$1,000</td>
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<tr>
<td>Heal Food</td>
<td>282.145.801.007</td>
<td>$2,000</td>
<td>$2,000</td>
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<tr>
<td>Heal Food</td>
<td>282.145.801.007</td>
<td>$2,000</td>
<td>$2,000</td>
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<tr>
<td>Activities</td>
<td>282.145.880.001</td>
<td>$1,500</td>
<td>$1,500</td>
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<tr>
<td>Equip Main/Rep</td>
<td>282.135.931.000</td>
<td>$1,000</td>
<td>$1,000</td>
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<tr>
<td>Training</td>
<td>282.100.921.000</td>
<td>$850</td>
<td>$850</td>
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<tr>
<td>Office Supplies</td>
<td>282.120.722.000</td>
<td>$547</td>
<td>$547</td>
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<tr>
<td>Workers Comp</td>
<td>282.120.722.000</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>Total</td>
<td>282.120.722.000</td>
<td>$1,500</td>
<td>$1,500</td>
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Commission On Aging

Scott Snyder
Department Head Signature

Board of Commissioners/Representative

Recorded   Motion/Resolution No.
Budget Amendment No.

Date 8-24-16
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  Can  (%)

REVENUE:

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<th>INCREASE</th>
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<tbody>
<tr>
<td>VA Reimbursement</td>
<td>280.120.627.009</td>
<td>(9,500)</td>
<td>(4,000)</td>
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<tr>
<td>Fund Raiser</td>
<td>280.120.674.003</td>
<td>(2,500)</td>
<td>(3,000)</td>
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<tr>
<td>Current Real Prop</td>
<td>280.120.912.000</td>
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EXPENSES:

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<th>ACCOUNT NUMBER</th>
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<th>DECREASE</th>
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<tr>
<td>Temp Employee</td>
<td>280.130.702.001</td>
<td>(4,500)</td>
<td>(1,000)</td>
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<tr>
<td>FICA</td>
<td>280.130.714.000</td>
<td>(3,600)</td>
<td>(700)</td>
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<tr>
<td>Temp Employee</td>
<td>280.140.702.003</td>
<td>(5,800)</td>
<td>(1,500)</td>
</tr>
<tr>
<td>FICA</td>
<td>280.140.719.000</td>
<td>(4,600)</td>
<td>(700)</td>
</tr>
<tr>
<td>Equipment/Repair</td>
<td>280.120.931.000</td>
<td>(1,000)</td>
<td>(1,000)</td>
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<tr>
<td>Bld Main Repair</td>
<td>280.120.934.000</td>
<td>(700)</td>
<td>(1,500)</td>
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<tr>
<td>Contracted Serv</td>
<td>280.120.804.000</td>
<td>(1,000)</td>
<td>(1,500)</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>280.120.727.000</td>
<td>(1,500)</td>
<td>(500)</td>
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<tr>
<td>Misc Supplies</td>
<td>280.120.727.001</td>
<td>(2,500)</td>
<td>(1,000)</td>
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TOTAL  $16,000  ($16,000)

Commission on Aging

Department Head Signature  8-25-16  Date

Board of Commissioners/Representative

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

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Document details:
- Date: AUG/25/2016/THU 10:45 AM Osceola C.O.A.
- Page Number: P.003
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 ( )  $0

REVENUE:

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<tr>
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<th>ACCOUNT NUMBER</th>
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<th>INCREASE</th>
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<td>Fed Grant 3B</td>
<td>273.120.580.000</td>
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<td>State Grant SAC</td>
<td>273.120.561.00</td>
<td>$(___)</td>
<td>$(2,800)</td>
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EXPENSES:

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<tbody>
<tr>
<td>Temp Employee FICA</td>
<td>273.132.702.004</td>
<td>$(5,000)</td>
<td>$(___)</td>
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<tr>
<td>Temp Employee FICA</td>
<td>273.132.719.00</td>
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<tr>
<td>Temp Employee FICA</td>
<td>273.133.202.004</td>
<td>$(1,900)</td>
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<tr>
<td>Temp Employee FICA</td>
<td>273.133.199.000</td>
<td>$(___)</td>
<td>$(200)</td>
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TOTAL

$(7,500)  $(7,500)

Commission on Aging
Department

Board of Commissioners/Representative

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

Department Head Signature
8-24-16 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 ( )

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<th>DECREASE</th>
<th>INCREASE</th>
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<tbody>
<tr>
<td>App Fund Balance</td>
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<td>$(12000)</td>
<td>$(20,000)</td>
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<th>DECREASE</th>
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<tr>
<td>I.T. Contract. Seed</td>
<td>101.228308000</td>
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<td>$(12000)</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$(20,000)</td>
<td>$(20,000)</td>
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Information Technology
Department
Susan M. Sanders
Department Head Signature
August 17, 2016 Date

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

EXPLANATION: I.T. Right Agreement
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>
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<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Court</td>
<td>292-000.801.008</td>
<td>$(2,400)</td>
<td>$(5,030)</td>
</tr>
<tr>
<td>Travel expense</td>
<td>292-000.860.000</td>
<td>$(1,600)</td>
<td>$(5,030)</td>
</tr>
<tr>
<td>Private Agency</td>
<td>292-000.862.000</td>
<td>$(_____)</td>
<td>$(_____)</td>
</tr>
<tr>
<td>Workers' Comp</td>
<td>292-000.222.000</td>
<td>$(1,000)</td>
<td>$(_____)</td>
</tr>
<tr>
<td>Life One.</td>
<td>292-000.224.001</td>
<td>$(30)</td>
<td>$(_____)</td>
</tr>
</tbody>
</table>

TOTAL $(5,030) $(5,030)

Probate-Family Court
Department

Kaye Frederick
Department Head Signature

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No.
Budget Amendment No. ____________
**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>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer In</td>
<td>245.125.675.000</td>
<td>$(___)</td>
<td>$(___)</td>
</tr>
<tr>
<td>___________</td>
<td>___________</td>
<td>$(___)</td>
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<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
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</thead>
<tbody>
<tr>
<td>Equipment Repair</td>
<td>101.282.941.000</td>
<td>$(___)</td>
<td>$(___)</td>
</tr>
<tr>
<td>Transfer Out</td>
<td>101.969.999.028</td>
<td>$(___)</td>
<td>$(___)</td>
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<tr>
<td>Pros. Atty</td>
<td>245.901.971.000</td>
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**TOTAL**

<table>
<thead>
<tr>
<th>Increase</th>
<th>Decrease</th>
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<tbody>
<tr>
<td>$(___)</td>
<td>$(___)</td>
</tr>
</tbody>
</table>

**Prosecuting Attorney**

Department

[Signature]

Department Head Signature

8-15-16 Date

**Board of Commissioners/Representative**

Recorded ( ) Motion/Resolution No.

Budget Amendment No. __________

**FILED**

OSCEOLA COUNTY

AUG 16 2016

CIRCUIT COURT CLERK

EXPLANATION:

NEED A BIT MORE TO BUY COMPUTERS.
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: 101</td>
<td>$</td>
<td>$80.62</td>
<td>$</td>
</tr>
<tr>
<td>TO: 245</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COMMENTS:

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: 05-15-16 20

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:

FUND: GENERAL (✓) 245 CAPITAL ( ) SPECIAL REVENUE ( ) DEBT SERVICE ( ) OTHER ( )

REVENUE:

<table>
<thead>
<tr>
<th>ACCT NAME</th>
<th>ACCT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>($ __, ____)</td>
<td>($ __, ____)</td>
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<td>($ __, ____)</td>
<td>($ __, ____)</td>
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</tbody>
</table>

EXPENSES:

<table>
<thead>
<tr>
<th>ACCT NAME</th>
<th>ACCT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Emp.</td>
<td>101-330-782-003</td>
<td>($ __, ____)</td>
<td>($ __, ____)</td>
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<tr>
<td>E.I.C.A.</td>
<td>101-330-719-000</td>
<td>($ __, ____)</td>
<td>($ __, ____)</td>
</tr>
<tr>
<td>Workers Comp</td>
<td>101-330-722-000</td>
<td>($ __, ____)</td>
<td>($ __, ____)</td>
</tr>
<tr>
<td>Equi. Maint</td>
<td>101-330-061-000</td>
<td>($ __, ____)</td>
<td>($ __, ____)</td>
</tr>
<tr>
<td>Gas &amp; Oil</td>
<td>101-330-747-000</td>
<td>($ __, ____)</td>
<td>($ __, ____)</td>
</tr>
<tr>
<td>Vehicle Maint</td>
<td>101-330-032-000</td>
<td>($ __, ____)</td>
<td>($ __, ____)</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>101-330-727-000</td>
<td>($ __, ____)</td>
<td>($ __, ____)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>($ __, ____)</td>
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<td>($ __, ____)</td>
<td>($ __, ____)</td>
</tr>
</tbody>
</table>

TOTAL ($ __, ____) ($ __, ____)
EMERGENT RESPIRATORY CREDIT TERMS AND CONDITIONS

This Agreement is made and effective [EFFECTIVE DATE].

BETWEEN: Emergent Respiratory, the ("Seller"), a corporation organized and existing under the laws of the [State/Province] of California, with its head office located at 6848 Embarcadero Lane, Carlsbad CA 92011

AND: [CUSTOMER NAME] (the "Buyer"), organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at: [COMPLETE ADDRESS]

IT IS AGREED AS FOLLOWS:

Buyer agrees with Seller to pay for all purchases within 30 days from date of purchase. Charges billed, but not paid by the 30th day after purchase will be subject to finance charges which are compounded daily from the date of purchase until paid.

The FINANCE CHARGE is computed by a periodic rate of [1.5%] per month calculated daily which is an ANNUAL PERCENTAGE RATE OF [18%] applied to the "Daily Unpaid Balance Less Current Credits." Current credits are payments or credits received by 11:59 PM on the 30th day following purchase. The minimum payment due will be payment of Buyer's indebtedness in full. If not paid, Seller may declare the unpaid balance due and payable immediately. Buyer agrees to pay collection expenses, including reasonable attorney's fees and court costs, if it is necessary to collect through legal action.

For clarity, if a payment is not received by 11:59 PM on the 30th day following purchase, interest will accrue on the daily balance from the time of purchase until the purchase amount is paid in full.

Buyer assumes full responsibility for all materials purchased from Seller. Buyer agrees to be personally liable for all charges and individually guarantees payment of all charges promptly. Buyer agrees to notify Seller within 15 days in writing of receipt of statement or Seller’s notice of any errors or concerns that need to be addressed. Failure to so notify Seller signifies total acceptance and responsibility for prompt payment in full of account.

Buyer agrees that no refund will be granted unless merchandise is returned within 30 days of purchase and in original sales condition. Buyer must be authorized to return product to Seller and complete a Return Authorization Request. No product will be accepted for return without a Return Product Authorization granted by Seller.

Seller reserves the right to send out "Notice to Owners" and file Liens on past due accounts and use any legal means available to force collection if necessary and at Buyers complete expense.

SELLER BUYER

Authorized Signature Authorized Signature
CONSULTING SERVICES AGREEMENT
By and Between
Osceola County, Michigan
and
MGT of America, Inc.

THIS AGREEMENT is made this ___ day of ___________ 2016, by and between the County of Osceola, Michigan ("Client"), and MGT of America, Inc., a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

1.1 Scope of Services

MGT shall provide to Client the following services:

A Court Administrative Cost Allocation Plan (CCAP) to be negotiated with the Bureau of Juvenile Justice for fiscal years 2015, 2016 and 2017.

Negotiation of the court administrative cost allocation plan with representatives of the federal cognizant agency and/or the State, as required.

