

COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS'

**COMMITTEE OF THE WHOLE
AGENDA**

Tuesday, August 6, 2024 at 9:30 a.m.

Osceola County Administration Building
602 W. Upton Ave., Reed City, Michigan

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

1. Meeting Called to Order by Chairperson.
2. Additions or Deletions to the Agenda – Approval of the Agenda.
3. Brief Public Comments (Three Minute Limit).
4. Employee/Board Comments.
5. Consider Approval of the Minutes of July 16, 2024.
6. Review Payment of Claims.
7. Review Budget Amendments, Cash Transfers and Journal Register for June from Treasurer.
8. Old Business – Discuss:
 - a. Crawford Park – Mark Gregory.
9. New Business – Discuss:
 - a. Community Mental Health for Central Michigan Presentation – Bryan Krogman & Lisa Martinson.
 - b. Rose Lake Youth Camp – Kim Young, Ted Hoffman & Susie Miller.
 - c. District Ct Magistrate/Ct Administrator/Director of Probation Appointment – Kurt Spalding.
 - d. Probate/Family Court Items – Heather Streicher:
 1. Child Care Fund (CCF) FY25 Budget & Contract.
 2. Child & Parent Legal Representation (CPLR) FY25 Grant Acceptance.
 - e. Merit Fiber Project Agreements – JT Burgess.
 - f. C.O.A. AAAM FY24 OAA Contract Amendment – Justin Halladay.
 - g. Veterans' Services Lamar Contract – Justin Halladay.
 - h. E.M.S. Career Survival Training – Jenny Edstrom.
 - i. Various Items – Tim Ladd:
 1. Indigent Defense Managed Assigned Counsel Administrator Agreement.
 2. Mortgage Discharge for Douglas & Connie Johnson.
 3. Set Date for Public Hearing CDBG Housing Emergency Repair Program Close Out Grant Year.
10. Other Business:
11. Employee/Board Comments.
12. Extended Public Comments (Six Minute Limit).
13. Adjournment.

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

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

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

If you should require special assistance in order to attend the meeting, please notify the County Administrator/Controller at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.

**OSCEOLA COUNTY
COMMITTEE OF THE WHOLE MINUTES
JULY 16, 2024**

The meeting was called to order at 9:30 a.m. by Chairman Gregory at the County Administration Building in Reed City.

Present: Commissioners Mark Gregory, Jim Custer, Tim Michell, Greg Gydesen, David Turner, Scott Stieg and Sally Momany.

Also present: Tonia Hartline-Treasurer, Heather Gray-Register of Deeds, Sheriff Cool, Undersheriff Avery, Jeremy Andres-Jail Administrator, Steve Young-E.M.S. Director, Tracey Cochran-County Clerk, Tim Ladd-Administrator/Controller, and members of the public.

Motion by Commissioner Turner, seconded by Commissioner Stieg to approve the agenda as amended. Recommendation carried unanimously.

Public Comment: Rhonda Lange, Reed City resident, spoke about the E.M.S. Evert base landscaping quote and documents she received in a FOIA request.

Employee Comment: None

Motion by Commissioner Custer, seconded by Commissioner Michell to approve the minutes of July 2, 2024, as amended. Recommendation carried unanimously.

Review of Payment of the Claims

Commissioner Momany will review and discuss the claims at the Board of Commissioners' meeting.

Review of Budget Amendments and Cash Transfers

Commissioner Momany will review at the Board Meeting.

Resolution Support Reed City Establishing a Downtown Development Authority

Tim Ladd, Administrator/Controller, requested board approval for the resolution to support Reed City in establishing a Downtown Development Authority as presented.

Motion by Commissioner Turner, seconded by Commissioner Custer to approve the Resolution as presented supporting Reed City establishing a Downtown Development Authority. Recommendation carried unanimously.

County 2025 Budget Process Update

Tim Ladd, Administrator/Controller, provided an update on the 2025 budget process and stated meeting with department heads should start on August 16, 2024.

County 2023 Audit

Ken Talsma from Anderson, Tackman & Company, PLC shared highlights from the 2023 County audit. He reported the County was given a clean unmodified rating, which is the highest obtainable result. He shared information regarding fund balance, MERS retirement, and new GASB rules for 2024. Discussion held.

Motion by Commissioner Turner, seconded by Commissioner Stieg to accept the 2023 County Audit Report as presented. Recommendation carried unanimously.

Middle Michigan Development Corporation Update

James McBryde, President and CEO, and Kati Mora, Vice President, of Middle Michigan Development Corporation shared details about the 17 companies they visited, the 45 companies they assisted and the grants received. Additionally, they discussed the upcoming splash pad project for Reed City and the East Central Child Care Planning Initiative.

Osceola-Lake Conservation District Update & Services Agreements

Mark Sweppenheiser, District Manager, provided an update on some of the Conservation District's various items, spring tree sale, household hazardous waste numbers from 2023, tire collection and the fall tree sale. Zach Pecklo, Invasive Species Technician, with CISMA spoke about active grants they have with the U.S. Forest Service and the DNR, his role in trying to control wild parsnip and phragmites in the area and a phone app that can assist in identifying and reporting these invasive species.

Motion by Commissioner Michell, seconded by Commissioner Turner to approve the service agreement for \$2,500.00 to approve the Osceola-Lake Conservation District Service Household Hazardous Waste Collection & Disposal program for 2024 as presented. Recommendation unanimously carried.

Motion by Commissioner Turner, seconded by Commissioner Stieg to approve the service agreement for \$1,500.00 to the Osceola-Lake Conservation District Tire and/or Electronics Collection and Recycle Program for 2024 as presented. Recommendation unanimously carried.

Tire Collection

Peggy Hoard, Middle Branch Township Clerk, informed the board that she would be stepping down as the coordinator of the Tire Collection Grant. Discussion held. Peggy was thanked for her years of service to the community.

E.M.S. Monthly Report for June 2024

Steve Young, E.M.S. Director, provided an update on the E.M.S. June 2024 monthly report. He also provided January through June 2024 statistics in his report. Discussion was held on the Echo Unit.

E.M.S. Bad Debt Report 2nd Qtr 2024

Steve Young, E.M.S. Director, provided the total write-offs for 2nd quarter of 2024 of \$33,588.52. Discussion held on the effectiveness of the current collection agency.

Motion by Commissioner Turner, seconded by Commissioner Custer to approve the bad debt write off as presented by E.M.S. Director Steve Young for the months of April 2024 through June 2024. Recommendation carried unanimously.

E.M.S. Evert Base Landscaping Quotes

Steve Young, E.M.S. Director, stated the topsoil at the Evert E.M.S. station is already starting to erode and stated he spoke to the contractor about the seed. Discussion held.

Acceptance of Quote Sheriff/Jail Roof

Commissioner Turner spoke about the bids received for the jail roof. Discussion held accepting the bid from Five Star Roofing, the warranty, and the additional cost of removing the stone.

Motion by Commissioner Michell, seconded by Commissioner Turner to approve accepting the proposal from Five Star Commercial Roofing with 30-year warranty at a cost of \$176,445.00 as presented for the Sheriff/Jail roof and to forgo the county purchasing policy with the cost to be allocated from the General Fund. Recommendation carried unanimously.

County Picnic

Tim Ladd, Administrator/Controller, spoke about the annual county picnic, what food was provided by commissioners in the past, and possible dates.

Motion by Commissioner Turner, seconded by Commissioner Custer to approve providing hotdogs and buns for the county picnic on August 20th. Recommendation carried unanimously.

Christmas Holiday Luncheon

Tim Ladd, Administrator/Controller, spoke about the annual Christmas party and the closure of county offices to participate. Discussion held.

Motion by Commissioner Turner, seconded by Commissioner Custer to approve closing all county offices from Noon until 2:00 p.m. on Tuesday, December 3, 2024, for the County Christmas party. Recommendation carried unanimously.

Opioid Litigation Kroger Settlement

Commissioner Gregory requested board direction on joining the Opioid Litigation Kroger Settlement that if accepted would be payable over 18 years.

Motion by Commissioner Turner, seconded by Commissioner Stieg to approve participating with the Kroger Opioid Settlement. Recommendation carried unanimously.

Motion by Commissioner Turner, seconded by Commissioner Stieg to go into Closed Session at 11:28 a.m. to discuss Collective Bargaining Agreements per MCL 15.268(c).

Motion by Commissioner Turner, seconded by Commissioner Custer to approve the minutes of Closed Session.

Other Business: None

Public Comment: Charles Thigpen, River County Campground, spoke about parking at Crawford Park. He is requesting a letter to provide to the DNR that he has permission from the county to use the county property until the property issues are resolved.

Employee Comment: Commissioner Momany spoke about an emergency at Hamlin Lake.

Motion by Commissioner Turner, seconded by Commissioner Stieg to adjourn at 12:11 p.m. Motion unanimously carried.

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July 16, 2024
Committee Minutes

Tracey Cochran, County Clerk

Mark Gregory, Chairman

County of Osceola

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended,

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

REVENUE:

Account Name	Account Number	Decrease	Increase
Photo Copies	101.215.625.000		\$531.00
Certified Birth/Death/Marr.	101.215.625.013	\$2,434.25	
Death Certificates	101.215.625.014		\$1,903.25
Criminal Searches	101.215.626.011		\$1,930.00
Misc. Income	101.215.683.000		\$145.00

EXPENSE:

Account Name	Account Number	Increase	Decrease
Contingencies	101.215.960.012	\$2,075.00	
TOTAL		\$4,509.25	\$4,509.25

Clerks Office

Department _____
Tracey Cochran
Department Head Signature _____
Date 7/17/24

Board of Commissioners
Budget Amendment # _____
Date _____

A cash transfer in the amount of \$ from the ___ fund to the ___ fund is necessary to facilitate this budget amendment.

