

**NOTICE OF SEMI-MONTHLY COUNTY BOARD MEETING
And AUDIT/FINANCE MEETING**

PLEASE TAKE NOTICE that the Schoolcraft County Board of Commissioners will meet on **Thursday, August 24, 2023**, in the District Courtroom of the Schoolcraft County Building, Manistique, Michigan, commencing at **5:00 P.M.**

The following is the proposed Agenda:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes: August 10, 2023, Board and Audit-Finance Meeting

5. Approval of agenda
6. Public Hearings:
7. Brief Public Comment:
8. Old and unfinished business:
9. New Business:
 - Schoolcraft County Transit Authority Board Appointment – Partial Term Expiring 9/30/25
 - CR Meyer Carpenter Dam Gate Removal and Install
 - MSP 911 Dispatch Contract – 3 year
 - Friend of the Court CRP Contract
 - MISHDA Mortgage Discharge – Elna Jones
 - MISHDA Mortgage Discharge – Dianne Jenerou
 - Audit-Finance Committee Report and Action Items

10. Committee and department reports
11. Announcements and notices
12. Public Comment
13. Commissioner’s Comments
14. Communications
15. Audit Claims and Vouchers
16. Budget Adjustments
17. Adjournment

And, to take up and consider any other matter which may lawfully come before the Board at this time.

Paul Walker

Paul Walker, Chairperson
Schoolcraft County Board of Commissioners

Daniel P. Hoholik

Daniel P. Hoholik, Chairperson Audit-Finance
Schoolcraft County Board of Commissioners

Public may view this meeting via zoom (listening purposes only) no public comment or interaction via zoom.

Join Zoom Meeting
<https://us02web.zoom.us/j/5117745749>

Meeting ID: 511 774 5749
Passcode: 987456

**SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS
BOARD MEETING and AUDIT/FINANCE MEETING**

The Schoolcraft County Board of Commissioner's Board Meeting / Audit Finance Meeting met on Thursday, August 10, 2023, in the District Courtroom of the Schoolcraft County Building, City of Manistique, Michigan. Chairman Paul Walker called the meeting to order at 5:00 p.m. The roll was called with the following members present and/or absent:

Present: Commissioner Craig Reiter
 Commissioner Bruce Birr
 Commissioner Troy Bassett
 Commissioner Paul Walker
 Commissioner Daniel P. Hoholik
 Schoolcraft County Clerk Beth A. Edwards

Absent: None

Chairman Paul Walker led the Schoolcraft County Board of Commissioners and the members of the audience in the Pledge of Allegiance to the Flag of the United States of America.

It was moved by Commissioner Craig Reiter and was seconded by Commissioner Troy Bassett to approve the minutes of the July 27, 2023, Board and Audit-Finance Meeting of the Schoolcraft County Board of Commissioners. The motion carried by unanimous aye vote of the Board members present. [Copies of minutes are available at the Office of the Schoolcraft County Clerk.]

Chairman Paul Walker asked if there were any additions, deletions, or corrections to the printed agenda. **It was moved** by Commissioner Craig Reiter and was seconded by Commissioner Daniel P. Hoholik to approve the printed agenda. The motion carried by a unanimous aye vote of the Board members present.

“Public Hearings”: None

“Public Comment”:

Richard Musson addressed Schoolcraft County property on Duck Inn Road and trespassers on the property.

Joe Wolschleger addressed Schoolcraft County property on Duck Inn Road, trespassers on the property and possibility of purchasing said property.

“Unfinished Business”: None

“New Business”:

It was moved by Commissioner Craig Reiter and was seconded by Commissioner Troy Bassett to approve the Ambulance Service Contract Language and signature by Paul Walker, Chairman. There was discussion. **Motion was amended** as follows: **It was moved** by Commissioner Craig Reiter and was seconded by Commissioner Troy Bassett to approve the Ambulance Service Contract Language. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Craig Reiter and was seconded by Commissioner Bruce Birr to approve the letter to Chief Justice Elizabeth Clement regarding 93rd District Court and 11th Judicial Circuit Chief Judge.

Honorable Elizabeth T. Clement
Chief Justice
Michigan Supreme Court
Michigan Hall of Justice
925 W. Ottawa St.
Lansing, MI 48915

Re: Chief Judgeship of the 93rd District Court (Schoolcraft, Alger Counties)

Dear Chief Justice Clement:

We write to you today regarding our concerns with the administration of the 93rd District Court, which serves Schoolcraft and Alger Counties.

On December 31, 2021, the Honorable Mark Luoma retired following distinguished service on the 93rd District Court. Upon his retirement, the lone judgeship of the 93rd District Court fell to the Honorable Charles E. Nebel, who Schoolcraft County voters have elected as the judge of the 5th Probate District. MCL 600.8158(2).

But by Order of the Supreme Court, the Honorable Beth A. Gibson, elected as the judge of the 92nd District Court by residents of Luce and Mackinac Counties, is also the Chief Judge of the 93rd District Court.

Having assumed the Chief Judgeship of the 93rd District Court, Judge Gibson has assigned herself that court's Schoolcraft County docket. In her initial announcement, Judge Gibson stated that she did this to aid Judge Nebel as he began his tenure as both probate and district judge. It has now been more than 18 months since Judge Gibson began this practice, and it is not going well.

Judge Gibson has placed the magistrate assigned to Schoolcraft County on administrative leave without pay, and the County has not had an acting magistrate for over one year. Schoolcraft County also currently does not have a probation officer or drug court officer. Cases in Schoolcraft County have not, and cannot, be timely disposed of because Judge Gibson is not regularly present in Schoolcraft County to perform her self-appointed duties as district judge, and because there is no active magistrate in the County that may act where appropriate.