Explain calculation methods and assumptions used in the CCAP. This explanation may be written or verbal as requested by the Client.

Provide recommendations on methods to enhance indirect cost revenues.

1.2 Timetable for Services

The Services shall be performed and the product(s) of the services shall be delivered on the following schedule:

The proposed services will be completed within twelve months after the fiscal year ends.

2. Compensation

For its work under this Agreement, MGT shall be paid an annual fixed fee according to the following schedule:

<table>
<thead>
<tr>
<th></th>
<th>Court Administrative Cost Allocation Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2015</td>
<td>$ 4,000</td>
</tr>
<tr>
<td>FY 2016</td>
<td>$ 4,000</td>
</tr>
<tr>
<td>FY 2017</td>
<td>$ 4,000</td>
</tr>
</tbody>
</table>
MGT will render to Client one invoice for each Service for the fees specified herein, after acceptance of each Service by Client. Payment will be due thirty (30) days after each invoice is submitted.

3. **Term, Renewal Options, and Termination.**

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. At Client’s option and approved by MGT, the contract may be renewed for two (2) additional one (1) year periods.

This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation. If, due to termination, there is no agreed value for the services performed to date, MGT’s standard hourly rates plus expenses incurred shall apply for Services performed prior to termination.

4. **Independent Contractor Status**

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, and purport to act, or be deemed to be an agent, representative, employee or servant to Client.

5. **Project Managers**

**James Olson** shall serve as Project Manager and point of contact for MGT under this Agreement.

**Kaye Frederick** shall serve as Project Manager and point of contact for the Client for the Cost Allocation Plan services under this Agreement.

By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

6. **Miscellaneous**

6.1 **No Continuing Waiver**

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

6.2 **Entire Agreement**

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.
6.3 Subcontracting and Assignment

MGT may utilize subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

6.4 Interpretation, Venue, and Severability

This agreement shall be construed, interpreted, and enforced in accordance with Michigan law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought only in the Michigan state court having jurisdiction. If more than one party executes this Agreement as Client, then each such party shall be jointly and severally responsible for Client's performance and payment under this Agreement.

6.5 Prior Performance

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

6.6 Notices

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to MGT:

MGT of America, Inc.
2343 Delta Road
Bay City, Michigan 48706

If to Client:

Osceola County
Kaye Frederick, Court Administrator
410 West Upton
Reed City, MI 49677

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only, and are not required to be personally served to comply with service of notice on a party.
IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

OSCEOLA COUNTY, MICHIGAN

By: ________________________________

Name: ________________________________

As its: ________________________________

Address: 410 W. Upton

City/State/Zip: Reed City, MI 49677

FEID: ______________

MGT of America, Inc.

J. Bradley Burgess
Vice President

Date: August 22, 2016

2343 Delta Road
Bay City, MI 48708
989-316-2220

FEIN: 59-1576733
August 11, 2016

Dear County/Tribe/Court/MDHHS directors:

This letter comes to you with important information pertaining to Child Care Fund (CCF) year-end matters for FY2016 and reminders/information regarding FY2017 CCF budget submissions.

**Fiscal Year (FY) 2016: Year-End**

1) This is a reminder that budget amendments for FY2016 should be submitted prior to September 1, 2016. In order to avoid the delays that occurred in FY2015, we must be in receipt of all appropriate supporting documentation for any budget amendments by the deadline.

2) Year-end account payable instructions will be issued in September. It is essential to close out all FY2016 reimbursements and provide gross projections for the month of September 2016 before September 30, 2016. This is necessary to ensure payables are created for timely payment to counties for FY2016 reimbursement requests. Missing this deadline will result in payment delays, likely for several months.

**Fiscal Year 2017: Budgets & Reimbursements**

1) Signatures for FY2017 budgets may be completed electronically via MISACWIS or may be done in hard copy and scanned/uploaded into the Budget Attachments section for your county's budget on MISACWIS. Hard copies of signatures via mail or fax will not be accepted.

2) No hard copies of budgets will be accepted for FY2017; all budget materials must be submitted via MISACWIS. Please contact MDHHS-CCFMU@michigan.gov for technical support if questions arise during the creation and/or submission of your county's CCF budget.

3) The attached Institutional Care Detail form is being made available for use with county budget submissions to capture more detailed information during the Annual Plan & Budget submission. Efforts are underway to make this level of detail available in MISACWIS in the future.

4) CCF reimbursement requests are required to be accompanied by an official General Ledger and General Ledger Detail report, any requests for reimbursement will not be processed without these required documents. Created spreadsheets or other reports may accompany, but not replace, the required General Ledger documentation. Specific detail about these documents were provided in this year's CCF training.

5) As mentioned in MDHHS correspondence dated July 11, 2016, and CCF training sessions, several specific CCF claims, previously allowed to pass for reimbursement, are not eligible and will not be approved beginning FY2017. Part V, section B of the Child Care Fund
Handbook (May 1, 2013 version) addresses "Indirect Costs" and states:

Counties/Tribes choosing to receive reimbursement under the CCF for indirect costs must submit, with the Annual Plan and Budget, a copy of the **county circuit court/tribal-wide cost allocation plan or indirect cost rate plan**. The plan must apply to all county circuit court/tribal offices and must be annually certified. For reimbursement of indirect costs in an IHC program, the eligible centralized costs identified in the **county circuit court/tribal-wide plan** shall be divided equally by the number of county circuit court/tribal employees and then multiplied by the number of full-time equivalent employees being billed to the CCF IHC program(s) and reported accordingly on each program.

Reimbursable indirect costs include the costs of **supporting county circuit court/tribal employees** funded by the CCF. Employees funded under the CCF include those **employees of the county circuit court/tribe** that devote their time to the operation of a detention facility which is funded under the CCF or employees which are billed in whole or in part to an IHC component approved by both the county circuit court/tribe and the State. As with wages of county circuit court/tribe employees participating in the CCF programs and facilities, indirect costs can be prorated provided an Employee Certification Form and a clear audit trail is maintained to document and verify the prorated. **All indirect costs must be for expenses that are not prohibited for reimbursement from the CCF.**

In addition to the above section, Part V, section C of the Child Care Fund Handbook also addresses "Non-Reimbursable Expenditures and Unallowable Costs" and includes a specific reference to items that are not reimbursable from the Child Care Fund either as a direct or indirect cost including:

r. **Expenditures from the county general fund.**

With the above references in mind, the CCFMU would like to emphasize the following points regarding cost allocation plans and indirect costs:

- "County-wide Cost Allocation Plans" that allocate "County General Fund expenditures" to the Child Care Fund will no longer be accepted/approved during the Annual Plan & Budget process. An appropriate "Cost Allocation Plan" should be a county circuit court/tribal-wide cost allocation plan or indirect cost rate plan that is limited to costs of supporting county circuit court/tribal employees funded by the CCF.

- Any indirect costs calculated from cost allocation plans that were not prepared in accordance with the Child Care Fund Handbook should not be included on the monthly 207/206b reimbursement forms.

- Costs included on the monthly 207/206b reimbursement forms should be for Child Care Fund (Fund 292) costs only that are recorded in your accounting system.
It is our hope that improved communication and engagement with the counties and SCAO will lead us to an improved program and partnership; one that effectively supports our child welfare and juvenile justice populations while meeting fundamental the requirements under law, accounting principles, administrative rule and policy that we are required to oversee and enforce. Thank you for your time and attention in these matters and for our upcoming collaboration to formally revise the language in the CCF Handbook.

Sincerely,

Steve Yager, Director
MDHHS Children's Services Agency

Scott Werner, Manager
Bureau of Audit, Reimbursement & Quality Assurance

Kelly Walters, Manager
Child Care Fund Monitoring Unit

Attachment: Institutional Care Detail form

CC:  Wendy Campau
     Jenifer Pettibone
     Pam Myers
     SCAO
     MJA
     MPJA
     MAFCA
     NMJOA
August 18, 2016

TO: Osceola County Board of Commissioners

FROM: Cyndi J. Hunt, Friend of the Court

RE: Friend of the Court Cooperative Reimbursement Contract

Attached is the five (5) year contract between the State of Michigan and Osceola County Friend of the Court to provide IV-D services in domestic relations case. All contract for the Friend of the Court office must be approved by the Chief Judge and the County Board of Commissioners. Once the board has approved the contract the Chairperson needs to sign the document through EGrAMS (all documents are submitted electronically through EGrAMS).

Judge Hill-Kennedy will be submitting his approval through EGrAMS also.

If you have any questions or concerns please feel free to contact me at any time.
State of Michigan  
Department of Health & Human Services  
Bureau of Purchasing (BOP)  
PO Box 30037, Lansing MI 48909  
Or  
235 S. Grand Avenue, Suite 1201, Lansing, MI 48933  
AGREEMENT NUMBER: CSFOC17-67001  
Between  
THE STATE OF MICHIGAN  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
And  
County Of Osceola - Friend of the Court  
cyndi hunt  
huntc4@michigan.gov  
301 West Upton Avenue, P.O. Box 135 Reed City, Mi 49677 1149  
(231) 832-6131  
Contract Administrator  
Duane Noworyta  
(517) 241-7728  
ownorytad@michigan.gov  
BOP Analyst  
Melanie Sanford  
(517) 373-9376  
sanfordm2@michigan.gov  
AGREEMENT SUMMARY  
SERVICE DESCRIPTION  
Child Support Services  
GEOGRAPHIC AREA  
Osceola  
INITIAL TERM  
EFFECTIVE DATE  
10/01/2016  
EXPIRATION DATE  
09/30/2021  
AVAILABLE OPTION YEARS  
2  
MISCELLANEOUS INFORMATION  
DUNS NUMBER: 072578016  
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION  
$1,586,751.45  
AGREEMENT TYPE  
Actual Cost  
The undersigned have the lawful authority to bind the Grantee and MDHHS to the terms set forth in this Agreement. The Grantee's signature on this Agreement is the Grantee's certification that verification has and will be performed. The Grantee's signature certifies that the Grantee is not an Iran linked business as defined in MCL 129.312.  
FOR THE GRANTEE (CSFOC, CSPA and CSCOM Agreements):  
Grantee: County Of Osceola  
Signature of Chairperson, County Board of Commissioners  
Print Name:  
Date:  
FOR THE STATE:  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
Signature of Director or Authorized Designee  
Print Name:  
Date:  
FOR THE GRANTEE (CSFOC and CSCOM Agreements Only):  
Signature of Chief Circuit Judge  
Print Name:  
Date:  
FOR THE GRANTEE (CSPA and CSCOM Agreements Only):  
Signature of County of Prosecuting Attorney  
Print Name:  
Date:
This Agreement will be in effect from October 1, 2016 through September 30, 2021. No service will be provided and no costs to the state will be incurred before 10/01/2016.

<table>
<thead>
<tr>
<th>Agreement Period</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 10/01/2016 through 09/30/2017</td>
<td>$289,762.75</td>
</tr>
<tr>
<td>Year 2 10/01/2017 through 09/30/2018</td>
<td>$302,893.94</td>
</tr>
<tr>
<td>Year 3 10/01/2018 through 09/30/2019</td>
<td>$316,684.36</td>
</tr>
<tr>
<td>Year 4 10/01/2019 through 09/30/2020</td>
<td>$331,039.65</td>
</tr>
<tr>
<td>Year 5 10/01/2020 through 09/30/2021</td>
<td>$346,370.75</td>
</tr>
</tbody>
</table>

Total Amount: $1,586,751.45

1. Reserved

2. GRANTEE RESPONSIBILITIES

2.1 Email Address

The Grantee authorizes MDHHS to use the contact information below to send Agreement related notifications/information. The Grantee shall provide MDHHS with updated contact information if it changes. Contact email address: huntc4@michigan.gov

2.2 Geographic Area

The Grantee shall provide services described herein in the following jurisdiction: Osceola

2.3 Reserved

2.4 Credentials

The Grantee shall assure that appropriately credentialed or trained staff under its control, including Grantee employees and/or subcontractors, shall perform functions under this Agreement.