EXPLANATION: Changed GL#s, moved revenue to account for the change and moved excess revenue to contingencies

County of Osceola
BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

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

REVENUE:


Account Name	Account Number	Decrease	Increase
Program Fee Substance Abuse Testin	101-352-614.002		100.00
Misc	101-352-683.000		47.50

EXPENSE:

Account Name	Account Number	Increase	Decrease
Contingencies	101-352-960.012	147.50	
TOTAL		147.50	147.50

Community Corrections

Department _____



Department Head Signature

Date: 7-30-24

Board of Commissioners

Budget Amendment # _____

Date _____

A cash transfer in the amount of \$ from the ___ fund to the ___ fund is necessary to facilitate this budget amendment.

EXPLANATION: budget excess revenue

County of Osceola
BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

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

REVENUE:

Account Name	Account Number	Decrease	Increase
Admin Fee 10% Ind Def	101-267-615.001		1,017.00
Sale of Scrap & Savage	101-267-642.002		232.61
Misc	101-267-683.000		536.22
MERS Forfeiture employer portion	101-267-687.001	\$	14,935.12

EXPENSE:

Account Name	Account Number	Increase	Decrease
Contingencies	101-267-960.012	16,720.95	
TOTAL		16,720.95	16,720.95

General Services

Department

Tim Ladd JW

Department Head Signature

Date: 7-29-2024

Board of Commissioners

Budget Amendment # _____

Date _____

A cash transfer in the amount of \$ from the ___ fund to the ___ fund is necessary to facilitate this budget amendment.

EXPLANATION: Excess revenue not budgeted through June

**County of Osceola
BUDGET AMENDMENT**

TO: County Treasurer and County Clerk

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

FUND: General (x) Debt Service () Other () Special Revenue ()

REVENUE:

Account Name	Account Number	Decrease	Increase
Commercial Forest	101-253-429.000		\$67.42
Delinquent Tax	101-253-411.000		\$0.07
Trailer Park Specific Tax	101-253-434.000		\$110.50
Marijuana Licenses	101-253-439.000		\$0.45
Services	101-253-626.000		\$1,140.00
Interest	101-253-665.006		\$10,964.59
Collection Fees from State SET	101-253-448.000	\$182.80	\$10,964.59

EXPENSE:

Account Name	Account Number	Increase	Decrease
Contingencies	101-253-960.012	\$21,064.82	
MTT Reimbursements	101-253-964.002	\$2,000.00	
TOTAL		\$23,247.62	\$23,247.62

Treasurer _____

Department _____



Department Head Signature

Date: 7-29-2024

Board of Commissioners

Budget Amendment # _____

Date _____

A cash transfer in the amount of \$ _____ from the _____ fund to the _____ fund is necessary to facilitate this budget amendment.

EXPLANATION: Excess revenue not budgeted & MTT Reimbursement increase (tax adjustments)

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
16761 POSTED BY TONIA 249-000-665.006 249-000-960.012	06/06/2024 INTEREST CONTINGENCIES	BA	BUDGET EXCESS REVENUE	TONIA	5,000.00	5,000.00
					5,000.00	5,000.00
16762 POSTED BY TONIA 215-000-624.000 215-000-960.012	06/06/2024 FOC SERVICE FEE \$1.25/MO CONTINGENCIES	BA	BUDGET EXCESS REVENUE	TONIA	1,843.00	1,843.00
					1,843.00	1,843.00
16763 POSTED BY TONIA 101-267-615.001 101-267-683.000 101-267-960.012	06/06/2024 ADMINISTRATION FEE 10% INDIGENT DEFENSE MISCELLANEOUS INCOME CONTINGENCIES	BA	BUDGET EXCESS REVENUE	TONIA	789.00 625.00	1,414.00
					1,414.00	1,414.00
16764 POSTED BY TONIA 508-000-665.006 508-000-747.000 508-000-933.000	06/06/2024 INTEREST PARK CAMP STORE SUPPLIES BUILDING MAINTENANCE	BA	COVER BUDGET SHORTAGE	TONIA	200.00 2,300.00	2,500.00
					2,500.00	2,500.00
16765 POSTED BY TONIA 101-682-860.000 101-682-863.000 101-682-702.001	06/06/2024 MILEAGE/TRANSPORTATION CONFERENCES/MEETINGS PAYROLL ELECTED/APPT OFFICIAL	BA	NO CONF OR TRANSPORTATION NEEDED	TONIA	1,000.00 3,000.00	4,000.00
					4,000.00	4,000.00
16766 POSTED BY TONIA 101-265-933.000 101-192-995.005	06/06/2024 BUILDING MAINTENANCE CONTINGENCIES - MAINTENANCE	BA	COVER CURB CUTTING @ ADMIN BUILDING	TONIA	2,500.00	2,500.00
					2,500.00	2,500.00
16767 POSTED BY TONIA 101-286-540.000 101-286-960.012	06/06/2024 STATE REIMBURSEMENT CONTINGENCIES	BA	BUDGET EXCESS REVENUE	TONIA	177.00	177.00
					177.00	177.00
16768 POSTED BY TONIA 280-192-995.001	06/06/2024 CONTINGENCIES - OTHER	BA	PERT DEPT & BOC	TONIA	8,000.00	

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
280-120-801.000	CONTRACTED SERVICES					8,000.00
					8,000.00	8,000.00
16769 POSTED BY TONIA	06/06/2024	BA	COVER BUDGET SHORTAGE	TONIA		
101-296-814.000	TRANSCRIPTS					50.00
101-296-860.000	MILEAGE/TRANSPORTATION				50.00	
					50.00	50.00
16789 POSTED BY TONIA	06/10/2024	BA	COVER COST OF IMAGING TAX ROLLS	TONIA		
101-253-801.000	CONTRACTED SERVICES				400.00	
101-253-801.001	CONTRACTED SERVICES MICROFILMING/STORAGE					400.00
					400.00	400.00
16791 POSTED BY TONIA	06/11/2024	BA	PER DEPT HEAD	TONIA		
101-430-956.000	DUES					15.00
101-430-743.000	GAS & OIL				15.00	
					15.00	15.00
16799 POSTED BY TONIA	06/11/2024	BA	BUDGET EXCESS REVENUE	TONIA		
518-254-642.000	SALE PROCEEDS - PAST FRC				600.00	
518-254-665.006	INTEREST				65,000.00	
518-254-801.011	CONTRACTED SERVICES ATTY FEES					20,000.00
518-254-960.012	CONTINGENCIES					45,600.00
					65,600.00	65,600.00
16815 POSTED BY TONIA	06/17/2024	BA	PER DEPT HEAD	TONIA		
292-278-808.001	IN-HOME CARE NON-SCHEDULED				1,500.00	
292-000-805.002	PRIVATE AGENCY FOSTER CARE					1,500.00
					1,500.00	1,500.00
16819 POSTED BY MICHELLG	06/18/2024	BA	PARKS- PER DEPT HEAD OVER BUDGET	MICHELLG		
508-000-727.000	OFFICE SUPPLIES					500.00
508-000-900.000	NEWSPAPER/PUBLICATION				500.00	
508-000-962.000	TREE/STUMP REMOVAL					2,000.00
508-000-931.000	EQUIPMENT MAINT/REPAIR				2,000.00	
					2,500.00	2,500.00
16832 POSTED BY TONIA	06/18/2024	BA	HRSA GRANT REPAYMENT FROM 2020	TONIA		
210-000-960.000	MISCELLANEOUS				44,335.69	
210-000-964.005	REFUND OF GRANT					44,335.69

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
					44,335.69	44,335.69
16842 POSTED BY MICHELLG	06/18/2024	BA	EXCESS REVENUE- CIRCUIT COURT	MICHELLG		
101-283-607.004	APPEALS FROM CIRCUIT COURT				25.00	
101-283-960.012	CONTINGENCIES					25.00
					25.00	25.00
16843 POSTED BY MICHELLG	06/18/2024	BA	CLERKS- EXCESS REVENUE	MICHELLG		
101-215-607.014	PHOTO COPIES				539.00	
101-215-626.011	CRIMINAL SEARCES				1,610.00	
101-215-683.000	MISCELLANEOUS INCOME				197.50	
101-215-960.012	CONTINGENCIES					2,346.50
					2,346.50	2,346.50
16844 POSTED BY MICHELLG	06/18/2024	BA	ELECTIONS- EXCESS REVENUE	MICHELLG		
101-262-607.028	ELECTION FILING FEE				100.00	
101-262-960.012	CONTINGENCIES					100.00
					100.00	100.00
16845 POSTED BY MICHELLG	06/18/2024	BA	COMMUNITY CORRECTIONS- EXCESS REVENUE	MICHELLG		
101-352-614.002	PROGRAM FEE SUBSTANCE ABUSE TESTING				750.00	
101-352-960.012	CONTINGENCIES					750.00
					750.00	750.00
16846 POSTED BY MICHELLG	06/18/2024	BA	EMS- LANDSCAPING NEW EMS STATION	MICHELLG		
210-000-972.000	CAPITAL VEHICLES				11,724.00	
210-000-973.000	CAPITAL BUILDING & LAND					11,724.00
					11,724.00	11,724.00
16847 POSTED BY MICHELLG	06/18/2024	BA	EQ- EXCESS REVENUE	MICHELLG		
101-257-626.000	SERVICES				5,533.37	
101-257-801.000	CONTRACTED SERVICES					5,533.37
					5,533.37	5,533.37
16848 POSTED BY MICHELLG	06/18/2024	BA	MSU- EXCESS REVENUE	MICHELLG		
101-710-411.000	DELINQUENT TAX				612.31	
101-710-412.000	DELINQUENT PERSONAL PROP TAX				208.70	
101-710-414.000	ALLOWANCE FOR REFUNDS (BOR, MTT)				4.46	
101-710-429.000	Commercial Forest				51.13	
101-710-437.000	Industrial Fac Tax -Real				29.58	
101-710-573.000	LOCAL COMMUNITY STABILIZATION SHARE				18,509.09	
101-710-960.012	CONTINGENCIES					19,415.27