Judge Gibson has threatened to sue Schoolcraft County over a funding dispute (before reversing her position on the relevant budget issue) and has even requested that Schoolcraft County pay for legal fees she incurred, without consent of the Schoolcraft County Board of Commissioners, in preparation for her threatened lawsuit against the Board. Judge Gibson has failed to present the 93rd District Court Annual Report to the Schoolcraft County Board of Commissioners. And at this time, communication between the Board and Judge Gibson has significantly broken down.

Judge Gibson was not, and has not been, elected by the voters of Schoolcraft County. Yet she has been placed in a critical role overseeing its court system. Accordingly, she is not accountable to the voters of this County, and we must turn to you for aid and direction in solving the current impasse. We, the elected Board of Commissioners of the County of Schoolcraft, request that the Court appoint a chief judge for Schoolcraft County that is an elected officeholder in our County.

Please let us know if you have any questions and thank you for your service to the State of Michigan.

Best regards,

Paul Walker
Schoolcraft Count Board Chairman

cc: Thomas P. Boyd, State Court Administrator
Honorable Kimberly Wiegand, President, Michigan District Judges Association
Honorable Michelle R. Rick, President, Michigan Judges Association

There was discussion. Roll call vote: Craig Reiter, yes; Bruce Birr, yes; Troy Bassett, no. Daniel P. Hoholik, yes; Paul Walker, yes. The motion carried by a majority aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Daniel P. Hoholik to approve the letter of support for Michigan Institute of Forensic Science and Medicine (MIFSM).

To whom it may concern:

We write this letter in support of the Michigan Institute of Forensic Science and Medicine (MIFSM)!

Since making the critical decision to contract with MIFSM in an effort to streamline our medical examiner services within Schoolcraft County, they have exceeded ALL expectations. As you know, we as counties are constantly faced with budget decisions in an ever-changing economic environment. From unfunded mandates by the State of Michigan in addition to other economic factors, our constituents expect efficiency.

MIFSM was able to come in and carefully demonstrate not only how we can be more efficient with our dollars, but also to show how a good public/private partnership is supposed to work.

MIFSM's efforts don't just start and stop with their **full menu of medical examiner services**. They care about our constituents. They work hard to educate our citizens and provide much needed trust within our own government process. They are often represented and present at regular county meetings.

It is for that reason, among others, why we fully endorse MIFSM and encourage you to learn more about what they can do for your county.

Sincerely,

The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Paul Walker to commit \$160,000 of ARPA Funds to a Storage/Hanger Building at the Airport for county and emergency equipment. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Paul Walker to purchase a Gravely ZT HD 52” Zero-turn mower in the amount of \$5,930.24, cost covered from within budget. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Craig Reiter to move ARPA funds from General Designated Funds to the 282 ARPA Fund. There was discussion. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to move \$2,310.09 from 208-000-005.751 / Designated Cash – Recycling to 208-000-001.000 / Cash. There was discussion. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Craig Reiter and was seconded by Commissioner Troy Bassett to approve Zoning Administrator budget amendment from 101-000-481.000 / Zoning Board Charges and Fees in the amount of \$1,515 to increase 101-701-900.000 / Printing-Publishing in the amount \$925 and 101-701-710.000 / Per Diems in the amount of \$590. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to approve the Initial Work Agreement and budget for Emergency Management FY24 Performance Grant and Authorize Board Chairman to sign the Initial Work Agreement. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to approve mileage reimbursement to Zoning Board of Appeals and Planning Commission Board members to look at sites in question, the budget shall be created from Zoning Board Charges and fees 101-000-481.000. The motion carried by a unanimous aye vote of the Board members present.

Under Committee and Department Reports, the following matters were heard:

Commissioner Daniel P. Hoholik: attended Building/Grounds and Airport Committee, and Audit-Finance Committee meetings.

Commissioner Craig Reiter : attended Building/Grounds and Airport Committee, Community Mental Health Board, LMAS, Hiawatha Behavioral Health Personnel Committee, Community Action Safety Committee, and Mueller Township meetings.

Commissioner Paul Walker: attended EDC, Zoning Board of Appeals, and Audit/Finance Committee meetings.

Commissioner Bruce Burr: attended none.

Commissioner Troy Bassett: attended Manistique City Park and Recreation Board and Road Commission meetings.

Corey Barr, City Manager, thanked the county for the cooperation with the Millage Language and Ambulance Service Contract.

Ashley Reitter, Soil Conservation District, addressed recent cleanup event at Boardwalk, Soil Erosion Certification, and Annual Meeting.

(At 5:37 p.m., Commissioner Paul Walker turned the meeting over to Vice-Chairman, Commissioner Daniel P. Hoholik and excused himself from the meeting).

Dave Prestin, State Representative, addressed new proposed State Legislation for New Statewide Septic Code and a possible resolution opposing the legislation.

Announcements and Notices: None

Public Comment: Honorable Beth A. Gibson addressed the letter authorized by the Board of Commissioners to Chief Justice Elizabeth T. Clement.

Commissioner's Comment: Troy Bassett addressed becoming a Hunter Safety Instructor and the program here in Schoolcraft County.

Communications: None.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Craig Reiter to approve the claims and vouchers numbered **5408 through 5542 excluding 5465**, inclusive. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Bruce Burr to adjourn. The motion carried by a unanimous aye vote of the Board members present.

Chairman Paul Walker adjourned the Board and Audit Finance Meeting at 6:05 P.M.

Beth A. Edwards, County Clerk

Approved: _____

DRAFT

Date: August 3, 2023

Attention: Director John Stapleton

To: Mrs. Beth Edwards
Schoolcraft County Clerk
300 Walnut Street
Manistique, MI 49854

Chairperson Paul Walker
& Schoolcraft County Commissioners
300 Walnut Street
Manistique, MI 49854

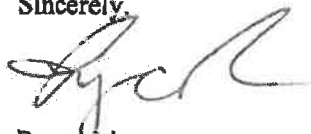
Re: Letter of Request for Appointment to:
Schoolcraft County Transit Authority Board

Chairperson Walker and Schoolcraft County Board of Commissioners,

I am writing to express my interest in being appointed to serve on the Schoolcraft County Transit Authority Board, due to the recent passing of Janet Jeffcott, and would appreciate your consideration. The term will expire September 30, 2025.