2.5 Services to be Delivered

Activities the Grantee shall perform:

The Grantee under the terms of this Agreement may participate with the Office of Child Support (OCS) in various child support projects. These projects may be funded with additional federal performance incentives or federal or private grants. In addition to the Title IV-D standards these projects may be subject to additional specific requirements. The additional specific requirements will be provided to the Grantee and the Grantee agrees to comply with any specific requirements related to any project in which it agrees to participate.

The Grantee shall comply with all applicable requirements of the following (and any amendments to the following), hereinafter referred to as “Title IV-D Standards”, that relate to establishing paternity or obtaining and enforcing support orders:

- U.S. Code Title 42, Chapter 7, subchapter IV, Part D
- 45 Code of Federal Regulations (CFR) Part 300 to 399
- 45 CFR Part 75
- 45 CFR Part 95
- 2 CFR Part 200
- Applicable Michigan Compiled Laws and Public Acts
- Applicable Michigan Court Rules
- Friend of the Court Manual
- Prosecuting Attorney Handbook
- Combined IV-D Policy Manual
• Michigan IV-D Child Support Manual
• Michigan IV-D Memorandum (previously referred to as Action Transmittals)
• MDHHS issued policies and procedures

The Grantee shall also comply with each fiscal year's applicable Child Support Enforcement Program grant's terms and conditions as posted to Mi-support (General: https://mi-support.state.mi.us/CentralActivities/Contracts%20Documents/general_terms_and_conditions_mandatory.pdf Addendum: https://mi-support.state.mi.us/CentralActivities/Contracts%20Documents/Grant_Terms_an_Conditions_Adendum.pdf).

The Grantee shall use the automated Michigan Child Support Enforcement System (hereinafter referred to as MICSES System).

The Grantee shall perform the respective services identified in the Service Description on the Signature Page of this Agreement as outlined in Appendix A.

The Grantee shall comply with the respective performance standards as outlined in Appendix A.

2.6 Reserved

2.7 Reporting Requirements

The Grantee shall submit the following reports to MDHHS:

1. Form: DHS-286 - Title IV-D Cooperative Reimbursement Expenditure Report
   including the following supporting documentation: Personnel Expense Report
   and the FPPO Caseload Report run within 30 days after the month of service.
   Cycle: Due by the thirtieth (30th) day after month of service
   To: Michigan Department of Health and Human Services
   Submitted through EGrAMS or its successor unless otherwise instructed by OCS

2. Form: DHS-820 - Support Collection Refund/Reimbursement Request for incorrect foster care disbursements. Applies to Friend of the Court (FOC) and Combined Agreements only
   Cycle: As needed in accordance with MFOC Section 4000, Chapter 650 Section 5.85,
   "Foster Care – Financial" of the Michigan IV-D Child Support Manual outlines
   instructions for requesting foster care refunds.
   To: Michigan Department of Health and Human Services
   Reconciliation and Recoupment Section, Suite 1014
   P.O. Box 30025 Lansing, MI 48909

3. Form: DHS-820 - Support Collection Refund/Reimbursement Request for incorrect Medicaid disbursements Applies to FOC and Combined Agreements only
   Cycle: As needed in accordance with MFOC Section 4000, Chapter 650 Section 5.40,
   Public Assistance Impacts: Unreimbursed Grant, Linking, and Pass-Through
   (Client Participation Payment)* outlines instructions for requesting Medicaid
   refunds.
   To: Michigan Department of Health and Human Services
   Revenue and Reimbursement/Third Party Liability
   P.O. Box 30479 Lansing, MI 48909

4. Form: DHS-316 or collection report requesting correction of distributed support
collections Applies to FOC and Combined Agreements only

Cycle: No regular cycle; process as received
To: Michigan Department of Health and Human Services
    Office of Child Support

5. Form: OCS Tax Data Confidentiality Questionnaire
Cycle: Due annually by January 31
To: Michigan Department of Health and Human Services
    Submitted through EGrAMS or its successor unless otherwise instructed by OCS

6. Form: Criminal Background Check Plan Update/Notification of Completion
Cycle: Due annually by July 30, until such time as the Grantee provides notification in
      its Criminal Background Check report that the plan has been fully implemented.
To: Michigan Department of Health and Human Services
    Contract Manager, Office of Child Support

7. Form: MiCSES Role Conflict Waiver
Cycle: Due annually by October 1
To: Michigan Department of Health and Human Services
    Contract Manager, Office of Child Support

8. Form: CPR/BRS User Verification Report
Cycle: Due semi-annually by January 31 and July 31
To: Michigan Department of Health and Human Services
    Submitted through EGrAMS or its successor unless otherwise instructed by OCS

9. Form: Self-Assessment Compliance Report
Cycle: Due each fiscal year as directed by OCS
To: Michigan Department of Health and Human Services
    Office of Child Support

10. Form: Arrears Management Log Applies to FOC and Combined Agreements only
    Cycle: Due within 30 days after the end of each quarter
    To: Michigan Department of Health and Human Services
        Office of Child Support

11. Form: Independent Security Assessment
    Cycle: Due upon release
    To: Michigan Department of Health and Human Services
        Office of Child Support

2.8 Audit Requirements

Subrecipient Relationship

This Agreement constitutes a subrecipient relationship with MDHHS. The Grantee is required to
comply with all federal regulations related to the accounting and auditing of the federal award used to fund this Agreement. This includes, but is not limited to, compliance with the federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – Final Rule (Uniform Guidance).

Regulations applicable to funding sources are included in the Catalog of Federal Domestic Assistance (CFDA). The CFDA number and related information for this Agreement is provided in the table below.

<table>
<thead>
<tr>
<th>CFDA Title</th>
<th>CFDA Number</th>
<th>Federal Agency Name</th>
<th>Federal Award Grant Number and Phase</th>
<th>Federal Award Identification Number (FAIN)</th>
<th>Federal Award Date</th>
<th>Federal Grant Program Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title IV-D Reimbursement (State Share on the DHS-286)</td>
<td>93.563</td>
<td>U.S. Dept. of Health and Human Services (Office of Child Support Enforcement)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>IV-D</td>
<td>N/A</td>
</tr>
<tr>
<td>Title IV-D Incentive Payment</td>
<td>93.563</td>
<td>U.S. Dept. of Health and Human Services (Office of Child Support Enforcement)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>IV-D</td>
<td>N/A</td>
</tr>
</tbody>
</table>

MDHHS may change the CFDA number and/or federal funding participation (FFP) rate during the course of the Agreement. CFDA numbers and FFP rates for this Agreement shall be posted monthly on the MDHHS website. The Grantee is required to check the website to obtain up to date information regarding the CFDA numbers (unless notified otherwise by the MDHHS Bureau of Purchasing).

The Grantee shall consult the following website to obtain CDFA numbers, payments, program updates, and other audit information:

http://dhhs.michigan.gov/CFDA/

The Federal Award Identification Number (FAIN), Federal Award Date and the amount paid under each federal award as required by 2 CFR part 200.331 will be posted by OCS to https://mi-support.state.mi.us/CentralActivities/Contracts%20Documents/Forms/Contracts%20Page.aspx until such time as it can be incorporated into the http://dhhs.michigan.gov/CFDA/ website. OCS will notify the grantees when the information is available and at which location.

a. Required Audit or Audit Exemption Notice

Grantees must submit to the Department either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or a Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with Title 2 Code of Federal Regulations, Section 200.511(c) for any audit findings that impact MDHHS-funded programs, and a management letter (if issued) with a corrective action plan.

1) Single Audit

Grantees that are a state, local government, or non-profit organization that expend $750,000 or more in federal awards during the Grantee’s fiscal year,
must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512 (c).

2) Financial Related Audit
Grantees that are for-profit organizations that expend $750,000 or more in federal awards during the Grantee’s fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all Federal awards; or an audit that meets the requirements contained in Title 2 Code of Federal Regulations, Subpart F, if required by the Federal awarding agency.

3) Audit Exemption Notice
Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at http://www.michigan.gov/MDHHS by selecting Inside MDHHS – MDHHS Audit.

b. Financial Statement Audit
Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact MDHHS-funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact MDHHS-funded programs.

c. Due Date and Where to Send
The required audit and any other required submissions (i.e. corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months after the end of the Grantee’s fiscal year by e-mail to the Department at MDHHS-AuditReports@michigan.gov. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

d. Penalty
1) Delinquent Single Audit or Financial Related Audit
If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee’s fiscal year, the Department may withhold from the current funding an amount equal to five percent of the audit year’s grant funding (not to exceed $200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate the current grant if the Grantee is more than 180 days delinquent in meeting the filing requirements.

2) Delinquent Audit Exemption Notice
Failure to submit the Audit Exemption Notice, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

e. Other Audits
The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

f. Subrecipient Funding Information

<table>
<thead>
<tr>
<th>Federal Program Title</th>
<th>CFDA #</th>
<th>FFP %</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE IV-D Reimbursement (State Share on the DHS-286)</td>
<td>93.563</td>
<td>100%</td>
</tr>
<tr>
<td>TITLE IV-D Incentive Payment</td>
<td>93.563</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Note:** The Federal Program "TITLE IV-D Reimbursement (State Share on the DHS-286)" refers to the MDHHS reimbursement of amounts billed to DHHS on the DHS-286 and identified as the State Share (IV-D). MDHHS reimburses 66% of the amounts billed. The entire amount reimbursed and identified as the State Share (IV-D) is federal funding, therefore the above table uses 100%. The Federal Program "TITLE IV-D, Incentive Payment" is 100% federal funding. Any amount identified as State GF/GP is not federal funding (0% FFP). Any amount identified as Fifteen (15%) Medical Support Incentive is not federal funding (0% FFP).

**Subrecipient/Grantee Monitoring**

When passing Federal funds through to a subrecipient (if the agreement does not prohibit the passing of Federal funds through to a subrecipient), the Grantee must:

a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331(a).

b. Evaluate each subrecipient's risk of noncompliance as required by 2 CFR 200.331(b).

c. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings.

d. Verify that every subrecipient is audited as required by Subpart F of 2 CFR 200.

The Grantee must develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight, and monitoring activities, such as reviewing financial and performance reports, performing site visits, and maintaining regular contact with subrecipients.

The Grantee must establish requirements to ensure compliance for for-profit subrecipients as required by Title 2 (CFR), Section 200.501(h), as applicable.

The Grantee must ensure that transactions with contractors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with Title 2 CFR, Section 200.501(g), as applicable.
2.10 Service Documentation
The Grantee agrees to maintain program records required by MDHHS, program statistical records required by MDHHS, and to produce program narrative and statistical data at times prescribed by, and on forms furnished by, MDHHS.

2.11 Fiscal Requirements
The Grantee shall install and maintain an accounting system to identify and support all expenditures billed to MDHHS under this Agreement. The accounting system must record all income and expenses for the Grantee’s total program of which services provided under this Agreement are a part. The accounting system, as a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

The Grantee shall maintain, within the accounting system, salary and fringe benefits accounts that break out positions, hospitalization, retirement, workmen’s compensation and other fringe benefits. The Grantee shall establish and maintain payroll records for all employees. The Grantee shall maintain payroll records to support amounts billed to MDHHS in accordance with the federal timekeeping requirements described in the OMB Uniform Guidance, or as codified in the Code of Federal Regulations.