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
					19,415.27	19,415.27
16849 POSTED BY MICHELLG	06/18/2024	BA	OPIOD FUND- EXCESS REVENUE	MICHELLG		
284-000-685.000	OPIOID REVENUE				124,559.37	
284-000-960.012	CONTINGENCIES					124,559.37
					124,559.37	124,559.37
16850 POSTED BY MICHELLG	06/18/2024	BA	PARKS- STORE OVERBUDGET	MICHELLG		
508-000-643.000	CRITTENDEN STORE SALES				6,000.00	
508-000-643.001	ROSE LAKE STORE SALES				14,000.00	
508-000-747.000	PARK CAMP STORE SUPPLIES					20,000.00
					20,000.00	20,000.00
16851 POSTED BY MICHELLG	06/18/2024	BA	PARKS- EXCESS REVENUE	MICHELLG		
508-000-651.007	SEASONAL CAMP - CRITTENDEN				86.24	
508-000-674.006	CONTRIBUTION/FOUNDATION				500.00	
508-000-901.000	PRINTING & BINDING					586.24
					586.24	586.24
16852 POSTED BY MICHELLG	06/18/2024	BA	PROB/FAM- INCREASE GRANT REIMBURSEMENT	MICHELLG		
292-000-540.000	STATE REIMBURSEMENT				15,000.00	
292-000-540.001	GOVERNMENT REIMBURSEMENTS				1,540.00	
292-000-806.000	DETENTION ROOM & BOARD					16,040.00
292-000-724.001	DISABILITY INSURANCE					500.00
					16,540.00	16,540.00
16853 POSTED BY MICHELLG	06/18/2024	BA	ROAD- EXCESS REVENUE	MICHELLG		
201-000-665.006	INTEREST				16,000.00	
201-000-701.000	EXPENDITURES					16,000.00
					16,000.00	16,000.00
16854 POSTED BY MICHELLG	06/18/2024	BA	SHERIFF- COVER SHORTAGE	MICHELLG		
101-333-720.000	RETIREMENT CO SHARE				200.00	
101-333-743.000	GAS & OIL					200.00
					200.00	200.00
16855 POSTED BY MICHELLG	06/18/2024	BA	TREASURER- EXCESS REVENUE	MICHELLG		
101-253-412.000	DELINQUENT PERSONAL PROP TAX				8,856.88	
101-253-429.000	COMMERCIAL FOREST				122.02	
101-253-573.000	LOCAL COMMUNITY STABILIZATION SHARE				2,522.08	
101-253-665.003	PERS PROP INTEREST 4 TWP COLLECTED				527.08	

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
101-253-665.006 101-253-960.012	INTEREST CONTINGENCIES				30,000.00	42,028.06
					42,028.06	42,028.06
16857 POSTED BY TONIA	06/20/2024	BA	BUDGET FEDERAL GRANT \$'S	TONIA		
101-285-509.000 101-285-554.000	CPLR GRANT CHILD PARENT LEGAL REP CPLR STATE CHILD PARENT LEGAL REP				3,500.00	3,500.00
					3,500.00	3,500.00
16863 POSTED BY TONIA	06/24/2024	BA	\$ YEARLY INTERNATIONAL CODE COMPLIANCE	TONIA		
249-000-956.000 249-000-957.000	DUES TRAINING/LICENSE				10.00	10.00
					10.00	10.00
16870 POSTED BY TONIA	06/24/2024	BA	COVER 2024 SUMMER CONFERENCE	TONIA		
101-253-863.000 101-253-931.000	CONFERENCES/MEETINGS EQUIPMENT MAINT/REPAIR				353.00	353.00
					353.00	353.00
16884 POSTED BY MICHELLG	06/25/2024	BA	PARK- TRANSFER FOR OVER BUDGET	MICHELLG		
508-000-931.000 508-000-933.000	EQUIPMENT MAINT/REPAIR BUILDING MAINTENANCE				3,000.00	3,000.00
					3,000.00	3,000.00
			Total:		406,505.50	406,505.50

RENTAL AGREEMENT

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR THE LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

IT IS HEREBY AGREED, between the COUNTY OF OSCEOLA, a Municipality, and ROSE LAKE YOUTH CAMP, INC., (RLYC) as follows:

The County of Osceola, in consideration of the rents and covenants herein specified, do hereby let and lease to the Rose Lake Youth Camp, Inc., (RLYC) the following described premises, situated and being in the Township of Rose Lake in the County of Osceola and State of Michigan, to-wit:

Beginning at a point on the section line between Sections Three (3) and Four (4) of Township Nineteen (19) North, Range Nine (9) West, Fifteen Hundred Fifteen (1515) feet South of the Northwest corner of Section Three (3), thence East One Hundred Fifty (150) feet, more or less, to a stake, thence South to the North shore of Rose Lake passing Fifteen (15) feet East of a building at One Hundred (100) feet, thence Southwesterly along the shore of the lake to the west line of Section Three (3), thence North on the section line a distance of Nine Hundred Eighty (980) feet, more or less, to the place of beginning.

FOR THE TERM OF Fifteen (15) years from and after the 11th day of December 2020 on the terms and conditions hereinafter mentioned, to be occupied for Youth Camp purposes provided, that in case any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for Osceola County's attorney, heirs, representative and assigns, to re-enter into, re-possess the said premises, and RLYC and each and every other occupant, to remove and put out.

And RLYC does hereby hire the said premises for the term of Fifteen (15) years as above mentioned, and does covenant and promise to pay to Osceola County, its representatives and assigns, for rent of said premises for said term the sum of One (\$1.00)...Dollar.

As a further consideration for the within lease, the County of Osceola hereby agrees to keep all buildings on said premises insured. RLYC hereby agrees to keep the buildings well maintained, to pay for all utilities expense and to maintain the pump and water system. Proof of workers compensation and liability insurance coverage will be furnished to the County of Osceola on an annual basis.

RLYC shall have the right to build permanent buildings upon said premises and that said buildings shall be a part of the real estate.

The County of Osceola hereby gives and grants unto RLYC the option to renew the within lease for an additional term of fifteen (15) years, provided that RLYC shall have kept the premises and buildings thereon in good repair and shall still be operating said camp for Youth camp purposes.

The County of Osceola hereby reserves the right, at its election, to terminate the within lease, or any renewal thereof, at any time that RLYC shall cease to operate said camp for a period of one (1) year.

As a further consideration of the within lease, RLYC hereby agrees to erect and maintain a fence enclosing said premises.

RLYC further covenants that it will not assign nor transfer this lease, or sub-let said premises, or any part thereof, without the written assent of the County of Osceola.

And also, RLYC will at its own expense, during the continuance of this lease keep the said premises and every part there of in as good repair, and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted.

And the County of Osceola covenants that RLYC, on paying the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

The covenants, conditions and agreements, made and entered into by the several parties hereto are declared binding on their respective heirs, representatives and assigns.

TRUTH IN RENTING ACT PROVISIONS: Landlord and Tenant specifically agree that this lease shall not, is not intended, nor shall it be construed, to violate any of the provisions of the Truth in Renting Act. If, however, any provisions of this lease do in fact reach any such result, then such provision shall be null and void, but the other provisions of this lease shall continue to remain in full force and effect.

The address of the landlord for purposes of notice under the Truth in Renting Act and for all other purposes is Osceola County Board of Commissioners, 301 West Upton Avenue, Reed City, Michigan, 49677.

Witness our hands and seals this 17 day of November, 2020.

Signed, Sealed and Delivered in Presence of)

Jody Wawrzyniak
Jan P. [Signature]

COUNTY OF OSCEOLA

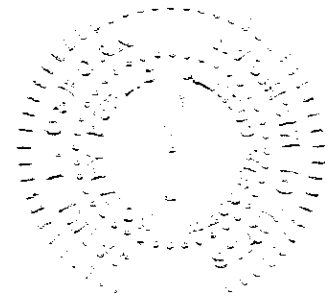
Jack Nehmer
By: Jack Nehmer, Chairman
[Signature]
By: ROSE LAKE YOUTH CAMP, INC

IN CONSIDERATION of the letting of the premises in the foregoing instrument described and for the sum of one dollar, to Osceola County, RLYC does hereby become surety for the punctual payment of the rent and performance of the covenants in said instrument mentioned, to be paid and performed by RLYC; and if any default shall at any time be made therein do hereby promise and agree to pay unto the County of Osceola the said rent and arrears thereof that may be due, and fully satisfy the condition of said instrument, all damages that may occur by reason of the non-fulfillment thereof, without requiring notice or proof of the demand being made.

Witness hand and seal this 8th day of December.

Jaime E. Osborn
Notary Public

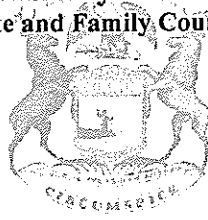
JAIME E. OSBORN
NOTARY PUBLIC, STATE OF MI
COUNTY OF MECOSTA
MY COMMISSION EXPIRES Sep 15, 2024
ACTING IN COUNTY OF Mecosta



The 18th PROBATE COURT & 49th CIRCUIT COURT - FAMILY DIVISION

Honorable Tyler Thompson
Probate and Family Court Judge

MECOSTA COUNTY
Mecosta County Courthouse
400 Elm Street
Big Rapids, MI 49307
Phone: (231) 592-0135
Fax: (231)-592-0191



OSCEOLA COUNTY
Osceola County Courthouse Annex
410 West Upton
Reed City, MI 49677
Phone: (231) 832-6127
Fax: (231) 832-6181

TO: Osceola County Board of Commissioners

FROM: Heather Streicher, Probate/Family Court Administrator

RE: Child Care Fund (CCF)

Date: 7/25/2024

Please find attached our FY 2024 CCF budget beginning 10/1/2024 and ending 9/30/2025.

The Child Care Fund reimbursement program is a collaboration between the Department of Health and Human Services, our Probate/Family Court, and our county government to support reimbursement for programs provided to neglected and abused youth who are not funded under Title IV-E funds, and juvenile justice youth in Michigan.

The Child Care Fund has implemented several new changes that have already begun or will begin effective 10/1/2024. This letter aims to cover all the major changes that are either in effect or will be coming into effect.

Due to the population of our county, our court continues to qualify for Basic Grant Funding of \$56,520, which is 100% reimbursed by the state. Since our county receives Basic Grant funding, we will not be required to hire personnel for quality assurance.

Effective from 10/1/2024, this program will no longer reimburse the county at the rate of 100% for our "Raise the Age" population of 17-year-old and older juveniles. Instead, they will be considered part of our standard caseload of youth.