Thank you for your consideration. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,



Roger Irie

CC: John Stapleton



August 4, 2023

Mr. Steve Videtich
Schoolcraft County
300 Walnut Street Room 140
Manistique, MI 49854

Reference: Brewery Dam Gate Removal and Install REV1
Proposal ASR23-0039 REV 1

Dear Steve,

CR Meyer is pleased to provide you with a time and material proposal price of **\$45,852.00 (Forty-five Thousand, Eight Hundred, Fifty-two Dollars & 00/100)**. Labor, material, supervision, and installation are included to complete the project per the scope of work listed below:

Scope of work:

1. Mobilization and demobilization.
2. Install two bulkheads.
3. Remove two gate actuator assemblies.
4. Remove two gates.
5. Remove two gate seals.
6. Load two gates on truck.
7. Unload two gates.
8. Purchase and install two gate seals.
9. Install two gates.
10. Install two actuator assemblies.
11. Remove two bulkheads.
12. Add an additional **\$2,835.00** to the T&M total above, if seal straps require replacement.

Clarifications:

1. Our price and breakdown are based on the project being done on Time and Material and the entire project scope being completed.
2. Project based on a 4-10 schedule. No overtime has been included.
3. We have assumed access to both the left and right side of the dam for crane set up and truck positioning.
4. We assume the seal straps will be reused.
5. We assume the project will take place in 2023.

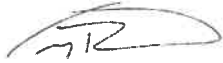
Exclusions:

1. Trucking.
2. Outside of scope work not included above.
3. Crane matting.
4. Hazardous material removal, disposal, etc.
5. Permits.
6. Testing and commissioning of the hoist.
7. Engineering.
8. Electrical.

9. Environmental controls.
10. Road work/repairs.

Thank you for giving CR Meyer the opportunity to provide City of Manistique with the proposal for this project. If you have any questions regarding this proposal, please feel free to contact me at 906.233.9914.

Respectfully,

A handwritten signature in black ink, appearing to read 'TR', enclosed within a simple, hand-drawn oval shape.

Tony Rossi
Project Manager

SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS
AUDIT-FINANCE COMMITTEE MEETING
Amended

The Schoolcraft County Board of Commissioners Audit-Finance Committee met on Wednesday, August 16, 2023, in the 1st Floor Conference Room, of the Schoolcraft County Building, City of Manistique, Michigan, commencing at 3:30 p.m. The meeting was called to order and roll was taken:

Present: Commissioner Daniel P. Hoholik
Commissioner Paul Walker
Beth A. Edwards, Clerk

Commissioner Daniel P. Hoholik led the committee in the Pledge of Allegiance.

Additions: CR Meyer Contract – Carpenter Dam Gates and MSP Dispatch Contract

Discussion:

FY24 Budget request discussions:

Sheriff ~~Charles C. Nebel~~ Charles Willour addressed the need to increase the water line item as it is increasing again. The Medical ACH Contract and the \$5,000 for prescriptions will be paid direct for prescription not to the company.

Jane Couwlier-Bridges addressed increasing the Fund 653 postage appropriation to \$11,000 as postage has gone up again.

Judge Beth A. Gibson addressed budget request and permanent full-time funds requested. Discussion of the request was more than expenses will be.

Steve Videtich addressed the Airport Budget and the matching funds for the loader needs to be \$20,250 – the budget request needs to be increased by \$250.

Steve Videtich addressed the Quote from CR Meyer to remove/replace and transport the Carpenter Dam gates for painting and replacing the seals and actuator assemblies – see attached quote in the amount of \$45,852, if the seal straps need to be replaced and additional \$2,835.

RECOMMENDATION to move to the full board for approval of the CR Meyer Quote.

Marilyn Oas, Deputy FOC, addressed the budget of 5% Administration Fee was discussed for FOC and CRP Contract that needs to be signed. **RECOMMENDATION to move the CRP Contract to the full board for approval and signature of Paul Walker, Board Chairman.**

Jackie Parker, 11th Judicial Circuit Court, addressed how she split the budget up since all counties hiring their own employee, no charge going forward for JIS, and eventually moving the liability insurance at some point. The budget for juror fees, meals, and travel maybe should be looked at as there currently are two trials scheduled, one in November and one in December. Those line items will be reviewed.

Marcy Spriks, Juvenile Officer, addressed the Childcare Fund is now reimbursing in-home costs at 75% and the basic grant remained at \$56,000. Childcare expenses have been better than expected this year but will still request \$100,000 in out-of-home for this coming year.

Abby Burton, Mental Health Court Coordinator, stated she had submitted her requested grant budget but that has not been approved yet. That award usually comes in right at the end of September and at that point there could be an adjustment.

Discussion of next Budget Meeting for FY24. August 31, 2023, at 8 a.m.

Sheriff Charles Willour addressed the combined effort between the Sheriff's Department and 93rd District Court for drug testing through Community Correction Fund so one person is ordering and provide for a cleaner billing to the individual.

Commissioner Paul Walker and Sheriff Charles Willour addressed the intercom system at the front door of the jail that is not in working order and this is a security issue, and it needs to be replaced as soon as possible. Sheriff Willour will contact Dan Edwards.

911 Dispatch Contract of \$50,503 for the 1st year of the contract slight increase each year for a total three-year contract. Sheriff Charles Willour is in favor and recommended this Contract that gets paid out of the 911 Fund. **RECOMEMNDATION to move the 911 Dispatch Contract (3 years) approval to the full board.**

Public Comment: None

Next Meeting: August 22, 2023, at 3:30 p.m.