2.12 Budget
The attached budget is hereby made a part of this Agreement. The Grantee certifies that this budget has been prepared in accordance with the instructions provided by MDHHS. This document details the amount and object of expenditures for which the Grantee shall use funds paid under this Agreement. The Grantee is authorized to expend funds only for those resources indicated in the budget that are allowable, properly allocated and reasonable as defined in the instructions. The Grantee shall not be reimbursed for any expenditures incurred in budget line items that do not include dollar amounts.

Budget revision requests must be submitted in accordance with Michigan IV-D Memorandum 2015-029 or its successors.

The Grantee shall follow and adhere to the budget. However, expenditures up to a 5% increase or $3,000, whichever is less, above the direct cost line item budget categories are permissible provided the sum of all expenditures for a fiscal year does not exceed the total amount of the originally approved budget for the fiscal year(s) included in the Agreement. The Grantee must submit a budget revision line-item transfer request through EGrAMS (or its successor) unless otherwise instructed by OCS, and obtain prior approval from MDHHS to increase any line item by more than 5% or $3,000 whichever is less, or decrease line items in a fiscal year’s budget. A line-item transfer is only available if the sum of all expenditures for a fiscal does not exceed the approved budget for that fiscal year included in the Agreement. OCS is the MDHHS representative authorized to approve the budget increases and decreases. The Grantee’s request for MDHHS approval must contain sufficient information to allow MDHHS to identify which budget line items are to be increased and which line items are to be decreased, staying within the originally approved budget total.

If review of the Grantee’s financial records indicates costs are projected to exceed an approved fiscal year’s budget, the Grantee is required to submit an amendment request through EGrAMS (or its successor) for that fiscal year, unless otherwise instructed by OCS. The Grantee’s amendment request for MDHHS approval must contain sufficient information to allow MDHHS to identify which budget line items are to be increased and which line items are to be decreased. The MDHHS representative authorized to approve budget amendments is the Director, Office of Contracts and Purchasing. The due-date or submission of this request is 90 days prior to the end-date of the fiscal year period. MDHHS shall provide a response to budget amendment requests within 30 days of receipt.
Actual costs include the cost of fringe benefits provided for employees billed under this Agreement. The fringe benefits billed must be proportional to the time the employees are engaged in IV-D reimbursable activities. Further, those fringe benefits shall be no greater than fringe benefits provided to similar Non-IV-D employees. Fringe benefits may include longevity, vacation, personal leave, holiday, sick leave, medical, dental, optical, life insurance, disability insurance, retirement, social security, workers compensation, and unemployment insurance.

If any staff funded in part or whole by IV-D funds do not work full-time on IV-D matters, detailed time-records in the form of personal activity reports (PAR) for such employees are required to document the amount of time spent on reimbursable activities.

If the Grantee agrees to participate in a child support project as defined under Section 2.5 of this Agreement, the Grantee shall submit a budget(s) in accordance with the procedure described above.

2.13 Billing Procedure

The Grantee shall submit a DHS-286, "Title IV-D Cooperative Reimbursement Expenditure Report" through EGrAMS (or its successor) unless otherwise instructed by OCS to MDHHS within 30 days from the end of the monthly billing period. For the month of September, billings shall be submitted as reasonably directed by the contract administrator to meet fiscal year end closing deadlines. At its discretion, MDHHS may not make payment to the Grantee for billings submitted more than 60 days after the end of a billing period. Payments shall be sent to the Grantee's legal address on page one of this Agreement. If a different payment mailing address is required, the Grantee shall send a request via email to the MDHHS Accounting Contract Payment Unit at MDHHS-CPU@michigan.gov.

For travel costs (including mileage, meals, and lodging) incurred related to services provided under this Agreement, the Grantee may bill MDHHS the premium state rate, or Grantee’s usual reimbursement rate for employees, whichever is less. State of Michigan travel rates may be found at the following website:

http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html

The Grantee cannot charge MDHHS more for a provision of service than is charged to other entities for whom the Grantee provides services.

Costs incurred outside of the term of this Agreement shall not be eligible for reimbursement.

2.14 Federal Guidelines for Use of Federal Funds

a. In order for MDHHS to comply with the Federal Funding Accountability and Transparency Act (FFATA), the Grantee shall provide the following information:

The names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; and $25,000,000 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

The information may be mailed to the address below or FAX to (517) 335-6390.

Michigan Department of Health & Human Services
Bureau of Purchasing
Grand Tower Suite 1201
PO Box 30037
Lansing, MI 48909
2.15 Criminal Background Check

As a condition of this Agreement, the Grantee certifies that the Grantee shall, prior to any individual performing work under this Agreement, conduct or cause to be conducted an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or has access to client information.

Information about ICHAT can be found at http://apps.michigan.gov/ichat.

OCS will consider a written request from the Grantee for approval to use an alternative criminal background check methodology. Requests must be submitted and approved prior to implementation and must include a detailed description of the method and rationale for why it meets or exceeds the end product provided by ICHAT.

The Michigan Public Sex Offender Registry website address is http://www.mipsor.state.mi.us.

The National Sex Offender Public website address is http://www.nsopw.gov.

As a condition of this Agreement, the Grantee certifies that the Grantee shall, prior to any individual performing work under this Agreement, conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with children.

Information about CR can be found at http://www.michigan.gov/mdhhs/0,5885,7-33973971_7119_50648_48330-180331--,00.html

The Grantee shall require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring. If the Grantee is unable to immediately comply with this provision because of existing contracts or agreements then the Grantee must notify BOP and provide a written plan describing why they cannot comply, the steps that will be taken to comply and when the provision will be implemented in their existing contracts or agreements.

The Grantee further certifies that the Grantee shall not submit claims for or assign duties under this Agreement to any new employee, employee, subcontractor, subcontractor employee, or volunteer based on a determination by the Grantee that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

The Grantee must have a written policy describing the criteria on which its determinations shall be made and must document the basis for each determination. The Grantee may consider the recency and type of crime when making a determination. Failure to comply with this provision may be cause for immediate cancellation of this Agreement. In addition, the Grantee must further have a written policy regarding acceptable screening practices of new staff members and volunteers who have direct access to clients and/or client's personal information, which serve to protect the organization and its clients that is clearly defined. The Grantee must also assure that any subcontractors have both of these written policies.

If MDHHS determines that an individual provided services under this Agreement for any period prior to completion of the required checks as described above, MDHHS may require repayment of that individual's salary, fringe benefits, and all related costs of employment for the period that the required checks had not been completed.

2.16 Documentation of Wages Charged for Services Performed

Upon request of MDHHS, the Grantee shall submit employee activity sheets to support the amount
of wages charged on the Title IV-D Cooperative Reimbursement Expenditure Report. MDHHS will identify a specific DHS-286 and request the Grantee to submit all employee activity sheets for employees who were charged in whole or in part to MDHHS, along with any other schedules or workpapers necessary to support the amount of wages charged, in accordance with the OMB Uniform Guidance.

The Grantee shall provide the requested information no later than 10 days after the request. If, after review of the information, MDHHS determines that the Grantee is in substantial compliance with documentation requirements related to compensation, MDHHS will communicate with the Grantee that no further action is necessary. In the event the Grantee cannot support the amount of wages charged on the Title IV-D Cooperative Reimbursement Expenditure Report, MDHHS may, at its discretion, request recoupment for the difference between the amount charged and the amount that can be supported by the activity sheets.

2.17 Fees and Other Sources of Funding

The Grantee guarantees that any claims made to MDHHS under this Agreement shall not be financed by any source other than MDHHS under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to deduct from the amount billed to MDHHS the greater of either the fee amounts, or the actual costs of the services provided.

If the Grantee accepts reimbursement from a client in accordance with the terms of the Agreement, the Grantee shall deduct these fees from billings to MDHHS.

Other third party funding sources, e.g., insurance companies, may be billed for contracted client services. Third party reimbursement shall be considered payment in full unless the third party fund source requires a co-pay, in which case MDHHS may be billed for the amount of the co-pay. No supplemental billing is allowed.

2.18 Recoupment of Funding and Repayment of Debts

a. Recoupment of Funding

If the Grantee fails to comply with requirements as set forth in this Agreement, or fails to submit a revised payment request within allotted time frames established by MDHHS in consultation with the Grantee, MDHHS may, at its discretion, recoup or require the Grantee to reimburse payments made under this Agreement which MDHHS has determined that the Grantee has been overpaid. The Grantee is liable for any cost incurred by MDHHS in the recoupment of any funding.

Upon notification by MDHHS that repayment is required, the Grantee shall make payment directly to MDHHS within 30 days or MDHHS may withhold current or future payments made under this or any other agreements, current or future, between MDHHS and the Grantee.

If the Grantee fails to: (1) correct noncompliance activities identified by MDHHS, (2) submit revised billings as requested as part of a Corrective Action Plan when required; or (3) remit overpayments or make arrangements to have the overpayments deducted from future payments within 30 days, such failure shall constitute grounds to terminate immediately any or all of MDHHS' agreements with the Grantee. MDHHS shall also report noncompliance of the Grantee to Michigan's Department of Technology, Management and Budget. Such report may result in the Grantee's debarment from further contracts with the state of Michigan.

b. Repayment of Debts and Other Amounts due MDHHS

By entering into this Agreement, the Grantee agrees to honor all prior repayment agreements established by MDHHS with the Grantee or Grantee's predecessors. If the Grantee has an outstanding debt due to MDHHS but does not have a repayment
agreement, the Grantee agrees to make monthly payments to MDHHS at an amount not less than 5% of any outstanding balance and to begin on the date this Agreement is executed.

If the Grantee fails to honor prior repayment agreements, or the Grantee fails to begin repayment on an obligation due MDHHS that is not subject to a repayment agreement, MDHHS will initiate the administrative process to reduce payments to the Grantee under this Agreement to recoup the debt. The payment reduction will be made at the amount originally established in the repayment agreement or at an amount not less than 5% of any outstanding balance effective on the date this Agreement is executed.

3. MDHHS RESPONSIBILITIES

3.1 Maximum Amount of Agreement

MDHHS hereby agrees to pay the Grantee an amount not to exceed $1,586,751.45 (One Million Five Hundred Eighty Six Thousand Seven Hundred Fifty One and 45/100) for services performed in accordance with the terms of this Agreement exclusively during the period from October 1, 2016 to September 30, 2021. The Total Contract Amount equals 66% State Share plus GFGP.