The most significant changes that have already taken effect are the new reimbursement rate of 75% to the county for all eligible community-based expenses and 50% for all out-of-home placements for neglected and abused youth who are not funded under the Title IV-E funds, and juvenile justice youth.

With the implementation of the new 75% reimbursement rate, the court must now meet specific criteria to receive reimbursement. The criteria include adopting a validated risk and need assessment, a mental health screening tool, using a detention screening tool before placing a youth, tracking data, increasing the use of community-based programming for youth, and eliminating intensive weekly supervision contact and specific ratios (1:20) for caseloads.

Below is an explanation of the changes that affect each component:

In-Home Care Caseworker Component:

By removing the specific caseload ratio, more staff wages and benefits will be eligible for CCF funding. Effective 10/1/2024, 100% of the salary and benefits of probation officers Abby Lowery and Ashley Hanafin will be reimbursed through the CCF program. Stephanie Vickers, Juvenile Register, will have 25% of her salary and benefits reimbursed by the CCF program. Heather Streicher, Probate/Family Court Administrator, will have 50% of her salary and benefits covered by the CCF program. This change will eliminate the need for 1.75 full-time employees' salaries and benefits to come from the general funds.

Please note that this component will cover the following expenses with a 75% reimbursement rate: travel, supplies, training, and non-scheduled expenses. We will also continue to fund two contracts, namely Total Court Services (GPS monitoring) and StrongHold Security (transports), at a rate of 75% reimbursement. Additionally, a new contract will be initiated for YouthCenter for data tracking purposes and will also be reimbursed at 75%.

Day Treatment Component:

To qualify for the 75% reimbursement, the Court will need to incorporate more evidence-based or culturally appropriate community-based programming into the county. This will involve adding a new component to the Child Care Fund Program. The Courts have collaborated with Eagle Village and MOTA to establish an intensive educational and treatment program for Osceola and Mecosta counties at the campus of Eagle Village. Eagle Village will oversee the educational and treatment programming, while MOTA will oversee providing transportation to the program. This program will be eligible for a 75% reimbursement under the CCF. There are two contracts attached to this component that will need to be reviewed and signed if approved.

Youth Attention Center:

There are no changes that affect this component.

Basic Grant:

There are minimal changes to this component. All expenses for this component will continue to be reimbursed at a rate of 100%. We will still use New Beginnings Mental Health Services to conduct assessments and counseling for youth who do not qualify for CMH or have private insurance. Attached is a new contract to be signed for annual renewal. The court will also continue to use this component for specific non-scheduled expenses and short-term out-of-home placements.

Our Court is currently in the process of partnering with the Youth Advocate Program-Michigan to offer intensive wraparound advocacy services for the youth of Osceola County. This evidence-based practice has been utilized by the Michigan Department of Health and Human Services for the past four years and is now accessible at the county level. This service will provide our court with an additional program that can be utilized as a diversion tool and/or community-based service to fulfill the diversion and community-based service criteria for full reimbursement. We have not received the final contract yet to present to the board. Although it is not finalized, it must be entered into the budget for CCF approval to make the FY 25 deadline.

The resources from the Child Care Fund will help our Court continue to provide efficient and effective services, supporting at-risk youth and families in our community. This will also contribute to maintaining community safety and easing some of the financial burden on the county.

County Child Care Budget Summary (DHS-2091)

Michigan Department of Health and Human Services (MDHHS)

Children's Services Agency

Osceola County for October 1, 2024 through September 30, 2025

Organization	Court Contact Person	Telephone Number	Email Address
Osceola County	Heather Streicher - CCF Judges Delegate	(231) 832-6127	hstreicher@18thprobatecourt.org
Fiscal Year	MDHHS Contact Person	Telephone Number	Email Address
October 1, 2024 through September 30, 2025	Heather Streicher - CCF Judges Delegate	(231) 832-6127	hstreicher@18thprobatecourt.org

Cost Sharing Ratios		Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Court or Tribal Supervised	County 50% / State 50%	\$0.00	\$625,000.00	\$625,000.00
B. In-Home Care	County 25% / State 75%	\$0.00	\$645,620.00	\$645,620.00
C. County/Court-Operated Facilities	County 50% / State 50%	\$0.00	\$0.00	\$0.00
D. Subtotals (A+B+C)		\$0.00	\$1,270,620.00	\$1,270,620.00
E. Revenue		\$0.00	\$0.00	\$0.00
F. Net Expenditure		\$0.00	\$1,270,620.00	\$1,270,620.00

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Neglect Abuse		\$0.00	\$190,000.00	\$190,000.00

Please Note: The *Neglect/Abuse Out-of-Home Care* amount reflects ONLY the county court's share of these expenditures. Effective October 2019 the State of Michigan pays 100% of Neglect/Abuse Out-of-Home placements and the county then reimburses the state 50%.

Cost Sharing Ratios	County 0% / State 100% \$56,520.00 Maximum	MDHHS	Court	Combined
Basic Grant		\$0.00	\$56,520.00	\$56,520.00

Total Expenditure	\$1,327,140.00
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BUDGET DEVELOPMENT CERTIFICATION

THE UNDERSIGNED HAVE PARTICIPATED IN DEVELOPING THE PROGRAM BUDGET PRESENTED ABOVE. We certify that the budget submitted above represents an anticipated gross expenditure for the fiscal year: October 1, 2024 through September 30, 2025; and any requests for reimbursement shall adhere to all state law, administrative rules and child care fund handbook authority.

Presiding Judge	Date
County Director of MDHHS Signature	Date
Chairperson, Board of Commissioner's Signature	Date
And/or County Executive Signature	Date

Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.

AUTHORITY: Act 87, Publication of of 1978, as amended.
COMPLETION: Required.
PENALTY: State reimbursement will be withheld from local government.

In-Home Care Summary (DHS-2093)
Michigan Department of Health & Human Services (MDHHS)
Children's Services Agency
Osceola County for October 01, 2024 through September 30, 2025

I. List all service components which make up the IHC program and specify the requested information for each.

Court Service Components		Administration Unit	Gross Expenditure	Public Funding	CCF Net Expenditure
1	Day Treatment Program 25	Court	\$285,900.00	\$0.00	\$285,900.00
2	In Home Care Caseworker 25	Court	\$329,720.00	\$0.00	\$329,720.00
3	Youth Attention Center 25	Court	\$30,000.00	\$0.00	\$30,000.00
Subtotals - Court			\$645,620.00	\$0.00	\$645,620.00

Total IHC	\$645,620.00	\$0.00	\$645,620.00
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II. For each service component listed above, complete a separate IN-HOME CARE/BASIC GRANT BUDGET DETAIL REPORT (DHS-2094), filling in the appropriate budget items.

<p>AUTHORITY: Act 87, Public Acts of 1978, as amended. COMPLETION: is Required. PENALTY: State reimbursement will be withheld from local government</p>	<p>Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.</p>
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Basic Grant Summary (DHS-2095)
 Michigan Department of Health and Human Services (MDHHS)
 Children's Services Agency
 Osceola County for October 01, 2024 through September 30, 2025

I. List all service components which make up the county Basic Grant program, and specify the requested information for each.

Court Service Components		Administration Unit	Cost to Basic Grant
1	Basic Grant- Alternative Placement 25	COURT	\$56,520.00
		Subtotals - Court:	\$56,520.00

MDHHS Service Components		Administration Unit	Cost to Basic Grant
1			
		Subtotals - MDDHS:	

Total Basic Grant: \$56,520.00

II. For each service component listed above, complete a separate IN-HOME CARE/BASIC GRANT BUDGET DETAIL REPORT (DHS-2094), filling in the appropriate budget items.

<p>AUTHORITY: Act 87, Public Acts of 1978, as amended RESPONSE: Required. PENALTY: State reimbursement will be withheld from local government.</p>	<p>Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.</p>
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Component Detail Report (DHS-2094)

Michigan Department of Health & Human Services (MDHHS)
 Children's Services Agency
 Osceola County for October 01, 2024 through September 30, 2025

Service Component (Full Title/Name)	Component Type
In Home Care Caseworker 25	In-Home Care

A. Personnel

Administrative Unit: MDHHS Court

1. Salary and Wages			
Name(s)	Job Title	Hours/Week	Yearly Cost
Heather Streicher	Court Administrator	20.00	\$38,000.00
Ashley Hanafin	Juvenile Probation Officer/Community Based Caseworker	37.50	\$54,000.00
Abby Lowery	Juvenile Probation Officer/Community Based Caseworker	37.50	\$57,000.00
Stephanie Vickers	Program Support/Juvenile Register	9.37	\$5,600.00
2. Fringe Benefits			
Vision Insurance			\$650.00
Dental Insurance			\$2,100.00
Sick Pay			\$3,100.00
Disability			\$8,500.00
Life Insurance			\$300.00
Health Insurance			\$33,000.00
Retirement			\$16,000.00
FICA			\$12,000.00
Worker Comp			\$2,100.00
Longevity			\$570.00
Total Personnel			\$232,920.00

B. Program Support (For employees identified in "A" above)

1. Travel	Rate/Mile	Estimate No. of Miles	Yearly Cost
Client Contacts, trainings etc.	\$0.67	22,388.06	\$15,000.00
2. Supplies and Materials (Description/Examples)			Yearly Cost
Office supplies including paper, ink, binders, pens, etc.			\$10,000.00
3. Other Costs (Description/Examples)		Rate/Unit	Yearly Cost
Misc supplies including business cards, program materials, printing and copying material, postage, cellphone stipend for Court Administrator and Caseworkers, etc.		\$0.00	\$6,000.00
Staff training/Conferences/meals-transportation/meetings		\$0.00	\$8,000.00
Total Program Support			\$39,000.00

* Must comply with the definitions and limits listed for court operated facilities in the Child Care Fund Handbook.