Adjournment: Committee meeting adjourned at 4:06 p.m.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF SCHOOLCRAFT, MICHIGAN
AND
THE MICHIGAN DEPARTMENT OF STATE POLICE**

I. PARTIES

This Memorandum of Agreement (Agreement) is entered into by and between the County of Schoolcraft, Michigan (County) and the Michigan Department of State Police (MSP). The County and the MSP are collectively referred to as the "Parties."

II. PURPOSE

The purpose of this agreement is to establish and define the rights and obligations of the Parties regarding the designation of the Negaunee Regional Communication Center (NRCC) as the Primary Public Safety Answering Point (PSAP) for the Schoolcraft County E9-1-1 Service District (District).

III. AGREEMENT

The MSP will:

1. Operate the Negaunee RCC as the Primary PSAP for the County in accordance with the provisions of the Emergency 9-1-1- Service Enabling Act, MCL 484.1101 through MCL 484.1717.
2. Provide dispatching services for the State Police, Sheriff Department, and other public safety agencies within the District that utilize the NRCC upon the effective date of this agreement. Any additional public safety agencies within the County that wish to be added at a later date will be considered, depending on the dispatch method available to those agencies and the compatibility of those dispatch methods to the NRCC operation.
3. Accept calls initiated by any device capable of accessing, connecting with, or interfacing with a 9-1-1 system exclusively through the numerals 9-1-1, by dialing, initializing, or otherwise activating the 9-1-1 system through the numerals 9-1-1 by means of a local telephone device, cellular telephone device, wireless communications device, or interconnected voice over the internet device.
4. Have at least one device available for receiving calls for service from hearing or speech impaired persons.
5. Maintain the Master Street Address Guide and provide digital maps which shall, at a minimum, include street names, the range of address numbers on each street, the names of each community in the service district, and the emergency service zone of each service user. Updated maps shall be provided at least annually and in a format compatible with the equipment in use by the MSP.
6. Staff the NRCC with MSP personnel at levels determined by the MSP to be appropriate.

7. Staff the NRCC 24 hours per day, 365 days a year. In the event circumstances require evacuation of the NRCC, PSAP and dispatch duties shall be transferred to the backup PSAP as pre-designated by the County.
8. Invoice the County on a bi-annual basis for its portion of operational costs to be paid by the County on or before February 1st and August 1st of each year, as detailed in Attachment A: Schedule of Dispatch Fees. Invoices must be sent to the County at least 30-days prior to the scheduled due dates.

The County will:

9. Except as otherwise provided in this Agreement, provide the MSP funding for those costs attributable to the operation of NRCC as their Primary PSAP.
10. Set aside a minimum of \$5,000 per year in a separate NRCC Equipment Account (Equipment Account) that shall be used exclusively for equipment and operational needs pertaining to 9-1-1 dispatching at the NRCC. Requests for access to funds from the Equipment Account shall be made to the NRCC Board of Directors and shall only be granted upon approval of the Board, or by the Board Chairperson in the event of an emergency.
11. Within 30-days of receipt from the MSP, pay any invoice for the County's portion of operational costs as detailed in Section III.8 and Attachment A.

The Parties mutually agree:

12. That in the event of a significant change to those costs attributable to the operation of NRCC as the County's Primary PSAP, the Parties may mutually agree in writing to adjustments to the Schedule of Dispatch Fees.
13. The Equipment Account is in addition to the operational costs paid to the MSP and shall not be credited toward that obligation.
14. Any monies in the Equipment Account that are unused in a fiscal year shall roll over into the next year and be cumulative with that year's monies. The Equipment Account is in addition to the operational costs paid to the MSP and shall not be credited toward that obligation.
15. Requests for access to funds from the Equipment Account shall be made to the NRCC Board of Directors and shall only be granted upon approval of the Board, or by the Board Chairperson in the event of an emergency.
16. That 9-1-1 dispatching involves the use of specialized technical equipment and that Federal Communications Commission Regulations and Federal and Michigan law are constantly changing to take into account emerging technologies. If additional specialized equipment is needed at NRCC to provide 9-1-1 dispatch capabilities and the Equipment Account does not contain adequate funds, the MSP may request additional monies. These requests shall be made through the NRCC Board of Directors to the County. The County has full discretion to act upon this request.
17. MSP is the owner of record for all equipment and software purchased under this Agreement. In the event the MSP relocates its operations for any reason, the MSP shall retain ownership. Equipment purchased entirely by the County shall remain with the County. Equipment purchased entirely by partner counties of the NRCC Board shall remain with the NRCC Board.

IV. POINT OF CONTACT

The points of contact for the administration of this Agreement are indicated below. All notices or other written communications shall be addressed as indicated below or as specified by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other written communications required by or related to this Agreement shall be in writing and shall be delivered in one of the following manners:

1. In person;
2. By certified registered mail, return receipt requested, with all postage or charges prepaid; or
3. By electronic mail from an e-mail account for a point of contact indicated below to an e-mail account for a point of contact indicated below.

For the MSP:
Capt. Troy Allen
Intelligence Operations Division
7150 Harris Drive
Dimondale, Michigan 48821
AllenT@michigan.gov
Office: 989-818-2034
Fax: 517-241-6815

For the County:
(Name) CHARLIE Willour
(title) Sheriff
(address) 300 Main St.
(email) Sheriff@schoolcraftco.us
Office: ~~906-341-2122~~
Fax: ~~906-341-1054~~

V. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof and supersedes all prior negotiations, representations, proposals, agreements, and other communications between the Parties either oral or written with respect to the subject matter thereof. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

VI. TERM AND TERMINATION

This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, and remain in from **October 1, 2023** through **September 30, 2026**, unless terminated early as hereinafter set forth. Either party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of termination to the non-terminating party. If termination of this agreement requires physical relocation of PSAP operations, the date of termination may be extended by one hundred and twenty (120) days, and such extension shall not be unreasonably denied by either party.

VII. CERTIFICATION

The individual signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the party for whom he or she is signing and by doing so does hereby bind the party to the terms of this Agreement.