From the total amount, the maximum amount that may be expended during the following periods is:

<table>
<thead>
<tr>
<th>Agreement Period</th>
<th>66% State Share (FFP)</th>
<th>GF/GP Amount</th>
<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/01/2016 through 09/30/2017</td>
<td>262,684.75</td>
<td>27,078.00</td>
<td>289,762.75</td>
</tr>
<tr>
<td>10/01/2017 through 09/30/2018</td>
<td>275,815.94</td>
<td>27,078.00</td>
<td>302,893.94</td>
</tr>
<tr>
<td>10/01/2018 through 09/30/2019</td>
<td>289,606.36</td>
<td>27,078.00</td>
<td>316,684.36</td>
</tr>
<tr>
<td>10/01/2019 through 09/30/2020</td>
<td>303,961.65</td>
<td>27,078.00</td>
<td>331,039.65</td>
</tr>
<tr>
<td>10/01/2020 through 09/30/2021</td>
<td>319,292.75</td>
<td>27,078.00</td>
<td>346,370.75</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>1,451,361.45</td>
<td>135,390.00</td>
<td>1,586,751.45</td>
</tr>
</tbody>
</table>

From the total “Net Budget” and GF/GP amounts, the maximum amount the Grantee may expend during the following periods is:

<table>
<thead>
<tr>
<th>Agreement Period</th>
<th>Net Budget Amount</th>
<th>GF/GP Amount</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/01/2016 through 09/30/2017</td>
<td>398,007.20</td>
<td>27,078.00</td>
<td>425,085.20</td>
</tr>
<tr>
<td>10/01/2017 through 09/30/2018</td>
<td>417,902.94</td>
<td>27,078.00</td>
<td>444,980.94</td>
</tr>
<tr>
<td>10/01/2018 through 09/30/2019</td>
<td>438,797.51</td>
<td>27,078.00</td>
<td>465,875.51</td>
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<tr>
<td>10/01/2019 through 09/30/2020</td>
<td>460,547.96</td>
<td>27,078.00</td>
<td>487,625.96</td>
</tr>
<tr>
<td>10/01/2020 through 09/30/2021</td>
<td>483,776.89</td>
<td>27,078.00</td>
<td>510,854.89</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>2,199,032.50</td>
<td>135,390.00</td>
<td>2,334,422.50</td>
</tr>
</tbody>
</table>

MDHHS shall notify the Grantee of additional funding availability associated with this agreement through a Notice of Funds Available (NFA), DHS-256. The NFA shall be signed by MDHHS and incorporated by reference into this Agreement unless the Grantee sends written notice of disagreement with the terms specified in the NFA within 14 days of its receipt. MDHHS hereby agrees to pay the Grantee an amount not to exceed the amount identified in the NFA for activities performed under this Agreement exclusively during the fiscal year period of the NFA.

3.2 Performance Evaluation and Monitoring

The services provided by the Grantee under this Agreement shall be evaluated and assessed at
least annually or as described in Appendix A by MDHHS.

MDHHS shall perform contract monitoring through activities such as:

a. Auditing expenditure reports.
b. Conducting on-site monitoring.
c. Reviewing and analyzing reports.

The Performance standards will be evaluated as follows:

MDHHS OCS will provide reports through Business Objects to measure the performance standards described in Appendix A. The training standard will be reported through the Learning Management System when it is implemented. A measure will not be evaluated for the FY if reporting is not available to the Grantee at the start of that FY.

On an annual basis, OCS will compare the actual results to the respective performance standards as outlined in Appendix A.

A baseline measure for the FY being evaluated will be taken using the previous FY actual results to determine a starting point for each performance standard at the beginning of each FY. If the Grantee meets the performance standard at the end of the FY being evaluated, no further action is necessary. If the Grantee does not meet the performance standard, but has improved 5 percentage points over the baseline measure, no further action is necessary.

County-level performance will be reviewed by the Program Leadership Group (PLG) annually. If the Grantee has not met the performance standard and has not improved 5 percentage points over the baseline measure, the PLG will advise OCS on the next appropriate action, including but not limited to requiring a corrective action plan (CAP). OCS will send an email to the office director and provide the comparison, the PLG determination and the subsequent action required by OCS.

If OCS requires a CAP, the Grantee shall prepare and submit within 30 days of notification to their designated OCS contract manager a CAP with specific measurable quarterly goals that correct the deficiencies within the next FY (the CAP FY). The CAP must include an explanation of why the deficiency occurred and the specific actions taken/planned.

OCS will review the CAP with the PLG as necessary and the PLG will advise OCS on the next appropriate action. OCS will send an email to the office director and provide the PLG determination and the acceptance or rejection of the CAP and any subsequent action required by OCS.

If the CAP is not submitted timely, the Grantee fails to comply with the CAP, or there is no improvement at the end of the CAP FY, OCS will consult with PLG regarding next appropriate action and may implement any penalty available by law and/or policy including but not limited to a 50% reduction of the county’s federal performance incentives for the subsequent FY and each FY thereafter or termination of the contract.

Examples:
FY00 is the baseline year
FY01 is performance evaluation year 1
FY02 is performance evaluation year 2
FY03 is performance evaluation year 3
FY04 is performance evaluation year 4
FY05 is performance evaluation year 5

Standard: 75% of CARs were evaluated and acted on within 14 days

Grantee A baseline (FY00 actual results) = 40%, report is available before the start of FY01
Grantee A FY01 performance (end of FY01) = 45%
Outcome- no action needed due to improving by 5% over previous year
Grantee A FY02 performance (end of FY02) = 47%
Outcome- corrective action plan required in FY03 for failing to improve by 5% over previous year.
Grantee A submits CAP timely in FY03
Outcome- no penalty in FY03
Grantee A FY03 performance (end of FY03) = 55%
Outcome – no further action needed for FY04 due to improving by 5% over previous year

Grantee B baseline (FY00 actual results) = 60%, report is available before the start of FY01
Grantee B FY01 performance = 80%
Outcome- no action needed due to meeting the standard
Grantee B FY02 performance = 70%
Outcome- corrective action plan required in FY03 for failing to meet the standard or improve by 5% over previous year
Grantee B does not submit CAP timely in FY03
Outcome- Grantee may be subject to penalty in FY04 and subsequent years until CAP is submitted based on OCS consultation with PLG

Grantee C baseline (FY00 actual results) = 60%, report is available before the start of FY01
Grantee C FY01 performance = 70%
Outcome- no action needed due to improving by 5% over the previous year
Grantee C FY02 performance = 70%
Outcome- corrective action plan required in FY03 due to not improving by 5% over the previous year
Grantee C submits CAP timely in FY03
Outcome- no penalty in FY03
Grantee C FY03 performance = 70%
Outcome- Grantee may be subject to penalty in FY04 and subsequent years due to insufficient improvement over previous year until performance reaches the standard or improvement is 5% over previous year based on OCS consultation with PLG

Grantee D baseline (FY01) = N/A, report not available until some-time in FY01
Grantee D FY01 performance (end of FY01) = 45%
Outcome- no action due to report not being available at the beginning of FY01
Grantee D FY02 performance (end of FY02) = 47%
Outcome- corrective action plan required in FY03 for not meeting the standard or improve by 5% over the previous year (FY01 is the baseline)
Grantee D submits CAP timely in FY03
Outcome- no penalty in FY03
Grantee D FY03 performance = 50%
Outcome- Grantee may be subject to penalty in FY04 and subsequent years due to insufficient improvement over previous year until performance reaches the standard or improvement is 5% over previous year based on OCS consultation with PLG

Grantee E baseline (FY01) = N/A, report not available
Grantee E FY01 performance (end of FY01) = N/A, report not available until some-time in FY02
Outcome- no action due to report not being available at beginning of FY01, it is available sometime in FY02
Grantee E FY02 performance (end of FY02) = 47%
Outcome- no action due to report not being available at beginning of FY02
Grantee E FY03 performance (end of FY03) = 60%
Outcome- no action needed due to improving by 5% over previous year

3.3 Program Administration
MDHHS, as a recipient of federal financial assistance, shall administer the Title IV-D program in Michigan, and shall maintain the approved Title IV-D State Plan consistent with federal requirements. MDHHS shall also distribute program regulations, forms, and instructions to the Grantee through the:

- Friend of the Court Manual
- Prosecuting Attorney Handbook
- Combined IV-D Policy Manual
- Michigan IV-D Memorandum (previously referred to as Action Transmittals)
- MI-Support Website.

4. STANDARD TERMS
4.1 Duties of Grantee
Grantee must perform the services and provide the deliverables described in Section 2.5 – Services to be Delivered (the “Agreement Activities”). An obligation to provide delivery of any commodity is considered a service and is an Agreement Activity.

Grantee must furnish all labor, equipment, materials, and supplies necessary for the performance of the Agreement Activities, and meet operational standards, unless otherwise specified in Section 2.5 – Services to be Delivered.

Grantee must:

a. Perform the Agreement Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry;
b. Meet or exceed the performance and operational standards, and specifications of this Agreement;
c. Provide all Agreement Activities in good quality, with no material defects;
d. Not interfere with MDHHS’s operations;
e. Obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement;
f. Cooperate with MDHHS, including MDHHS’s quality assurance personnel, and any third party to achieve the objectives of this Agreement;
g. Return to MDHHS any State-furnished equipment or other resources in the same condition as when provided when no longer required for this Agreement;
h. Assign to MDHHS any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of this Agreement;
i. Comply with all State physical and IT security policies and standards which will be made available upon request; and
j. Provide MDHHS priority in performance of this Agreement except as mandated by federal disaster response requirements.

Any breach under this provision is considered a material breach.

Grantee must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.
4.2 Notices
All notices and other communications required or permitted under this Agreement must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

4.3 Reserved

4.4 Reserved

4.5 Performance Guarantee
Grantee must at all times have financial resources sufficient, in the opinion of MDHHS, to ensure performance of this Agreement and must provide proof upon request. MDHHS may require a performance bond if, in the opinion of MDHHS, it will ensure performance of this Agreement.

4.6 Liability
All liability to third parties, loss, or damage as a result of claims, demands, costs or judgments arising out of activities, such as direct service delivery, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of MDHHS, if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions. MDHHS is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

4.7 Reserved

4.8 Reserved

4.9 Independent Grantee
Grantee is an independent Grantee and assumes all rights, obligations and liabilities set forth in this Agreement. Grantee, its employees, and agents will not be considered employees of MDHHS. No partnership or joint venture relationship is created by virtue of this Agreement. Grantee, and not MDHHS, is responsible for the payment of wages, benefits and taxes of Grantee’s employees and any subcontractors. Prior performance does not modify Grantee’s status as an independent Grantee.

4.10 Subcontracting
Grantee may not delegate any of its obligations under this Agreement without the prior written approval of MDHHS. Grantee must notify MDHHS at least 90 calendar days before the proposed delegation, and provide MDHHS any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must:

a. Be the sole point of contact regarding all contractual matters, including payment and charges for all Agreement Activities;
b. Make all payments to the subcontractor; and
c. Incorporate the terms and conditions contained in this Agreement in any subcontract with a subcontractor.

Grantee remains responsible for the completion of the Agreement Activities, compliance with the terms of this Agreement, and the acts and omissions of the subcontractor. MDHHS, in its sole discretion, may require the replacement of any subcontractor.

4.11 Reserved

4.12 Reserved
4.13 Assignment
Grantee may not assign this Agreement to any other party without the prior approval of MDHHS. Upon notice to Grantee, MDHHS, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Agreement to any other party. If MDHHS determines that a novation of this Agreement to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under this Agreement.

4.14 Reserved
4.15 Reserved
4.16 Acceptance
Agreement Activities are subject to inspection and testing by MDHHS within 30 calendar days of MDHHS’s receipt of them ("State Review Period"), unless otherwise provided in Section 2.5 – Services to be Delivered. If the Agreement Activities are not fully accepted by MDHHS, MDHHS will notify Grantee by the end of the State Review Period that either: (a) the Agreement Activities are accepted, but noted deficiencies must be corrected; or (b) the Agreement Activities are rejected. If MDHHS finds material deficiencies, it may: (i) reject the Agreement Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Agreement in accordance with Section 4.23, Termination for Cause.

Within 10 business days from the date of Grantee’s receipt of notification of acceptance with deficiencies or rejection of any Agreement Activities, Grantee must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Agreement Activities to MDHHS. If acceptance with deficiencies or rejection of the Agreement Activities impacts the content or delivery of other non-completed Agreement Activities, the parties’ respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to this Agreement. However, nothing herein affects, alters, or relieves Grantee of its obligations to correct deficiencies in accordance with the time response standards set forth in this Agreement.