C. Contractual Services

1. Unit Rates				
Name(s)	Rate	Unit Type	Total Units/ Contract	Yearly Cost
Transports- Stronghold Security Services	\$180.00	hour	60.00	\$10,800.00
GPS Monitoring-Total Court Services	\$4.50	day	2,000.00	\$9,000.00
2. Closed End Contracts				
Youth Center User Fees for up to 5 users				\$8,000.00
Total Contractual				\$27,800.00

D. Non-Scheduled Payments

Type of Service (Description)	Anticipated No. Units to be Provided	Average Cost of Each Service Unit	Yearly Cost
medical, dental, transportation, clothing, psychological and substance abuse assessments/testing, family/individual mental health assessments, risk assessments, competency evaluations, trainings, coordination of mental health services not covered by other funding, counseling, camps and other prosocial activities, incentives, in home detention costs not covered by RDSS funding, etc.	120.00	\$250.00	\$30,000.00
Total Non-Scheduled			\$30,000.00

E. Service Component - In-Home Care or Basic Grant

(Add Totals for A, B, C, and D above)	Total Service Component Cost	\$329,720.00
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F. Public Revenue:

If you plan to fund any portion of this service component with other public revenue including other Child Care Funds or Basic Grant monies, or if this component is generating revenue (i.e. third party payments) specify the following:

SOURCE	To Be Provided	Yearly Cost
Total Public Revenue		\$0.00

G. Subtract Total Public Revenue from Total Service Component Cost (E-F)

Total Cost to Basic Grant, Net Anticipated IHC Matchable Expenditure (Gross Costs Less Other Revenue)	\$329,720.00
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H. Program Specific Information:

1. Component Status			
<input checked="" type="checkbox"/> Continued	<input type="checkbox"/> Terminated	<input type="checkbox"/> Revised	<input type="checkbox"/> New

2. Target Population(s) Served - Check all that apply.

A. Children Under Jurisdiction of Court

- Delinquent Neglect

B. Children NOT Under Jurisdiction of Court

- Written Complaint CPS Category I or II Children likely to come under Jurisdiction of the Court

3. Area(s) of Intended Impact - Check primary area(s) only.

A Reduction In:

- | | |
|--|--|
| <input type="checkbox"/> Number of Youth Petitioned | <input checked="" type="checkbox"/> Number of Days of Out-of-Home Detention |
| <input checked="" type="checkbox"/> Number of Adjudications | <input type="checkbox"/> Number of Days of Shelter Care |
| <input checked="" type="checkbox"/> Number of Days of Family Foster Care | <input checked="" type="checkbox"/> Number of Days of Residential Treatment Care |
| | <input type="checkbox"/> Number of State Wards Committed (Act 150 & 220) |

4. Service Focus - Check all that apply.

- Provide early intervention to treat within the child's home Effect early return from foster or institutional care

I. Program Description - Must be completed for all components, except those being terminated, each year.

This Court will utilize Community-Based Caseworkers to provide early intervention services for youth who are within, or likely to come within, the jurisdiction of the Family Division of the Circuit Court for delinquency, abuse, or neglect, and/or services affecting a youth's early return home from foster care or institutional care. Community-based services (CBS) may also be provided to youth in respite or shelter care placements for less than 30 days. Community-based caseworkers will manage a caseload of youth who fulfill at least one of the circumstances: youth who need early intervention services to treat problems of delinquency and/or neglect or provide services as an alternative to or to prevent removal from the home and placement in detention or other out-of-home care, and includes diversionary programming. This program is to assist with reducing the number of adjudications and reducing the number of days a youth is in family foster care, out-of-home detention, and/or residential treatment. The caseworkers also assist with working with the youth's families to keep the youth in the home or assist with the coordination of services needed in the home to provide an early return home for the youth. A case plan with risk/needs assessment shall be completed identifying all goals, parties, and services to be provided. Also, a youth/parent agreement shall be signed to enter any CBS program, and/or a Court order shall be filed.

To support the CBS staff, the Court has contracted with BizStream for YouthCenter Services. YouthCenter is juvenile justice-specific, client-focused information management software that allows courts to track risk and needs assessments; treatment services and client contacts within the CBS programs; and data necessary for program evaluation. The information that YouthCenter provides is critical to ensuring the successful delivery of CBS programs.

The intensive non-scheduled services that may be utilized in this program are but not limited to specialized counseling services, substance abuse screenings, drug testing, clothing needs, non-placement transportation services, coordination of mental health services, individual/family mental health assessments, risk/needs assessments, competency evaluations, medical/dental services not covered by insurance or any other funding sources, camps/field trips and other pro-social activities, court-ordered classes, incentives, and other allowable non-scheduled support services. Service needs will be assessed and scheduled as determined by each youth's and their family's needs. Other programming may be used that is not listed, as long as it complies with the CCF policies, and if other funds necessary to achieve the goal and outcomes of the CBS programming are not accessible or available. Non-scheduled payments shall not be used for the basic needs of the family. No expenditures are for judicial costs.

All third-party agencies must comply with CCF and MDHHS policies outlined in the Child Care Fund Handbook. The agencies providing counseling services will closely contact the Court to ensure all treatment plans are monitored accordingly. Written treatment plans/updates and psychological reports will be provided to the Court.

GPS monitoring services are a cost-effective approach to assist the Court with keeping youth in their homes and also for early release of youth from placement to return to their homes. This approach allows intensive supervision but in the least restrictive environment.

The Community-based Caseworkers shall possess a Bachelor's Degree in an approved Human Services field and be certified as a Juvenile Probation Officer within two years of employment. The caseworker shall meet the qualifications of the case manager responsibilities outlined by SCAO order No. 1985-5 and/or MDHHS policy. The Community-based Caseworker shall be supervised by the Family Court Administrator.

The Court Administrator supervises all CBS staff and programming. The Court Administrator devotes time to the CCF budget, monthly 207's, billing, etc.

The Juvenile Register position is responsible for assisting with CBS programming and a portion of the fiscal responsibilities of the CCF budget and monthly billing of the DHS-207. The Juvenile Register shall be supervised by the Family Court Administrator.

The fringe benefits for the staff of the CBS program are but are not limited to the following: Medical and Dental Insurance, Life Insurance, Disability Insurance, Retirement benefits, Worker's Compensation, FICA, Sick Pay, Longevity, and any other fringe benefits that are documented as part of the County Compensation package, policies, and/or documented in collective bargaining agreements of the Circuit Court employees who administrate and support the CBS program. Other allowable expenditures for CBS staff are but not limited to Travel expenses, training costs, supplies such as business cards, paper, ink, and safety tracking technology including cell phones for CBS staff.

AUTHORITY: Act 87, Public Acts of 1978, as amended.

COMPLETION: is Required.

PENALTY: State reimbursement will be withheld from local government

Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.

Component Detail Report (DHS-2094)

Michigan Department of Health & Human Services (MDHHS)
 Children's Services Agency
 Osceola County for October 01, 2024 through September 30, 2025

Service Component (Full Title/Name)	Component Type
Youth Attention Center 25	In-Home Care

A. Personnel

Administrative Unit: MDHHS Court

1. Salary and Wages			
Name(s)	Job Title	Hours/Week	Yearly Cost
2. Fringe Benefits			
Total Personnel			\$0.00

B. Program Support (For employees identified in "A" above)

1. Travel	Rate/Mile	Estimate No. of Miles	Yearly Cost
2. Supplies and Materials (Description/Examples)			Yearly Cost
3. Other Costs (Description/Examples)		Rate/Unit	Yearly Cost
Total Program Support			\$0.00

* Must comply with the definitions and limits listed for court operated facilities in the Child Care Fund Handbook.

C. Contractual Services

1. Unit Rates				
Name(s)	Rate	Unit Type	Total Units/ Contract	Yearly Cost
2. Closed End Contracts				
Court will utilize community based and preventive services provided by Youth Attention Center				\$30,000.00
Total Contractual				\$30,000.00

D. Non-Scheduled Payments

Type of Service (Description)	Anticipated No. Units to be Provided	Average Cost of Each Service Unit	Yearly Cost
Total Non-Scheduled			\$0.00

E. Service Component - In-Home Care or Basic Grant

(Add Totals for A, B, C, and D above)	Total Service Component Cost	\$30,000.00
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F. Public Revenue:

If you plan to fund any portion of this service component with other public revenue including other Child Care Funds or Basic Grant monies, or if this component is generating revenue (i.e. third party payments) specify the following:

SOURCE	To Be Provided	Yearly Cost
Total Public Revenue		\$0.00

G. Subtract Total Public Revenue from Total Service Component Cost (E-F)

Total Cost to Basic Grant, Net Anticipated IHC Matchable Expenditure (Gross Costs Less Other Revenue)	\$30,000.00
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H. Program Specific Information:

1. Component Status

Continued
 Terminated
 Revised
 New

2. Target Population(s) Served - Check all that apply.

A. Children Under Jurisdiction of Court
 Delinquent Neglect

B. Children NOT Under Jurisdiction of Court
 Written Complaint CPS Category I or II Children likely to come under Jurisdiction of the Court

3. Area(s) of Intended Impact - Check primary area(s) only.

A Reduction In:

Number of Youth Petitioned Number of Days of Out-of-Home Detention
 Number of Adjudications Number of Days of Shelter Care
 Number of Days of Family Foster Care Number of State Wards Committed (Act 150 & 220)

4. Service Focus - Check all that apply.

Provide early intervention to treat within the child's home Effect early return from foster or institutional care

I. Program Description - Must be completed for all components, except those being terminated, each year.

Since 1977, the Youth Attention Center has assisted the Juvenile Courts, in both Mecosta and Osceola Counties, with services to help reduce the number of youth petitioned into the Juvenile Court system which as a result reduces the number of youth adjudications. This agency allows the Courts to have a community based program for prevention and diversion programming. The target service population for programming are delinquent youth and Neglect youth (CPS Category I & II, not Category III) who are under the Court's Jurisdiction and a written complaint, referral, or petition has been received and accepted by this Court. For youth who are at risk of entering under the Court's Jurisdiction but have not entered jurisdiction, a court approved referral form must be signed and accepted by this Court and the director of Youth Attention Center and shall be kept in the youth's personal file. Due to our geographic area, which is mainly rural, there are limited services available to youth and their families. This program offers prevention services on an intensive basis for youth and families where caseworkers can work in a home and school setting with the youth/families. The caseworkers use a home-based model so transportation for the youth/families is not a barrier. This service assists with coordinating youth, based on their needs, with a variety of educational programs such as; parenting classes, counseling services, anti-social behaviors, teen pregnancy and substance abuse issues. This program as a secondary service, can also serve as an alternative program to detention, out of home placement, and/or early return home. If necessary, the program can also provide short term licensed foster care through the Michigan Department of Health and Human Services.