VIII. SIGNATORIES

The Parties, by and through their duly authorized representatives, sign their names as evidence of their approval of this Agreement.

County Representatives' Signatures	
Signature	Date
Print or Type Name <i>Paul Walker</i>	
Title Chairperson, Board of Commissioners	
Signature	Date
Print or Type Name <i>Charlie Willow</i>	
Title Chairperson, 9-1-1 Board	
MSP Representatives' Signatures	
Signature	Date
Print or Type Name Capt. Troy Allen	
Title Commander, Intelligence Operations Division	
Signature	Date

Attachment A: Schedule of Dispatch Fees

2024-2026			
	2024	2025	2026
Annual Cost (4 FTEs)	\$ 448,250	\$ 457,215	\$ 466,360
17% Baseline	\$ 74,708	\$ 76,203	\$ 77,727
County Allocation (6)	\$ 12,451	\$ 12,700	\$ 12,954
Proportional Cost	\$ 373,542	\$ 381,013	\$ 388,633

	CAD		2024-2026		
	Incidents*	% of Calls	2024	2025	2026
Baraga	8997	13%	\$ 59,040	\$ 60,221	\$ 61,425
Houghton	26697	39%	\$ 175,191	\$ 178,695	\$ 182,269
Keweenaw	1934	3%	\$ 12,691	\$ 12,945	\$ 13,204
Ontonagon	5965	9%	\$ 39,143	\$ 39,926	\$ 40,725
Schoolcraft	7696	11%	\$ 50,503	\$ 51,513	\$ 52,543
Gogebic	17019	25%	\$ 111,682	\$ 113,916	\$ 116,194
	68308	100%	\$ 389,210	\$ 396,994	\$ 404,934

**Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and**

**County Of Schoolcraft
300 East Walnut Street Courthouse Room 210
Manistique Mi 49854 1488**

**Federal I.D.#: 23-86004891, Unique Entity Identifier: GCZUYCA8WS17
hereinafter referred to as the "Grantee"**

for

Title IV-D Cooperative Reimbursement Program - 2024

Part 1

1. Period of Agreement:

This Agreement will commence on October 1, 2023, and continue through September 30, 2028. No activity will be performed and no costs to the state will be incurred prior to October 1, 2023. Throughout the Agreement October 1, 2023, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$1,512,093.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$1,010,952.38. Annual budget amounts are:

	<u>Agreement Period</u>	<u>Amount</u>
Year 1	10/01/2023 through 09/30/2024	\$194,493.82
Year 2	10/01/2024 through 09/30/2025	\$189,976.78
Year 3	10/01/2025 through 09/30/2026	\$199,094.68
Year 4	10/01/2026 through 09/30/2027	\$208,667.32
Year 5	10/01/2027 through 09/30/2028	\$218,719.78

The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egramms-mi.com/mdhhs>).

The Agreement is designated as a:

- Subrecipient relationship (federal funding); or
- Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$3,000 or 5%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is to initiate and carry out proceedings to enforce child support payment orders, and to establish and maintain support orders regarding custody, parenting time, health care coverage, and other relevant child support topics.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which are part of this Agreement.

8. **Administration of the Agreement:**

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

Sonya Butler Finance Manager (517) 241-7728
butlers2@michigan.gov

Name	Title	Telephone No.	Email Address
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9. **Grantee's Financial Contact for the Agreement:**

The financial contact acting on behalf of the Grantee for this Agreement is:

BETH EDWARDS Financial Officer

Name	Title
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probateregister@schoolcraftcounty.us (906) 341-3641

E-Mail Address	Telephone No.
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10. **Special Conditions:**

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. **Special Certification:**

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. **Signature Section:**

For the Grantee (all agreement types)

Chairperson, County Board of Commissioners Date

For the Grantee (Friend of Court and Combination agreements only)

Chief Circuit Judge Date

For the Grantee (Prosecuting Attorney and Combination agreements only)

Prosecuting Attorney Date

For the Office of Child Support

Director, Bureau of Grants and Purchasing Date

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement, must:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.
2. Acknowledge the rights of access in this section are not limited to the

required retention period. The rights of access will last as long as the records are retained.

3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II. A.).

1. Required Audit or Audit Exemption Notice

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 Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. 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 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described 2 CFR 200.512 (c).

b. 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 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. 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 State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. 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 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 the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. 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 the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). 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.

4. Penalty

a. 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 any payment from the Department to the Grantee 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 any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

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

H. Subrecipient Monitoring

1. 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 200.332.
 - b. Ensure the subrecipient complies with all the requirements of this Agreement.
 - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
 - d. 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 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
 - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. 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 this Agreement, 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.
 3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
 4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard

copy, that contain state or federal data must be protected from unauthorized access.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 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. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. 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
 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
 - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Reserved

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).

2. Uphold high ethical standards and be prohibited from the following:
 - 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.
3. Immediately notify the Department 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 activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
 - a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
 - b. Federally funded Grantees must comply with Title 2 CFR 200.475.
 - c. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
 - d. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.
 - b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance.
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that subcontractors maintain the required insurances contained in this Section.
4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.

2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on 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.
 - a. ICHAT: <http://apps.michigan.gov/ichat>
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. 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.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. 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.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this

Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

C. Non-Discrimination

1. 1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et

seq.), and any breach thereof may be regarded as a material breach of this Agreement.

2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a 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) or private 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, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds

cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended.

This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement must require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement will prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
- b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the

- Department; or
- c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
 3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and

information by the Grantee's employees.

5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. State Data

1. Ownership. The Department's data ("State Data," which will be treated by Grantee as Confidential Information) includes: (a) the Department's data, user data, and any other data collected, used, processed, stored, or generated as the result of this Agreement; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of this Agreement, 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, or an individual's name in combination with any other of the elements here listed; and, (c) protected health information ("PHI") collected, used, processed, stored, or generated as the result of this Agreement, 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 the Department and all right, title, and interest in the same is reserved by the Department.