If Grantee is unable or refuses to correct the deficiency within the time response standards set forth in this Agreement, MDHHS may cancel the order in whole or in part. MDHHS, or a third party identified by MDHHS, may perform the Agreement Activities and recover the difference between the cost to cure and the Agreement price plus an additional 10% administrative fee.

4.17 Reserved
4.18 Reserved
4.19 Reserved
4.20 Terms of Payment
Invoices must conform to the requirements communicated from time-to-time by MDHHS. All undisputed amounts are payable within 45 days of MDHHS’s receipt. Grantee may only charge for Agreement Activities performed as specified in Section 2.5 – Services to be Delivered. Invoices must include an itemized statement of all charges. MDHHS is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for MDHHS’s exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Grantee is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by MDHHS under this Agreement.

MDHHS has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. MDHHS will notify Grantee of any dispute within a reasonable time. Payment by MDHHS will not constitute a waiver of any rights as to Grantee’s continuing obligations,
including claims for deficiencies or substandard Agreement Activities. Grantee’s acceptance of final payment by MDHHS constitutes a waiver of all claims by Grantee against MDHHS for payment under this Agreement, other than those claims previously filed in writing on a timely basis and still disputed.

MDHHS will only disburse payments under this Agreement through Electronic Funds Transfer (EFT). Grantee must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Grantee does not register, MDHHS is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, MDHHS reserves the right to set off at any time any amount then due and owing to it by Grantee against any amount payable by MDHHS to Grantee under this Agreement.

4.21 Reserved

4.22 Stop Work Order
MDHHS may suspend any or all activities under this Agreement at any time. MDHHS will provide Grantee a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Grantee, MDHHS will either: (a) issue a notice authorizing Grantee to resume work, or (b) terminate this Agreement or purchase order. MDHHS will not pay for Agreement Activities, Grantee’s lost profits, or any additional compensation during a stop work period.

4.23 Termination for Cause
MDHHS may terminate this Agreement, for cause, by notifying the Grantee in writing, if the Grantee (a) breaches any of its material duties or obligations under this Agreement, or (b) fails to cure a breach within the time period specified in the written notice of breach provided by MDHHS.

4.24 Termination for Convenience
MDHHS may terminate this Agreement for its convenience, in whole or part, if MDHHS determines that a termination is in MDHHS’s best interest. Reasons for the termination must be left to the sole discretion of MDHHS and may include, but not necessarily be limited to (a) MDHHS no longer needs the services or products specified in this Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible, (c) unacceptable prices for additional services or new work requested by MDHHS, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by MDHHS. MDHHS may terminate this Agreement for its convenience, in whole or in part, by giving Grantee written notice at least 30 days before the date of termination. The Grantee may terminate this Agreement upon 30 days written notice to MDHHS at any time prior to the completion of the Agreement period.

4.25 Transition Responsibilities
Upon termination or expiration of this Agreement for any reason, Grantee must, for a period of time specified by MDHHS (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDHHS, to allow for the expired or terminated portion of the Agreement Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Agreement Activities to MDHHS or its designees. Such transition assistance may include, but is not limited to:

a. Continuing to perform the Agreement Activities at the established Agreement rates;

b. Taking all reasonable and necessary measures to transition performance of the work, including all applicable Agreement Activities, training, equipment, software, leases, reports and other documentation, to MDHHS or MDHHS’s designee;

c. Taking all necessary and appropriate steps, or such other action as MDHHS may direct, to
preserve, maintain, protect, or return to MDHHS all materials, data, property, and confidential information provided directly or indirectly to Grantee by any entity, agent, vendor, or employee of MDHHS;

d. Transferring title in and delivering to MDHHS, at MDHHS’s discretion, all completed or partially completed deliverables prepared under this Agreement as of the Agreement termination date; and

e. Preparing an accurate accounting from which MDHHS and Grantee may reconcile all outstanding accounts (collectively, "Transition Responsibilities").

This Agreement will automatically be extended through the end of the transition period.

4.26 Reserved

4.27 Reserved

4.28 Limitation of Liability
MDHHS is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

4.29 Disclosure of Litigation, or Other Proceeding
Grantee must notify MDHHS within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor, or an officer or director of Grantee or subcontractor, that arises during the term of this Agreement, including:

a. A criminal Proceeding;
b. A parole or probation Proceeding;
c. A Proceeding under the Sarbanes-Oxley Act;
d. A civil Proceeding involving:
   1) A claim that might reasonably be expected to adversely affect Grantee’s viability or financial stability; or
   2) A governmental or public entity’s claim or written allegation of fraud; or
e. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

4.30 Reserved

4.31 Data Ownership

a. Definitions. State Data is defined as any data entered on, stored in, extracted from any state or federal child support system or record. Grantee data; the grantee may collect, use and store on its own systems or in its own records data related to a child support case, this data although not state data is subject to sections 4.32 and 4.33 of this agreement. (Note: State Data or Grantee Data as defined in this section are to be read as consistent with and not limiting to child support data as defined in the Title IV-D Standards.)

This Section survives the termination of this Agreement.

b. Grantee Use of State Data. Grantee is provided a limited license to State Data for the sole and exclusive purpose of providing the Agreement Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Agreement Activities. Grantee must:

1) Use and disclose State Data solely and exclusively for the purpose of providing the Agreement Activities, such use and disclosure being in accordance with this Agreement, any applicable Statement of Work, and applicable law.
c. State Use of Grantee Data. Any data maintained on the Grantee' systems or in its records related to child support cases must be available as necessary to MDHHS. On MDHHS’s request, Grantee will provide to MDHHS any Grantee Data needed to assist MDHHS in administering the child support program. To ensure business continuity, Grantee is responsible for maintaining a backup of the Grantee Data that can be recovered within a reasonable time as agreed to considering the storage method and or the type of record.

This Section survives the termination of this Agreement.

This Section survives the termination of this Agreement.

4.32 Non-Disclosure of Confidential Information

The provisions of this Section survive the termination of this Agreement. (Note: “Confidential Information” as defined in this Section is to be read as consistent with and not limiting to the confidentiality requirements contained in the Title IV-D Standards.)

a. Meaning of Confidential Information. For the purposes of this Agreement, the term “Confidential Information” means all information and documentation of a party that:

1) Is either State Data or Grantee Data identified as confidential information in the 45 CFR 303.21, the Michigan IV-D Child Support Manual, the OCSE Security Addendum or the Internal Revenue Service (IRS) Publication 1075 and includes but is not limited to:

a) Personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Agreement Activities, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, employment information, financial information or an individual’s name in combination with any other of the elements here listed; and,

b) Personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Agreement Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of MDHHS and all right, title, and interest in the same is reserved by MDHHS.

c) Federal Parent Locator Service (FPLS) information, which consists of the National Directory of New Hire (NDNH), Debtor File, Federal Case Registry (FCR) and all associated applications and resources. The NDNH, Debtor File, and FCR are components of the federal Office of Child Support Enforcement’s (OCSE’s) automated national information system which locates employment, income, asset, and home address information on parents in child support cases for state CS agencies.

d) Federal Tax Information (FTI), which is any tax return or tax return information received from the Internal Revenue Service (IRS) or secondary source, such as the Social Security Administration (SSA) or OCSE.

b. Obligation of Confidentiality. The Grantee agrees to maintain and or use the confidential data in accordance with 45 CFR 303.21, the Michigan IV-D Child Support Manual, the
OCSE Security Addendum or the Internal Revenue Service (IRS) Publication 1075 and to maintain a Data Privacy and Information Security program as described in section 4.33 of this agreement. The Grantee agrees to advise and require its’ respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where:

1) Use of and disclosure to a subcontractor is authorized under this Agreement;
2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
3) Grantee obligates the subcontractor in a written contract to maintain MDHHS's Confidential Information in confidence.

At MDHHS's request, any employee of Grantee or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Loss of Confidential Data. In the event of any Grantee's act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of either State Data or Grantee Data or the physical, technical, administrative, or organizational safeguards put in place by Grantee that relate to the protection of the security, confidentiality, or integrity of State Data or Grantee Data, Grantee must, as applicable:

1) Notify MDHHS in accordance with Section 1.10, "Confidentiality/Security" of the IV-D Child Support Manual immediately but no later than one hour after becoming aware of such occurrence;
2) Cooperate with MDHHS in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by MDHHS;
3) In the case of PII or PHI, at MDHHS’s sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or (ii) reimburse MDHHS for any costs in notifying the affected individuals;
4) The MDHHS and the grantee may agree, depending on the severity of the circumstances in the case of PII, that the grantee may be required to provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII.
5) Perform or take any other actions required to comply with applicable law as a result of the occurrence;
6) Be responsible for recreating lost State Data in the manner and on the schedule set by MDHHS without charge to MDHHS; and,
7) Provide to MDHHS a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence.

Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Grantee's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Grantee has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring
services to be provided by Grantee.

4.33 Data Privacy and Information Security

a. Undertaking by Grantee

Without limiting Grantee’s obligation of confidentiality as further described, Grantee is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

1) As described in the Title IV-D Standards (specifically) 45 CFR 303.21 and 307.13 ensure the security and confidentiality of the confidential data;

2) As described in the Title IV-D Standards protect against any anticipated threats or hazards to the security or integrity of the confidential data as described;

3) As described in the Title IV-D Standards protect against unauthorized disclosure, access to, or use of the confidential data;

4) As described in the Title IV-D Standards ensure the proper disposal of the confidential data. data

5) Comply with the requirements of any County IV-D Office remote access agreements executed with the Office of Child Support

6) Comply with the requirements of the federal Office of Child Support Enforcement (OCSE) Security Agreement (which will be provided by MDHHS-OCS upon request until such time the Grantee is notified by MDHHS-OCS that it is posted to a link located on mi-support) and ensure that a copy has been provided to and acknowledged by the Grantee’s information technology provider.

7) Comply with the requirements of the IRS Publication 1075 (which will be provided by MDHHS-OCS upon request until such time the Grantee is notified by MDHHS-OCS that it is posted to a link located on MI-support) As part of this requirement the Grantee agrees with the following:

In performance of this Agreement, the Grantee agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

a) All work will be performed under the supervision of the Grantee or the Grantee’s responsible employees.

b) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Grantee is prohibited.

c) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

d) No work involving returns and return information furnished under this Agreement will be subcontracted without prior written approval of the IRS.

e) The Grantee will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
f) MDHHS will have the right to void the Agreement if the Grantee fails to provide the safeguards described above.

g) Criminal/Civil Sanctions

1. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

3. Additionally, it is incumbent upon the Grantee to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Grantees by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Grantee, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is
prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

4. Granting a Grantee access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Grantees must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Grantees must be advised of the provisions of IRCs 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Grantee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

h) Inspection

1. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Grantee for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the Grantee is found to be noncompliant with Agreement safeguards.

8) Comply with all applicable Michigan Department of Technology, Management & Budget (DTMB) Technical Policies, Standards, and Procedures (which will be provided by MDHHS-OCS upon request).

9) Comply with all MDHHS-OCS security and confidentiality policies (located on mi-support at https://mi-support.state.mi.us/Policy/1.10.pdf).

b. Independent Security Audit

At least once every three years, the Grantee must obtain an independent security audit that evaluates its compliance with the management, operational, and technical controls required by the OCSE Security Agreement, IRS Publication 1075, DTMB Technical Policies, Standards, and Procedures, and MDHHS-OCS security and confidentiality policies. The audit must be conducted by an unbiased, independent entity. The entity must issue an audit report that includes detailed findings and recommendations to improve the Grantee's procedures, practices and systems in order to meet the control requirements. The Grantee must provide the report to MDHHS.

The following audits will meet this requirement:

• IRS Safeguards Review conducted by the IRS; or
• Review conducted by an independent auditing/security review firm.