Non-scheduled payments shall not be used for basic needs of the family or if other funding is available from other sources. Expenditures will not be for judicial costs.

Each caseworker can have 15 youth at one time with an average of weekly face-to-face contact at home and/or school. The caseworkers for this program shall meet the qualifications of the case management responsibilities outlined by SCAO order no. 1985-5 and/or MDHHS policy. Alternative communication that may be utilized are: virtual face to face contact through zoom, face-time, and/or Skype and the contact will be documented as such for future reference.

Before services begin, a youth/parent agreement is signed by all parties involved. At the end of each month, the agency will provide the Court with a list of youth who were provided services.

Due to many years of experience, this community based program has become a very important culturally-appropriate resource for the Courts, law enforcement, and the community as a whole. Each year this agency becomes more vital to our communities in providing services to assist our youth and their families. With services provided, they have assisted with the reduction in Youth petitioned and adjudicated in the Court system, a reduction in days that youth are in family foster care, residential treatment, Out of home Detention, and/or shelter care.

AUTHORITY: Act 87, Public Acts of 1978, as amended.
COMPLETION: is Required.
PENALTY: State reimbursement will be withheld from local government

Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.

Component Detail Report (DHS-2094)

Michigan Department of Health & Human Services (MDHHS)
 Children's Services Agency
 Osceola County for October 01, 2024 through September 30, 2025

Service Component (Full Title/Name)	Component Type
Day Treatment Program 25	In-Home Care

A. Personnel

Administrative Unit: MDHHS Court

1. Salary and Wages			
Name(s)	Job Title	Hours/Week	Yearly Cost
2. Fringe Benefits			
Total Personnel			\$0.00

B. Program Support (For employees identified in "A" above)

1. Travel	Rate/Mile	Estimate No. of Miles	Yearly Cost
2. Supplies and Materials (Description/Examples)			Yearly Cost
3. Other Costs (Description/Examples)		Rate/Unit	Yearly Cost
Total Program Support			\$0.00

* Must comply with the definitions and limits listed for court operated facilities in the Child Care Fund Handbook.

C. Contractual Services

1. Unit Rates				
Name(s)	Rate	Unit Type	Total Units/ Contract	Yearly Cost
Mecosta-Osceola Transit Authority (MOTA) - transportation	\$8.00	day	1,875.00	\$15,000.00
2. Closed End Contracts				
Court with utilize services contracted with Eagle Village				\$270,900.00
Total Contractual				\$285,900.00

D. Non-Scheduled Payments

Type of Service (Description)	Anticipated No. Units to be Provided	Average Cost of Each Service Unit	Yearly Cost
Total Non-Scheduled			\$0.00

E. Service Component - In-Home Care or Basic Grant

(Add Totals for A, B, C, and D above)	Total Service Component Cost	\$285,900.00
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F. Public Revenue:

If you plan to fund any portion of this service component with other public revenue including other Child Care Funds or Basic Grant monies, or if this component is generating revenue (i.e. third party payments) specify the following:

SOURCE	To Be Provided	Yearly Cost
Total Public Revenue		\$0.00

G. Subtract Total Public Revenue from Total Service Component Cost (E-F)

Total Cost to Basic Grant, Net Anticipated IHC Matchable Expenditure (Gross Costs Less Other Revenue)	\$285,900.00
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H. Program Specific Information:

1. Component Status

Continued
 Terminated
 Revised
 New

2. Target Population(s) Served - Check all that apply.

A. Children Under Jurisdiction of Court
 Delinquent Neglect

B. Children NOT Under Jurisdiction of Court
 Written Complaint CPS Category I or II Children likely to come under Jurisdiction of the Court

3. Area(s) of Intended Impact - Check primary area(s) only.

A Reduction In:

Number of Youth Petitioned Number of Days of Out-of-Home Detention
 Number of Adjudications Number of Days of Shelter Care
 Number of Days of Family Foster Care Number of State Wards Committed (Act 150 & 220)

4. Service Focus - Check all that apply.

Provide early intervention to treat within the child's home Effect early return from foster or institutional care

I. Program Description - Must be completed for all components, except those being terminated, each year.

The Day Treatment Program is an intensive educational and treatment program designed to serve both Mecosta and Osceola County youth within their community. The program will serve a combined total of 12 participants from both counties aged 12 through 17 years old at the campus of Eagle Village. The Day Treatment Program is a community-based service that will be implemented in lieu of out-of-home placement. The program will provide a wide range of rehabilitative goals for participants including but not limited to the development of self-esteem or self-concept, decision-making and problem-solving skills, social skills, improvement of academic skills, vocational skills, and the development of productive behaviors. Youth who participate in this program all have written complaints and are under the court's jurisdiction or are likely to come under the court's jurisdiction. This program focuses on intervention programming designed to keep youth in their home while meeting their educational and treatment needs.

A. Educational Component

Youth will be provided an academic program developed with local school districts, Mecosta Osceola Intermediate School District [MOISD], and/or online academic programs conducted at the day treatment site with educational staff support for each youth.

B. Treatment Component

Each youth will be provided services such as, but not limited to the following: intensive individual, group, family, experiential, social/emotional, and vocational to the program participants. If appropriate, the parents of program participants will be ordered to be involved in family therapy, parent education, and other programs that will be provided weekly and designated by the Court. Youth in this program will also have access to Eagle Villages 24-hour, 7-day-a-week crisis support for the families (this is meant to be phone or virtual support only). The programs shall be based on the individual treatment needs of the clients based on their risk/needs assessment.

C. Length of Program and Aftercare Program

The Day Treatment Program will include an on-site and aftercare component. Youth will attend the on-site program until completion based on the youth's needs. Completion occurs when the youth has met their treatment and education goals in consultation with the Court. Participants are expected to accumulate approximately 90 earned days (which could approximately take 4-6 months). The aftercare program will include an on-campus family legacy component and a phone and/or virtual monitoring and support component. The aftercare program will provide support limited to linking and coordination for needed ongoing community support and monitoring of the youth and their family during their transition back into the community.

D. Transportation

The Court has established a contractual agreement with the Mecosta-Osceola Transit Authority (MOTA), the local public transportation system. MOTA will assume responsibility for all driver and transport vehicle training, licensing, safety compliance, and insurance. In collaboration with the Court, MOTA will design and execute a specific transportation route and schedule for the participants of the day treatment program. The Court aims to eliminate the transportation barriers many of our rural families encounter when seeking access by offering transportation services. This transportation service is anticipated to significantly contribute to the success of the participants and the overall program.

By keeping the youth in the local community, the youth will maintain ties to the community as well as assist the family with the appropriate treatment services for the family, as a unit, to be successful. This is more cost-effective for counties and more beneficial for our community youth. The success of transitioning back to the community and school will be more efficient due to the close communication that can be maintained throughout the process. With better transitioning, the probability of success increases in the reduction of the number of days of out-of-home placement, early intervention, recidivism, and early return home from out-of-placement care.

AUTHORITY: Act 87, Public Acts of 1978, as amended.
COMPLETION: is Required.
PENALTY: State reimbursement will be withheld from local government

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**COURT DAY TREATMENT PROGRAM
OPERATIONS CONTRACT: Osceola County**

This contract, made and entered into this ____ day of _____, 2024, by and between the County of Osceola, a Michigan municipal corporation (hereinafter referred to as the "County"), whose address is 400 Elm St., Big Rapids, MI 49307, the 49th Circuit Court-Family Division-Osceola County, whose address is 400 Elm St., Big Rapids, MI 49307 (hereinafter referred to as the "Court"), and EAGLE VILLAGE, Inc., a Michigan Non-Profit Corporation (hereinafter referred to as "Contractor"), whose business address is 4507 170th Ave., Hersey, MI 49639. An identical contract will be executed in Osceola County.

Consideration and Purpose

The Court desires to retain the services of a contractor to operate a Day Treatment Program for juvenile offenders. Contractor represents that it is qualified and willing to operate the Day Treatment Program for the Court. In consideration of and reliance on the mutual promises of the parties, it is agreed that the purpose of this contract is to specify the conditions, obligations, and duties of the respective parties with regard to services to be provided by the Contractor to individuals who are placed pursuant to Court Order in the Day Treatment Program.

1. Term

This contract is effective for one year, commencing **October 1, 2024**, and ending **September 30, 2025**, unless terminated in accordance with the terms herein. This contract may be extended by mutual written agreement of the parties.

2. Payment

The Contractor shall receive **\$270,900** for Fiscal Year 2025 for work performed under this contract for the maximum number of 12 program participants. Each county has priority for six participants at any given time. This does not include transportation. Payments will be made in twelve equal installments for the year(s) the contract remains in effect. Payments will be made on a pre-pay basis, 30 days following receipt of the billing invoice from Contractor. In the event the contract is terminated by either party prior to the contract term, the Contractor will receive compensation for work performed up until the day the contract is terminated.

3. Program Description and Services

The Day Treatment Program is an intensive educational and treatment program designed to serve Osceola and Osceola County youth within their own community. The program will serve a combined total of 12 participants from both counties aged 12 through 17. Additional participants may be referred at a per diem

rate of \$184.00 based on availability. Contractor may choose to accept or decline referrals beyond 12 participants. The Day Treatment Program is in lieu of out of home placement. The program goals for participants include the development of self-esteem or self-concept, decision making and problem-solving skills, social skills, improvement of academic skills, vocational skills and the development of productive behaviors.

A. Educational Component

Contractor will provide an academic program to all participants. This program will be developed in conjunction with local school districts, Osceola Osceola Intermediate School District [MOISD], and/or on-line academic programs that will be conducted on Contractor's campus with educational staff support for each participant. Identified specific academic providers are not party to this contract, and Contractor is not responsible for ensuring the performance of identified specific academic programs.