2. Grantee Use of State Data. Grantee is provided a limited license to State Data for the sole and exclusive purpose of providing the activities outlined in the Agreement's Statement of Work, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Agreement's Statement of Work. Grantee must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the activities described in the Statement of Work, such use and disclosure being in accordance with this Agreement, any applicable Statement of Work, and applicable law; (c) keep and maintain State Data in the continental United States and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Grantee's own purposes or for the benefit of anyone other than the Department without the Department's prior written consent. Grantee's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.
3. Extraction of State Data. Grantee must, within five business days of the Department's request, provide the Department, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Grantee), an extract of the State Data in the format specified by the Department.
4. Backup and Recovery of State Data. Grantee is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Grantee must maintain a contemporaneous backup of State Data that can be recovered within two hours at any point in time.
5. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Grantee that compromises or is suspected to compromise the security, confidentiality, or integrity of State 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, Grantee must, as applicable: (a) notify the Department as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the Department 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 the Department; (c) in the case of PII or PHI, at the Department's sole election, (i) with approval and assistance from the Department, 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 the Department for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the Department in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Grantee's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless the Department for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the Department in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the Department without charge to the Department; and, (i) provide to the Department 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, not be tangentially used for any solicitation purposes, 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. The Department will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed, and approved by the Department in writing prior to its dissemination. The parties agree that any damages relating to a breach of this section are to be considered direct damages and not consequential damages.

6. Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within 5 Business Days from the date of termination, return to the other party any and all Confidential Information received from

the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Grantee must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Grantee must destroy the Confidential Information as specified above. The Grantee must certify the destruction of Confidential Information (including State Data) in writing within 5 Business Days from the date of confirmation from the State. Any requirement on the Grantee's part to retain data beyond the end of this contract must be authorized by the State

Q. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.
2. Meaning of Confidential Information
For the purpose of this Agreement the term "confidential information" means all information and documentation that:
 - a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
 - b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
 - c. Should reasonably be recognized as confidential information of the disclosing party; or
 - d. Reserved
 - e. Is designated by law as confidential.
3. The term "confidential information" does not include any information or documentation that was:
 - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);

- b. Already in the possession of the receiving party without an obligation of confidentiality; or
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights.
 - d. Reserved
 - e. Reserved
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

R. Data Privacy and Information Security

1. 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: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Grantee, if any, comply with all of the foregoing. In no case will the safeguards of Grantee's data privacy and information security program be less stringent than the safeguards used by the Department, and Grantee must at all times comply with all applicable State policies and standards, which are available to Grantee upon request.
2. Reserved
3. Right of Audit by the State. Without limiting any other audit rights of the Department, the Department has the right to review Grantee's data privacy and information security program prior to the commencement of the Agreement's Statement of Work and from time to time during the term of this Agreement. During the providing of the Agreement's Statement of Work, on an ongoing basis from time to time and without notice, the Department, 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 the Department, Grantee agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the Department regarding Grantee's data privacy and information security program.
4. Audit Findings. Grantee must implement any required safeguards as identified by the Department or by any audit of Grantee's data privacy and information security program.

S. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Reserved

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site:

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of

any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

- D. Immediately if the Department determines that Grantee fails or has failed to meet its obligations under Part 2 Section III. R.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee must immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. 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 parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

XII. State of Michigan Agreement

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 the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

A Attachment A - Statement of Work

The Grantee shall comply with the following Performance Standards:

1. **CAR Processing** (for Prosecuting Attorney and combined offices ONLY): 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** (for Prosecuting Attorney and combined offices ONLY): Successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15.
4. **Order Establishment** (for Prosecuting Attorney and combined offices ONLY): 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** (for Friend of the Court and combined offices ONLY): 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** (for Friend of the Court and combined offices ONLY): 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 (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year. IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

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:** 80% of IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year. 80% of IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

B Attachment B - Budget

Budget Summary - 2024

A. CONTRACT DESCRIPTION

COUNTY : Schoolcraft CONTRACT NO : CSFOC24-77001
 PROVIDER : _____ FOC PA _____ COM _____
 FISCAL YEAR : 2024 AMENDME LINE ITEM
 : _____ NT _____ TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2024 IV-D Budget	Adjustment To 2024 IV-D Budget	Revised 2024 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	1.99	0.00	0.00	2.00
2. % of Total FTE	99.50	0.00	0.00	100.00
3. Caseload % (FOC, COM)	95.73	0.00	0.00	100.00
Budget Categories	Current 2024 IV-D Budget	Adjustment To 2024 IV-D Budget	Revised 2024 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	200,099.03	0.00	0.00	201,262.74
2. Data Processing	2,487.50	0.00	0.00	2,500.00
3. Other Direct	27,860.00	0.00	0.00	28,000.00
4. Central Services	52,680.47	0.00	0.00	52,945.20
5. Paternity Testing	0.00	0.00	0.00	0.00
6. TOTAL EXPENDITURES	283,127.00	0.00	0.00	284,707.94
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	283,127.00	0.00	0.00	284,707.94
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	283,127.00	0.00	0.00	284,707.94
13. County Share @ 34.00%	96,263.18	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	186,863.82	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	7,630.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	194,493.82	0.00	0.00	0.00