Under the current Information Technology (IT) support model, a biennial MDHHS-OCS IRS Internal Inspection site visit meets this requirement for State-Managed offices, but does not completely meet this requirement for County-Managed offices. The biennial MDHHS-OCS
IRS Internal Inspection site visits only review business processes; they do not review IT systems that access, store, or process confidential child support information.

c. Right of Audit by the State
Without limiting any other audit rights of MDHHS, MDHHS has the right to review Grantee’s data privacy and information security program prior to the commencement of Agreement Activities and from time to time during the term of this Agreement. During the providing of the Agreement Activities, on an ongoing basis from time to time and without notice, MDHHS, at its own expense, is entitled to perform, or to have performed, an on-site audit of Grantee’s data privacy and information security program. In lieu of an on-site audit, upon request by MDHHS, Grantee agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by MDHHS regarding Grantee’s data privacy and information security program.

d. Audit Findings
Grantee must implement any required safeguards as identified by MDHHS or by any audit of Grantee’s data privacy and information security program.

4.34 Reserved
4.35 Reserved
4.36 Records Maintenance, Inspection, Examination, and Audit
MDHHS or its designee may audit Grantee to verify compliance with this Agreement. Grantee must retain, and provide to MDHHS or its designee and the auditor general upon request, all financial and accounting records related to this Agreement through the term of this Agreement and for four years after the latter of termination, expiration, or final payment under this Agreement or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, MDHHS and its authorized representatives or designees have the right to enter and inspect Grantee’s premises or any other places where Agreement Activities are being performed, and examine, copy, and audit all records related to this Agreement. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs Agreement Activities in connection with this Agreement.

4.37 Warranties and Representations
Grantee represents and warrants:

a. Grantee is the owner or licensee of any Agreement Activities that it licenses, sells, or develops and Grantee has the rights necessary to convey title, ownership rights, or licensed use;

b. All Agreement Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect;

c. The Agreement Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;

d. Grantee must assign or otherwise transfer to MDHHS or its designee any manufacturer’s warranty for the Agreement Activities;

e. The Agreement Activities are merchantable and fit for the specific purposes identified in this Agreement;
f. The Agreement signatory has the authority to enter into this Agreement;

g. All information furnished by Grantee in connection with this Agreement fairly and accurately represents Grantee’s business, properties, finances, and operations as of the dates covered by the information, and Grantee will inform MDHHS of any material adverse changes; and

h. All information furnished and representations made in connection with the award of this Agreement is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading.

A breach of this Section is considered a material breach of this Agreement, which entitles MDHHS to terminate this Agreement under Section 4.23, Termination for Cause.

4.38 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from:

a. Holding or acquiring an interest that would conflict with this Agreement;

b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;

c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or

d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.

Grantee must immediately notify MDHHS of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs Agreement Activities in connection with this Agreement.

4.39 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.40 Reserved

4.41 Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or in a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Agreement.

4.42 Unfair Labor Practice

Under MCL 423.324, MDHHS may void any Agreement with a Grantee or subcontractor who appears on the Unfair Labor Practice register complied under MCL 423.322.

4.43 Governing Law

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.44 Non-Exclusivity

Nothing contained in this Agreement is intended nor will be construed as creating any requirements contract with Grantee. This Agreement does not restrict the State or its agencies from acquiring similar, equal, or like Agreement Activities from other sources.
4.45 Force Majeure
Neither party will be in breach of this Agreement because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, MDHHS may immediately contract with a third party.

4.46 Dispute Resolution
The parties will endeavor to resolve any Agreement dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit MDHHS's right to terminate this Agreement.

4.47 Media Releases
News releases identifying MDHHS and (including promotional literature and commercial advertisements) pertaining to the Agreement or project to which it relates that specifically refer to or include mention of MDHHS must not be made without prior written MDHHS approval, and then only in accordance with the explicit written instructions of MDHHS.

4.48 Website Incorporation
MDHHS is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement.

4.49 Reserved

4.50 Severability
If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

4.51 Waiver
Failure to enforce any provision of this Agreement will not constitute a waiver.

4.52 Survival
The provisions of this Agreement that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Agreement.

4.53 Entire Agreement and Modification
This Agreement is the entire agreement and replaces all previous agreements between the parties for the Agreement Activities. This Agreement may not be amended except by signed agreement between the parties.

The Grantee shall, upon request of MDHHS and receipt of a proposed amendment, amend this Agreement, if and when required in the opinion of MDHHS, due to the revision of federal or state
laws or regulations.

4.54 Options to Renew
At the discretion of MDHHS, this Agreement may be renewed in writing by an amendment not less than 30 days before its expiration. This Agreement may be renewed for up to two additional one-year periods.

4.55 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
The Grantee certifies to the best of its knowledge that they and their principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal or state department or agency.

b. Have not within a three-year period preceding this Agreement been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in 28 CFR 67, et seq.

d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal or state or local) terminated for cause and default.

Where the parties are unable to certify to any of the statements in this certification, the Grantee shall attach an explanation to this Agreement.

The Grantee certifies to the best of its knowledge that within the past three years, the Grantee has not:

a. Failed to substantially perform a state contract, agreement, or subcontract according to its terms, conditions, and specifications within specified time limits.

b. Refused to provide information or documents required by a contract or agreement including, but not limited to information or documents necessary for monitoring contract performance.

c. Failed to respond to requests for information regarding contract or agreement compliance, or accumulated repeated substantiated complaints regarding performance of a contract or agreement.

d. Failed to perform a state contract, agreement, or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

The Grantee shall include Section 4.55 (Certification Regarding Debarment, Suspension, and Other Responsibility Matters) language as written above in all subcontracts with other parties.

The Grantee shall require each primary subcontractor, whose subcontract will exceed $25,000, to disclose to the Grantee, in writing, whether at the time of the award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the state of Michigan. The Grantee shall then inform MDHHS of the subcontractor’s status and reasons for the Grantee’s decision to use such subcontractor, if the Grantee so decides.

If it is determined that the Grantee knowingly rendered an erroneous certification under this provision, in addition to the other remedies available to the state, MDHHS may immediately terminate this Agreement.

If the state finds that grounds to debar exist, it shall send notice to the Grantee of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a
hearing. If the Grantee does not respond with a written request for a hearing within 20 calendar days, the state shall issue the decision to debar without a hearing. The debarment period may be of any length up to eight years. After the debarment period expires, the Grantee may reapply for inclusion on bidder lists through the regular application process by authority of Executive Order 2003-1.

Appendix A: Child Support Service Types

Combined Agreements: Enforcement Services and Establishment Services

While performing Friend of the Court and Prosecuting Attorney Services in accordance with Section 2.5 of this Agreement, the Grantee shall establish paternity, obtain child support court orders and enforce and seek modification of all child support orders, over which it has jurisdiction and shall:

1) Make IV-D services available to all eligible persons.

2) Provide collection services.

3) Enforce support obligations as defined in MCL 552.501. Use all appropriate procedures including but not limited to:
   a) Wage or Income Withholding
   b) State Tax Offset
   c) Federal Tax Offset
   d) Withholding of Unemployment Compensation Benefits
   e) Imposing Liens
   f) Posting Security, Bond or Guarantee for Overdue Support
   g) Informing the Consumer Reporting Agency
   h) License Suspension
   i) Contempt Proceedings
   j) Medical Support
   k) Interstate Enforcement Action
   l) Financial Institution Data Match including abiding by the Delegation Agreement in accordance with Central Financial Institution Data Match (FIDM) Business Rules for the purpose of Administrative Lien and Levy of financial assets.
   m) Denying or Revoking Passports

4) Review and modify support orders using the "Michigan Child Support Formula Manual".

5) Perform locate actions when necessary.

6) Cooperate with other states in establishment services and for enforcement of child support orders.

7) Maintain the following administrative processes:
   a) Fiscal Policies and Accountability
   b) Bonding of Employees
   c) Separation of Cash Handling and Accounting Functions
   d) Records Maintenance
   e) Have a designated point of contact for issue resolution with partners
   f) Have publically available phone contact information for child support participants
   g) Make grievance forms available to the public and respond to grievance forms within 30 days of receipt of the grievance in accordance with MCL552.526

8) Receive, account for, and process voluntary support payments.

9) For the purpose of the Title IV-D Self-Assessment as described in 45 CFR 308.2:
a) Allow MDHHS and its' identified agents access to case records.
b) Read required case reads posted by OCS to mi-support and evaluate them against the compliance criteria and report the results to OCS.

10) If applicable, enter into a Memorandum of Understanding with its County Prosecuting Attorney in accordance with IV-D Memorandum 2015-012 (or its successors)

11) Make all reasonable efforts to establish paternity and secure orders as needed for the establishment of court ordered child support for children born in or out of wedlock as provided by law.
   a) Ensure that establishment functions not already included above in this Agreement are performed, including but not limited to: the timely assignment of paternity and support establishment cases; and proper management of the preparation of activity and financial reports.
   b) Including specific parenting time provisions incidental to establishing the initial child support order when both parties agree and in the best interests of the child.

As described in Section 2.5, the Grantee shall comply with the following Performance Standards:

The Training performance standard will be effective as of the begin date of the Agreement. The Court Action Referral (CAR) Processing, Locate, Service of Process (SOP), Order Establishment, Review and Modification, Medical Support and Timely Enforcement performance standards will be effective as of the effective date of the agreement and when the performance standard monitoring report(s) is/are available. If the report(s) is not /are not available for a particular performance standard on the effective date of the agreement then the effective date for that standard will be the first full fiscal year of the agreement that starts after the report(s) is/are available.

1) CAR Processing
   • CARS are evaluated and acted upon (progressed from “EVCAR” to the next minor activity on the Legal Processing [LPRO] screen) pursuant to IV-D policy and recorded in MiCSES within 14 calendar days of receipt.

2) Locate
   • Cases must have, documented in MiCSES, at least one locate attempt using either automated or manual methods (including but not limited to an FCR or NCOA submission, or accessing MiCSES or Business Objects locate results or postal verification) within 75 days of a non-custodial parent (NCP) being unlocated and no payment was received within the last 6 months and at least once every 90 days thereafter until located.

3) SOP
   • Successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15.

4) Order Establishment
   • IV-D cases must have an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months for child support (DS) and paternity (DP) cases.

5) Review and Modification
   • Complete the Modification and Review process as described in the Michigan IV-D Child Support Manual, Section 3.45 within 180 days of request or locating the non-requesting parent or other initiation of the review or modification.

6) Medical Support
   • Child support orders must contain provisions ordering one or both parties to provide medical insurance or cash medical support.

7) Timely Enforcement
   • Initiate or continue enforcement within thirty days of locating an NCP for all cases utilizing
either manual or automated tools other than FTRO and STRO.

8) Training
   • IV-D staff must take customer service training. Customer service training shall be training related to staff’s direct interaction with the public and can include OCS offered courses, locally offered, in person or on-line
   • IV-D staff must take MiCSES training. This includes OCS offered courses including introductory courses or subject specific courses. These courses may be instructor-led, training webinars, or webcasts.

As described in Section 3.2, the Grantee shall comply with the following Performance Evaluation and Monitoring:

The performance standards are considered to be met as follows:

1) CAR Processing
   • 75% of CARs were evaluated and acted on pursuant to IV-D policy and recorded in MiCSES within 14 calendar days.

2) Locate
   • 75% of cases had documented in MiCSES a locate attempt within 75 days of an NCP being unlocated and every 90 days thereafter until located.