B. Treatment Component

Contractor will provide services such as, but not limited to the following: intensive individual, group, family, experiential, social/emotional and vocational to the program participants. The parents of program participants will be ordered to be involved in family therapy, parent education, and other programs that will be provided weekly designated by the Court. Contractor will provide (this is meant to be phone or virtual support only) 24 hour, 7 days a week crisis support for the families in the Day Treatment Program. The programs provided by Contractor shall be based on the individual treatment needs of the clients.

C. Length of Program and Aftercare Program

The Day Treatment Program will include an on-site and an aftercare component. A program participant will attend the on-site program until completion or when discharged by the Court. Completion occurs when the participant has met their treatment and education goals in consultation with the Court. It is expected that participants will accumulate approximately 90 earned days (4-6 months). The aftercare program will include both an on-campus family legacy component, as well as phone and/or virtual monitoring and support component. The aftercare program will generally take an additional four to six months prior to discharge from the program. The aftercare program will provide support limited to linking and coordination for needed ongoing community supports and monitoring of the youth and their family during their transition back into the community.

4. Development of Policies

Contractor agrees to adopt policies and operate according to standard operating procedures, which the contractor will develop, and which may be reviewed by the court.

5. Transportation

The Court may elect to have Eagle Village provide transportation to and from the Eagle Village campus in Hersey, MI, for students residing within Osceola and Osceola counties. This would include an additional transportation cost of \$75,000, if elected, for the 12 contracted participants. Referred participants above 12 students, will be charged per diem transportation cost of \$51.00.

Contractor may choose to not provide transportation for participants when their home district, within which they reside, closes school or opts not to provide transportation due to inclement weather. If the Osceola-Osceola Intermediate School District (MOISD) closes, or if the County closes offices or cancels other county programs, the contractor may close for the day. Contractor may also, at its discretion, opt to suspend transportation or close the program for the day when it is unsafe to travel within the service area.

6. Operational Expenses

Contractor is responsible for the operational expenses of the Day Treatment Program, including but not limited to the following:

- A. Contractor will secure National School Lunch Program funds for eligible students, or provide two balanced meals, plus snacks per day to program participants and educational and treatment staff Monday through Friday.
- B. Contractor will also provide transportation for program activities, such as field trips and community service events.
- C. Miscellaneous supplies needed to comply with the terms of this agreement, such as paper products for the kitchen, restroom, toiletries and office supplies, cleaning supplies will be provided by the Contractor. Textbooks, and computer support services will be provided by the MOISD, local school district or on-line provider.
- D. Any reimbursement or grants received from Federal, State or private agencies shall be used solely for the Day Treatment Program. Any tangible items gifted, granted, or reimbursed remain property of the Day Treatment Program.

7. Staffing

- A. The Day Treatment Program will be operated 245 days per year, Monday through Friday, 8:00 a.m. - 4:00 p.m. The Contractor will establish the program calendar on an annual basis for program holidays.
- B. Contractor will provide employees to meet the program needs. This may include the following: Program Manager, direct care, therapist, experiential therapist and case manager. The staff to client ratio will be maintained at a minimum of one staff to every six clients. The job descriptions and academic requirements may be adjusted if the Court agrees and all requirements are met.
- C. Contractor will perform yearly background checks on its employees.
- D. Employees must maintain a clear criminal record.

8. Staff Training

Contractor agrees that employees working at the Day Treatment Program will

receive training which will include, but not be limited to: behavior modification; crisis

intervention and counseling; ethnic awareness; fundamentals of substance abuse education and counseling; child management techniques; group dynamics; appropriate discipline; development needs of youths; interpersonal communication; CPR and First Aid; and education in helping others develop problem solving

skills. Training will also be provided for the use of physical restraint. Physical restraint would only be utilized by Day Treatment staff in case of an emergency situation.

9. Independent Contractor

It is expressly understood and agreed that Contractor is an independent contractor. The employees, servants and agents of Contractor shall not be considered to be and shall not hold themselves out as employees, servants or agents of either the County or the Court.

Contractor, as the employer of record, shall be responsible for supervising and for paying the salaries or wages of its personnel and for the withholding and payment of all income and social security taxes for their employees to the proper Federal, State and local governments. Contractor shall carry workers' compensation Insurance coverage for its employees, as required by law.

10. Indemnification

Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, the Court, and their elected and appointed officers, employees and agents from all claims damages, lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County, the Court, and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of Contractor, its officers, employees, contractors or agents.

Contractor's responsibilities as set forth in this section shall not be mitigated by the insurance coverage obtained by Contractor pursuant to the requirements of this Agreement.

11. Insurance

Contractor shall purchase and maintain Insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. Workers Compensation Insurance

Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance

Commercial General Liability Insurance (DI) on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following:

- (1) Broad Form General Liability Endorsement or equivalent if not in policy proper;
- (2) Contractual Liability;
- (3) Products and Completed Operations; and
- (4) Independent Contractors coverage.

C. Motor Vehicle Liability

Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence, and/or

aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles,

D. Deductibles

Contractor shall pay all deductibles required by its insurance coverages.

E. Additional Insured

The Commercial General Liability Insurance as described above shall include the following as "Additional Insured"; the County, the Court, and all of the County's and Court's elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof. Said insurance shall be considered to be primary coverage to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds whether said other available coverage be primary, contributing or excess.

F. Cancellation Notice

It is understood and agreed that Contractor shall provide thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in the Insurance coverages required by this Agreement to:

Osceola County Family Court Administrator, 400 Elm St., Big Rapids, MI 49307.

G. Proof of Insurance

Contractor shall provide to the County, at the time this Agreement is returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

H. Expiration

If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the persons identified in Subsection F. above, at least ten (10) days prior to the expiration date.

12. Records of Participants

Contractor will maintain records of each individual who is placed in the Day Treatment Program pursuant to a Court Order.

13. Confidentiality

Contractor shall establish and maintain procedures to ensure against disclosure of program records pertaining to and containing the identity of individual youths attending the program. It is understood and agreed that disclosure or distribution of photos, videos, or information involving a youth under the Court's jurisdiction to anyone other than the Court is prohibited. The only exceptions to this requirement shall be the following:

- A. Where disclosure is required by law.
- B. Where prior written consent has been obtained from the youth's parent or his/her legally authorized representative and the Court.
- C. Where disclosure is required by a Court Order.

Breach of this Section 13 shall be a material breach of this Agreement.

14. Compliance with HIPAA

To the extent Contractor and Its personnel have access to protected health information of participants in the Day Treatment Program, Contractor and its personnel and subcontractors shall comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, as amended, including the amendments made to HIPAA by the Health Information Technology for Economic and Clinical Health Act ("HITECH ACT"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Genetic Information Nondiscrimination Act of 2008 ("GINN") and rules and regulations promulgated pursuant thereto, 45 CFR Parts 160 and 164, as amended.

15. Management of Contract

The Contractor agrees that designated representatives of the County or Court shall have access to the facility, and participant records (to the extent that disclosure is allowed under Federal and/or State law), contract records and employees of the Contractor upon request and as necessary to monitor and manage this contract.

16. Participant Rights

Contractor agrees that employees will comply with child protection laws which require the reporting of child abuse and neglect. The Contractor agrees to immediately report deaths, serious injuries) and suspected abuse of participants. The Contractor further agrees to give immediate medical treatment, comfort and protection to participants who have suffered. physical injury,

17. Designation of Contact Person

The Court Administrator shall act as the liaison between the Contractor and the County, unless another contact person is designated.

18. Laws, Rules and Venue

- A. The Contractor agrees to abide by all state statutes, municipal ordinances, and administrative rules and all applicable federal statutes and regulations in the provision of services called for by this contract.
- B. The County and Contractor agree that this contract is written in accordance with the laws of the State of Michigan. If a dispute arises between the parties regarding interpretation, the laws of the State of Michigan shall control.
- C. In the event any actions in law or inequity are brought by or against the County or Court, or the County or Court are made a part thereof, the County, Court and Contractor acknowledge and agree that such actions shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Northern. Division.

19. Contract Termination

- A. This contract may be terminated by the Contractor without cause sixty (60) days after written notification to The Court at its business address.
- B. The Court may terminate this contract without cause sixty (60) days after giving written notice of termination to the Contractor at its business address.

20. Vacating Premise

Upon notice of expiration or termination of this contract, the Contractor agrees to give to the Court within 24 hours, copies of the participants' records. The Court shall provide the Contractor with a receipt for the items provided.

21. Assignment of Contract

The County, Court and Contractor agree that the Contractor may not assign its interests, rights or responsibilities under this contract.

22. Nondiscrimination

Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

Contractor shall adhere to all applicable Federal State and local laws, ordinances, rules and regulations prohibiting discrimination, including) but not limited to, the following:

- A. Nondiscrimination requirements of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended.
- B. Title VI of the Civil Rights Act of 1964, as amended.
- C. Section 504 of the Rehabilitation Act of 1973, as amended.
- D. Title IX of the Education Amendments of 1972.
- E. The Age Discrimination Act of 1975 as amended.
- F. Executive Order 12138, 44 FR 29637.
- G. The US Department of Justice nondiscrimination regulations, 28 'CFR Part 42, subparts C, D, E and G.
- H. The Elliott-Larsen Civil Rights Act 1976 PA 453, as amended.
- I. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- J. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated thereunder. Breach of this section shall be considered a material breach of this Agreement.

23. Waivers

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

In no event shall the making by the County of any payment due to Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which any then exist, on the part of Contractor, and the making of any such payment by the County while any such. breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County In respect to such breach or default.

24. Integration

This contract will be valid only when both Osceola and Osceola Counties fully sign and execute their County specific contract. The Contractor, Court and County agree that this contract is intended to constitute the entire and integrated understanding between them. No oral amendments shall be made to this contract.

25. Amendments to the Agreement

This Agreement may be amended only by the written mutual consent of the parties hereto.