Budget Summary - 2025

A. CONTRACT DESCRIPTION

COUNTY : Schoolcraft CONTRACT NO : CSFOC24-77001
 PROVIDER : _____ FOC PA _____ COM _____
 FISCAL YEAR : 2025 AMENDMEN T _____ LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2025 IV-D Budget	Adjustment To 2025 IV-D Budget	Revised 2025 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	1.99	0.00	0.00	2.00
2. % of Total FTE	99.50	0.00	0.00	100.00
3. Caseload % (FOC, COM)	95.73	0.00	0.00	100.00
Budget Categories	Current 2025 IV-D Budget	Adjustment To 2025 IV-D Budget	Revised 2025 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	200,099.03	0.00	0.00	201,262.74
2. Data Processing	995.00	0.00	0.00	1,000.00
3. Other Direct	19,874.47	0.00	0.00	19,974.34
4. Central Services	55,314.50	0.00	0.00	55,592.46
5. Paternity Testing	0.00	0.00	0.00	0.00
6. TOTAL EXPENDITURES	276,283.00	0.00	0.00	277,829.54
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	276,283.00	0.00	0.00	277,829.54
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	276,283.00	0.00	0.00	277,829.54
13. County Share @ 34.00%	93,936.22	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	182,346.78	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	7,630.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	189,976.78	0.00	0.00	0.00

Budget Summary - 2026

A. CONTRACT DESCRIPTION

COUNTY : Schoolcraft CONTRACT NO : CSFOC24-77001
 PROVIDER : _____ FOC PA _____ COM _____
 FISCAL YEAR : 2026 AMENDMEN T _____ LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2026 IV-D Budget	Adjustment To 2026 IV-D Budget	Revised 2026 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	1.99	0.00	0.00	2.00
2. % of Total FTE	99.50	0.00	0.00	100.00
3. Caseload % (FOC, COM)	95.73	0.00	0.00	100.00
Budget Categories	Current 2026 IV-D Budget	Adjustment To 2026 IV-D Budget	Revised 2026 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	208,015.21	0.00	0.00	209,213.92
2. Data Processing	2,487.50	0.00	0.00	2,500.00
3. Other Direct	21,515.07	0.00	0.00	21,623.19
4. Central Services	58,080.22	0.00	0.00	58,372.08
5. Paternity Testing	0.00	0.00	0.00	0.00
6. TOTAL EXPENDITURES	290,098.00	0.00	0.00	291,709.19
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	290,098.00	0.00	0.00	291,709.19
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	290,098.00	0.00	0.00	291,709.19
13. County Share @ 34.00%	98,633.32	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	191,464.68	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	7,630.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	199,094.68	0.00	0.00	0.00

Budget Summary - 2027

A. CONTRACT DESCRIPTION

COUNTY : Schoolcraft CONTRACT NO : CSFOC24-77001
 PROVIDER : _____ FOC PA _____ COM _____
 FISCAL YEAR : 2027 AMENDMEN T _____ LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2027 IV-D Budget	Adjustment To 2027 IV-D Budget	Revised 2027 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	1.99	0.00	0.00	2.00
2. % of Total FTE	99.50	0.00	0.00	100.00
3. Caseload % (FOC, COM)	95.73	0.00	0.00	100.00
Budget Categories	Current 2027 IV-D Budget	Adjustment To 2027 IV-D Budget	Revised 2027 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	219,465.21	0.00	0.00	220,713.92
2. Data Processing	2,487.50	0.00	0.00	2,500.00
3. Other Direct	21,665.06	0.00	0.00	21,773.93
4. Central Services	60,984.23	0.00	0.00	61,290.68
5. Paternity Testing	0.00	0.00	0.00	0.00
6. TOTAL EXPENDITURES	304,602.00	0.00	0.00	306,278.53
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	304,602.00	0.00	0.00	306,278.53
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	304,602.00	0.00	0.00	306,278.53
13. County Share @ 34.00%	103,564.68	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	201,037.32	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	7,630.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	208,667.32	0.00	0.00	0.00

Budget Summary - 2028

A. CONTRACT DESCRIPTION

COUNTY : Schoolcraft CONTRACT NO : CSFOC24-77001
 PROVIDER : _____ FOC PA _____ COM _____
 FISCAL YEAR : 2028 AMENDMEN T _____ LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2028 IV-D Budget	Adjustment To 2028 IV-D Budget	Revised 2028 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	1.99	0.00	0.00	2.00
2. % of Total FTE	99.50	0.00	0.00	100.00
3. Caseload % (FOC, COM)	95.73	0.00	0.00	100.00
Budget Categories	Current 2028 IV-D Budget	Adjustment To 2028 IV-D Budget	Revised 2028 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	228,925.21	0.00	0.00	230,213.92
2. Data Processing	2,487.50	0.00	0.00	2,500.00
3. Other Direct	24,386.86	0.00	0.00	24,509.41
4. Central Services	64,033.43	0.00	0.00	64,355.21
5. Paternity Testing	0.00	0.00	0.00	0.00
6. TOTAL EXPENDITURES	319,833.00	0.00	0.00	321,578.54
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	319,833.00	0.00	0.00	321,578.54
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	319,833.00	0.00	0.00	321,578.54
13. County Share @ 34.00%	108,743.22	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	211,089.78	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	7,630.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	218,719.78	0.00	0.00	0.00

Budget Abstract Summary

Description	2024	2025	2026	2027	2028	Total
SECTION B						
1. FTE Positions	1.99	1.99	1.99	1.99	1.99	9.95
2. % of Total FTE	99.50	99.50	99.50	99.50	99.50	497.50
3. Caseload % (FOC, COM)	95.73	95.73	95.73	95.73	95.73	478.65
SECTION C						
1. Personnel	200,099.03	200,099.03	208,015.21	219,465.21	228,925.21	1,056,603.69
2. Data Processing	2,487.50	995.00	2,487.50	2,487.50	2,487.50	10,945.00
3. Other Direct	27,860.00	19,874.47	21,515.07	21,665.06	24,386.86	115,301.46
4. Central Services	52,680.47	55,314.50	58,080.22	60,984.23	64,033.43	291,092.85
5. Paternity Testing	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL EXPENDITURES	283,127.00	276,283.00	290,098.00	304,602.00	319,833.00	1,473,943.00
7. Service Fees	0.00	0.00	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00	0.00	0.00
10. SUB TOTAL	283,127.00	276,283.00	290,098.00	304,602.00	319,833.00	1,473,943.00
11. Federal Incentives	0.00	0.00	0.00	0.00	0.00	0.00
12. NET BUDGET	283,127.00	276,283.00	290,098.00	304,602.00	319,833.00	1,473,943.00
13. County Share @ 34.00%	96,263.18	93,936.22	98,633.32	103,564.68	108,743.22	501,140.62
14. State Share (IV-D) @ 66.00%	186,863.82	182,346.78	191,464.68	201,037.32	211,089.78	972,802.38
15. STATE GF/GP AMOUNT	7,630.00	7,630.00	7,630.00	7,630.00	7,630.00	38,150.00
TOTAL CONTRACT AMOUNT	194,493.82	189,976.78	199,094.68	208,667.32	218,719.78	1,010,952.38