3) SOP
   • 75% of cases had a successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15. Note: If from the date of the court action referral initiation, there are at least 75 days remaining in the federally required 90-day SOP timeframe (the timeframe is maintained in MiCSES as the federal expiration dates [aka “FED”]), then the SOP requirement pursuant to Michigan IV-D Child Support Manual Section 4.15 must be met and those cases are included in the evaluation. Any cases in which MiCSES calculated the federal expiration dates before March 4, 2016 are excluded from the evaluation of the performance standard.

4) Order Establishment
   • 75% of child support (DS) and paternity (DP) cases have an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months.

5) Review and Modification
   • The review and modifications are performed in accordance with the Michigan IV-D Child Support Manual, Section 3.45 and 75% are completed within 180 days.

6) Medical Support
   • 75% of cases include provisions ordering one or both parties to provide medical insurance or cash medical support.

7) Timely Enforcement
   • Enforcement was initiated or continued within thirty days of locating an NCP in 75% of cases.

8) Training
   • Approximately 50% of IV-D staff take customer service training each fiscal year. 100% of IV-D staff take customer service training every two fiscal years.
   • Approximately 50% of IV-D staff take MiCSES training each fiscal year. 100% of IV-D staff take MiCSES training every two fiscal years.
Friend of the Court: Enforcement Services

While performing Friend of the Court Services, in accordance with Section 2.5 of this Agreement, the Grantee shall enforce and seek modification of all child support orders, over which it has jurisdiction and shall:

1) Make IV-D services available to all eligible persons.

2) Provide collection services.

3) Enforce support obligations as defined in MCL 552.501. Use all appropriate procedures including but not limited to:
   a) Wage or Income Withholding
   b) State Tax Offset
   c) Federal Tax Offset
   d) Withholding of Unemployment Compensation Benefits
   e) Imposing Liens
   f) Posting Security, Bond or Guarantee for Overdue Support
   g) Informing the Consumer Reporting Agency
   h) License Suspension
   i) Contempt Proceedings
   j) Medical Support
   k) Interstate Enforcement Action
   l) Financial Institution Data Match including abiding by the Delegation Agreement in accordance with Central Financial Institution Data Match (FIDM) Business Rules for the purpose of Administrative Lien and Levy of financial assets.
   m) Denying or Revoking Passports

4) Review and modify support orders using the "Michigan Child Support Formula Manual".

5) Perform locate actions when necessary.

6) Cooperate with other states for enforcement of child support orders.

7) Maintain the following administrative processes:
   a) Fiscal Policies and Accountability
   b) Bonding of Employees
   c) Separation of Cash Handling and Accounting Functions
   d) Records Maintenance
   e) Have a designated point of contact for issue resolution with partners
   f) Have publically available phone contact information for child support participants
   g) Make grievance forms available to the public and respond to grievance forms within 30 days of receipt of the grievance in accordance with MCL552.526

8) Receive, account for, and process voluntary support payments.

9) For the purpose of the Title IV-D Self-Assessment as described in 45 CFR 308.2:
   a) Allow MDHHS and its' identified agents access to case records.
   b) Read required case reads posted by OCS to mi-support and evaluate them against the compliance criteria and report the results to OCS.

As described in Section 2.5, the Grantee shall comply with the following Performance Standards:

The Training performance standard will be effective as of the begin date of the Agreement. The Review and Modification, Locate, Medical Support and Timely Enforcement performance standards will be effective as of
the effective date of the agreement and when the performance standard monitoring report(s) is/are available. If the report(s) is not /are not available for a particular performance standard on the effective date of the agreement then the effective date for that standard will be the first full fiscal year of the agreement that starts after the report(s) is/are available.

1) Review and Modification
   • Complete the Modification and Review process as described in the Michigan IV-D Child Support Manual, Section 3.45 within 180 days of request or locating the non-requesting parent or other initiation of the review or modification.

2) Locate
   • Cases must have, documented in MiCSES, at least one locate attempt using either automated or manual methods (including but not limited to an FCR or NCOA submission, or accessing MiCSES or Business Objects locate results or postal verification) within 75 days of a non-custodial parent (NCP) being unlocated and no payment was received within the past 6 months, and at least once every 90 days thereafter until located.

3) Medical Support
   • Child support orders must contain provisions ordering one or both parties to provide medical insurance or cash medical support.

4) Timely Enforcement
   • Initiate or continue enforcement within thirty days of locating an NCP for all cases utilizing either manual or automated tools other than FTRO and STRO.

5) Training
   • IV-D staff must take customer service training. Customer service training shall be training related to staff’s direct interaction with the public and can include OCS offered courses, locally offered, in person or on-line.
   • IV-D staff must take MiCSES training. This includes OCS offered courses including introductory courses or subject specific courses. These courses may be instructor-led, training webinars, or webcasts.

As described in Section 3.2, the Grantee shall comply with the following Performance Evaluation and Monitoring:

The performance standards are considered to be met as follows:

1) Review and Modification
   • The review and modifications are performed in accordance with the Michigan IV-D Child Support Manual, Section 3.45 and 75% are completed within 180 days.

2) Locate
   • 75% of cases had documented in MiCSES a locate attempt within 75 days of an NCP being unlocated and every 90 days thereafter until located.

3) Medical Support
   • 75% of cases include provisions ordering one or both parties to provide medical insurance or cash medical support.

4) Timely Enforcement
   • Enforcement was initiated or continued within thirty days of locating an NCP in 75% of cases.

5) Training
   • Approximately 50% of IV-D staff take customer service training each fiscal year. 100% of IV-D staff take customer service training every two fiscal years.
• Approximately 50% of IV-D staff take MiCSES training each fiscal year. 100% of IV-D staff take MiCSES training every two fiscal years.

Prosecuting Attorney: Establishment Services

While performing Prosecuting Attorney Services, in accordance with Section 2.5 of this Agreement, the Grantee shall establish paternity, obtain child support court orders, enforce all child support orders over which it has jurisdiction, and shall:

1) Perform locate actions when necessary.
2) Cooperate with other states in establishment services and for enforcement of child support orders.
3) Maintain the following administrative processes:
   a) Fiscal Policies and Accountability
   b) Bonding of Employees
   c) Separation of Cash Handling and Accounting Functions
   d) Records Maintenance
   e) Have a designated point of contact for issue resolution with partners
   f) Have publicly available phone contact information for child support participants
4) For the purpose of the Title IV-D Self-Assessment as described in 45 CFR 308.2:
   a) Allow MDHHS and its' identified agents access to case records
   b) Read required case reads posted by OCS to mi-support and evaluate them against the compliance criteria and report the results to OCS
5) Make IV-D services available to all eligible persons, in the exercise of the prosecutorial duties.
6) Make all reasonable efforts to establish paternity and secure orders as needed for the establishment of court ordered child support for children born in or out of wedlock as provided by law.
   a) Ensure that establishment functions not already included above in this Agreement are performed, including but not limited to: the timely assignment of paternity and support establishment cases; and proper management of the preparation of activity and financial reports.
   b) Including specific parenting time provisions incidental to establishing the initial support order when both parties agree and in the best interests of the child.
7) At your discretion, engage in prosecution of felony non-support cases.

As described in Section 2.5, The Grantee shall comply with the following Performance Standards:

The Training performance standard will be effective as of the begin date of the Agreement. The Court Action Referral (CAR) Processing, Locate, Service of Process (SOP), Order Establishment and Medical Support performance standards will be effective as of the effective date of the agreement and when the performance standard monitoring report(s) is/are available. If the report(s) is not /are not available for a particular performance standard on the effective date of the agreement then the effective date for that standard will be the first full fiscal year of the agreement that starts after the report(s) is/are available.

1) CAR Processing
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3) **SOP**
   - Successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15.

4) **Order Establishment**
   - IV-D cases must have an order established within 6 months pursuant to Michigan IV-D Child Support Manual Section 4.15 for child support (DS) and paternity (DP) cases.

5) **Medical Support**
   - Child support orders must contain provisions ordering one or both parties to provide medical insurance or cash medical support.

6) **Training**
   - IV-D staff take customer service training. Customer service training shall be training related to staff’s direct interaction with the public and can include OCS offered courses, locally offered, in person or online.
   - IV-D staff must take MiCSES training. This includes OCS offered courses including introductory courses or subject specific courses. These courses may be instructor-led, training webinars, or webcasts.

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4) **Order Establishment**
   - 75% of child support (DS) and paternity (DP) cases had an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months.

5) **Medical Support**
   - 75% of cases include provisions ordering one or both parties to provide medical insurance or cash medical support.

6) **Customer Service**
   - Approximately 50% of IV-D staff take customer service training each fiscal year. 100% of IV-D staff take customer service training every two fiscal years.
• Approximately 50% of IV-D staff take MiCSES training each fiscal year. 100% of IV-D staff take MiCSES training every two fiscal years.
## Budget Abstract Summary

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<td>156,586.31</td>
<td>164,484.14</td>
<td>747,671.05</td>
</tr>
<tr>
<td>14. State Share (IV-D) @ 66.00%</td>
<td>262,684.75</td>
<td>275,815.94</td>
<td>289,606.36</td>
<td>303,961.65</td>
<td>319,292.75</td>
<td>1,451,361.45</td>
</tr>
<tr>
<td>15. STATE GF/GP AMOUNT</td>
<td>27,078.00</td>
<td>27,078.00</td>
<td>27,078.00</td>
<td>27,078.00</td>
<td>27,078.00</td>
<td>135,390.00</td>
</tr>
<tr>
<td><strong>TOTAL CONTRACT AMOUNT</strong></td>
<td>289,762.75</td>
<td>302,893.94</td>
<td>316,684.36</td>
<td>331,039.65</td>
<td>346,370.75</td>
<td>1,586,751.45</td>
</tr>
</tbody>
</table>
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>Year</th>
<th>Status</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>Foreclosed in 2009</td>
<td>$118,591.75</td>
</tr>
<tr>
<td>2007</td>
<td>Foreclosed in 2010</td>
<td>$37,711.53</td>
</tr>
<tr>
<td>2008</td>
<td>Foreclosed in 2011</td>
<td>$14,255.67</td>
</tr>
<tr>
<td>2009</td>
<td>Foreclosed in 2012</td>
<td>$75,613.95</td>
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<tr>
<td>2010</td>
<td>Foreclosed in 2013</td>
<td>$34,179.68</td>
</tr>
<tr>
<td>2011</td>
<td>Foreclosed in 2014</td>
<td>$93,124.21</td>
</tr>
</tbody>
</table>

Contingent Liabilities

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004</td>
<td>$0.00</td>
</tr>
<tr>
<td>2005</td>
<td>$0.00</td>
</tr>
<tr>
<td>2006</td>
<td>$0.00</td>
</tr>
<tr>
<td>2007</td>
<td>$0.00</td>
</tr>
<tr>
<td>2008</td>
<td>$0.00</td>
</tr>
<tr>
<td>2009</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

General reserve against potential claims, currently unknown. ($100,000)

Subtotal Liabilities

Available for transfer to General Fund $273,476.79

This report is prepared by Lori Leudeman, Osceola County Treasurer. Provided to the Osceola County Board of Commissioners Sept 6, 2016
Date: August 30, 2016
To: County Commissioners
Re: Replacement of Payroll/Human Resource Specialist Employee
From: Karen Bluhm

I have officially been given notice from my Payroll/Human Resource Specialist employee that her final day will November 15, 2016.

I am requesting to post and advertise that position, prior to her termination of employment, in order to hire someone and have them work with her for her last month of employment with the County.

I believe I have sufficient funds available within my budget for this additional expenditure, considering it took me two (2) months into the new year to replace my Chief Deputy when she left at the end of last year.

If you have any questions, please do not hesitate to contact me.

Thank you for your consideration in this matter.

Karen