- B3** **Attachment B3 - Equipment Inventory Schedule**
Attachment B3 - Equipment Inventory Schedule

- C** **Attachment C - Performance Report Requirements**
Attachment C - Performance/Progress Report Requirements

- E** **Attachment E - Program Requirements**
Attachment E - Program Specific Requirements

DISCHARGE OF MORTGAGE

Know all Men by these Presents, that the Board of Commissioners of the County of Schoolcraft and State of Michigan,

Do Hereby Certify, that certain Indentures of Mortgage in the amount(s) as follows:

\$18,140, bearing the date of August 28, of 2006, made and executed by Elna Jones, a woman of lawful age, whose address is 319 N. Cedar Street, Manistique, MI 49854 in the CDBG/Home Housing Rehabilitation Program of Schoolcraft County, recorded in the Registrar's Office for the County of Schoolcraft and State of Michigan, the original Mortgage received August 30, 2006 **Liber number 227 Page number 178** dated August 28, 2006, in the amount of \$18,140 concerning the following described property located in Schoolcraft County, State of Michigan:

Part of Gov't Lot 3 of Section 12, Township 41 North, Range 16 West, described as follows: Commencing at a point in the W line of Cedar Street 198 ft. Northerly and along the W line of Cedar St 47 ft.; thence Westerly and parallel with the N line of Elm St 269.3 ft. to the right of way of the railroad; then Southwesterly along said right of way 50.14 ft.; thence Easterly and parallel with the N line of Elm St 285.3 ft to the Point of Beginning

of the first part, to Schoolcraft County, a Municipal Corporation, 300 Walnut Street, Manistique, MI 49854 of the second part, and

Said mortgage(s) is fully paid, satisfied and discharged.

In Witness Whereof, the County hereunto set its hand this _____ **Date:** _____
Signed, Sealed and Delivered in the Presence of

Witness:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
(_____)Print _____ Chairman-Board of Commissioners
Schoolcraft County

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
(_____)Print

STATE OF MICHIGAN
COUNTY OF Schoolcraft ss.

The foregoing instrument was acknowledged before me on _____ 2023, by _____, Schoolcraft County Board of Commissioners Chairman, Michigan.

DRAFTED BY
Julie Moberg
MDS Community Action Agency
507 1st Ave N
Escanaba, MI 49829

Print name:

Notary Pubic, Schoolcraft County
My Commission Expires: _____

DISCHARGE OF MORTGAGE

Know all Men by these Presents, that the Board of Commissioners of the County of Schoolcraft and State of Michigan,

Do Hereby Certify, that certain Indentures of Mortgage in the amount(s) as follows:

\$14,572, bearing the date of August 1st of 2011, made and executed by Dianne Jenerou, a single woman, whose address is 209 New Elm Street, Manistique, MI 49854 in the MSHDA Homebuyer Assistance Program of Schoolcraft County, recorded in the Registrar’s Office for the County of Schoolcraft and State of Michigan, the original Mortgage received August 3, 2011 **as #201101126** dated August 1st, 2011, in the amount of \$14,572 concerning the following described property located in Schoolcraft County:

Section 12, T41N, R16W, Part of Gov’t Lot 3, beg 289’W of Int of N In of Elm Street & W In of Cedar Street, th W 62.4’ to Charcoal Iron Co R/W, th NE’ly alg R/W 128.4’ th E 22.4’, th S 120’ to POB, City of Manistique

of the first part, to Schoolcraft County, a Municipal Corporation, 300 Walnut Street, Manistique, MI 49854 of the second part, and

Said mortgage(s) is fully paid, satisfied and discharged.

In Witness Whereof, the County hereunto set its hand this _____ **Date:** _____
Signed, Sealed and Delivered in the Presence of

Witness:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(_____)Print _____ Chairman-Board of Commissioners
Schoolcraft County

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(_____)Print

STATE OF MICHIGAN
COUNTY OF Schoolcraft ss.

The foregoing instrument was acknowledged before me on _____ 2023, by _____, Schoolcraft County Board of Commissioners Chairman, Michigan.

DRAFTED BY
Julie Moberg
MDS Community Action Agency
507 1st Ave N
Escanaba, MI 49829

Print name:

Notary Pubic, Schoolcraft County
My Commission Expires: _____

NOTICE OF COMMITTEE MEETING

PLEASE TAKE NOTICE that there will be a meeting of the *Audit-Finance Committee* of the Schoolcraft County Board of Commissioners on **Tuesday, August 22, 2023, at 3:30 p.m.** in the 1st Floor Conference Room, Schoolcraft County Courthouse, Manistique, Michigan.

1. Call to order
2. Roll call
3. Pledge of Allegiance
4. Discussion:
 - Duck Inn Rd Property
 - City of Manistique Public Safety Vehicles Proposal
 - Germfask Township Fire Department Building
 - Hiawatha Township Fire Department Equipment
 - EDC Request for Funds
 - Any other matter brought to the Committee.
5. Public Comment
6. Adjournment

and to take up and consider any other matter which may lawfully come before the Board at this time.

Daniel Hoholik

Dated: August 18, 2023

Daniel P. Hoholik, Audit-Finance Committee Chairperson
Schoolcraft County Commissioner