26. Section Titles

The titles of the sections set forth in this Agreement are Inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

27. Complete Agreement

This Agreement and any additional or supplementary documents Incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto,

28. Non-Beneficiary Contract

This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

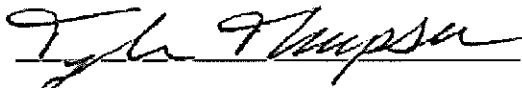
29. Invalid/Unenforceable Provisions

If any section, clause or provision of this Agreement Is held to be invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent Jurisdiction, that section, clause or provision shall be considered null and void and to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the Invalid, unenforceable section, clause or provision would result ·In the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date In which the provision was declared invalid.

30. Certification of Authority to Sign Agreement

The people signing on behalf of the parties hereto certify by their signatures that they are authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties,

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT IN THE SPACES PROVIDED BELOW.



Hon. Tyler Thompson P70870

Osceola County

Eagle Village, Inc.

Osceola County Commissioner Chair

AGREEMENT TO PROVIDE TRANSPORTATION SERVICES

THIS AGREEMENT is between 49th Circuit Court – Family Division – Osceola, whose principal business office is located at 301 West Upton Avenue, Reed City, MI 49677, (hereafter “49th CCFDO”), and Mecosta Osceola Transit Authority, 18710 16 Mile Road, Big Rapids, MI 49307, (hereafter “MOTA”). The parties hereby agree as follows:

- I. **Purpose:** The purpose of this agreement is to provide transportation services to students who attend programs offered by and funded through the 49th CCFDO.

- II. **Responsibilities of MOTA**
 - A. **Training and Licensure of Drivers.** MOTA shall properly train all of its drivers transporting consumers and shall require that they possess current and necessary licenses, certifications, and endorsements.

 - B. **Insurance.** MOTA shall maintain all insurance and coverage required by the State of Michigan.

 - C. **Safety.** MOTA shall be responsible for:
 1. Maintaining order and safety of its vehicles operating under this agreement. MOTA shall notify 49th CCFDO immediately of passenger behavior that is distracting to the driver or unacceptable for public transportation.
 2. Maintaining all vehicles used in the performance of this agreement in safe and operable condition. Dispatch will be on duty during all hours that MOTA vehicles are in operation.
 3. Equipping and maintaining all vehicles used in the performance of this agreement with all standard safety equipment in good working order.

 - D. **Force Majeure.** MOTA will not be responsible for disruptions or temporary cessation of service caused by weather conditions or other forces beyond the control of MOTA. MOTA shall keep the 49th CCFDO advised of conditions that may affect its capability to deliver the services specified.

 - E. **Scheduling.** MOTA will coordinate with 49th CCFDO and will be responsible for scheduling specific arrival and departure times (plus or minus 10 minutes) and will diligently strive to keep time spent en-route for any consumer/passenger to two (2) hours.

 - F. **Fares.** MOTA will bill the 49th CCFDO for services as follows:
\$4.00 per person, each way. When 49th CCFDO facilities are closed early due to weather, homebound runs shall also be billed at this rate.

Services will be billed monthly and paid within 30 days from the invoice date.

Both financial and ridership records will be maintained and shall be available for review by either party.

The fare rate may be re-considered, by mutual agreement, due to unforeseen extenuating circumstances.

III. Responsibilities of 49th CCFDO

- A. **Information.** 49th CCFDO shall provide MOTA with consumer/passenger names, addresses, telephone numbers, and other information as may be required to ensure passenger safety and safe operation of MOTA vehicles. MOTA shall keep all information so provided strictly confidential. 49th CCFDO will provide a calendar showing the days it intends to be closed.
- B. **Driveway Accessibility.** 49th CCFDO shall be responsible for notifying home providers that driveways must be maintained in accessible condition. It shall be left to the discretion of MOTA's drivers whether to leave the main road to provide door-to-door service. If driveways are inaccessible, alternative arrangements for consumer boarding must be made in advance.

IV. Miscellaneous Provisions

- A. **Fuel Surcharge.** If, during the term of this agreement, MOTA's per-gallon actual fuel cost increases by 10% or more above the base fuel cost of \$2.70 per gallon, and if such fuel cost increase continues for a period of 30 days or more, then, beginning with the billing for the month following that 30 day period, and continuing for so long as actual fuel cost exceeds base fuel cost by 10% or more, MOTA shall invoice and 49th CCFDO shall pay in addition to other charges described herein, a "fuel surcharge" in an amount equal to the difference between base fuel cost and MOTA's actual fuel cost incurred for the billing month, times the number of gallons consumed during that month providing transportation services under this agreement. The parties further agree that for the purposes of this agreement, the number of gallons consumed per month for providing transportation services shall be 1,700 gallons.
- B. **Termination.** This contract may be terminated by either party on 30 days' written notice.
- C. **Term.** The term of the agreement shall be for a 6 month period beginning at the start date of the program agreed upon by all parties. Terms of renewal will be determined by the needs of the renewal.

- D. **Notices.** Each notice required under this agreement shall be in writing and shall be personally delivered or sent by first class mail, postage prepaid, to the other party at the address first given above, or to any other address that either party shall specify to the other by written notice.
- E. **Assignment.** This agreement and the rights and obligations of either party under it may not be assigned or delegated except to any present future subsidiary or successor.
- F. **Amendments or Modifications.** No agent, representative, or unauthorized employee of either party may amend or modify any term of the agreement, or make additional promises, representations, or warranties. No modification of this agreement shall be valid unless in writing and signed by authorized representatives of the parties.
- G. **Complete Agreement.** Neither party has made any promises or representations that are not in the agreement and its attached schedules and addenda. This agreement is the complete agreement of the parties.

Mecosta Osceola Transit Authority

Raymond Steinke, Board Chair

Date

49th Circuit Court – Family Division – Osceola



Hon. Tyler Thompson

07/09/2024

Date

Osceola County Commissioner

Commissioner Chairperson

Date

Component Detail Report (DHS-2094)

Michigan Department of Health & Human Services (MDHHS)
 Children's Services Agency
 Osceola County for October 01, 2024 through September 30, 2025

Service Component (Full Title/Name)	Component Type
Basic Grant- Alternative Placement 25	Basic Grant

A. Personnel **Administrative Unit:** MDHHS Court

1. Salary and Wages			
Name(s)	Job Title	Hours/Week	Yearly Cost
2. Fringe Benefits			
Total Personnel			\$0.00

B. Program Support (For employees identified in "A" above)

1. Travel	Rate/Mile	Estimate No. of Miles	Yearly Cost
2. Supplies and Materials (Description/Examples)			Yearly Cost
Intake/Suspension room supplies-pens, pencils, furniture, etc.			\$6,000.00
3. Other Costs (Description/Examples)		Rate/Unit	Yearly Cost
Total Program Support			\$6,000.00

* Must comply with the definitions and limits listed for court operated facilities in the Child Care Fund Handbook.

C. Contractual Services

1. Unit Rates				
Name(s)	Rate	Unit Type	Total Units/ Contract	Yearly Cost
New Beginnings Mental Health Services LLC	\$250.00	week	80.00	\$20,000.00
2. Closed End Contracts				
Court will utilize licensed foster care and/or short term residential and/or detention placements				\$5,620.00
YAP services (potential contract)				\$20,000.00
Total Contractual				\$45,620.00

D. Non-Scheduled Payments

Type of Service (Description)	Anticipated No. Units to be Provided	Average Cost of Each Service Unit	Yearly Cost
transportation services (bus tokens, gas cards, etc)	50.00	\$10.00	\$500.00
court ordred classes	30.00	\$30.00	\$900.00
clothing expenses not covered by other funds	10.00	\$50.00	\$500.00
medical/dental services not covered by other funds	5.00	\$100.00	\$500.00
tutoring/school services	20.00	\$25.00	\$500.00
Pro-social/mentoring/community service	100.00	\$20.00	\$2,000.00
Total Non-Scheduled			\$4,900.00

E. Service Component - In-Home Care or Basic Grant

(Add Totals for A, B, C, and D above)	Total Service Component Cost	\$56,520.00
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F. Public Revenue:

If you plan to fund any portion of this service component with other public revenue including other Child Care Funds or Basic Grant monies, or if this component is generating revenue (i.e. third party payments) specify the following:

SOURCE	To Be Provided	Yearly Cost
Total Public Revenue		\$0.00

G. Subtract Total Public Revenue from Total Service Component Cost (E-F)

Total Cost to Basic Grant, Net Anticipated IHC Matchable Expenditure (Gross Costs Less Other Revenue)	\$56,520.00
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H. Program Specific Information:

1. Component Status

Continued
 Terminated
 Revised
 New

2. Target Population(s) Served - Check all that apply.

A. Children Under Jurisdiction of Court

Delinquent
 Neglect

B. Children NOT Under Jurisdiction of Court

Written Complaint
 CPS Category I or II
 Children likely to come under Jurisdiction of the Court

3. Area(s) of Intended Impact - Check primary area(s) only.

A Reduction In:

Number of Youth Petitioned

Number of Adjudications

Number of Days of Family Foster Care

Number of Days of Out-of-Home Detention

Number of Days of Shelter Care

Number of Days of Residential Treatment Care

Number of State Wards Committed (Act 150 & 220)

4. Service Focus - Check all that apply.

Provide early intervention to treat within the child's home

Effect early return from foster or institutional care

I. Program Description - Must be completed for all components, except those being terminated, each year.

This program is focused on providing support and services to a diverse group of delinquent youth under the jurisdiction of the court or with at least two eligible risk factors for basic grant funding. The risk factors for funding are as follows: 1) history of confirmed abuse and/or neglect of youth, 2) history of school truancy, suspensions, or expulsions, 3) youth who have run away from home, 4) use of alcohol or drugs, 5) ineffective, inconsistent, or nonexistent parent control, and 6) negative or delinquent peer relationships.

The structure of our program is based on a level system designed to provide the most appropriate and least restrictive services to the youth, with the flexibility to meet the youth's needs at each stage of their involvement with the court. The program serves the dual purpose of providing preventive services to youth at risk for long-term out-of-home placement and offering support services to assist with the transition from early return from foster or long-term institutional care.

Services provided by the program will not duplicate or replace existing service costs or cover any judicial functions that are the responsibility of the court. Funds will not pay for any basic family needs otherwise available through other federal, state, or public assistance programs.

The primary goal of partnering with New Beginnings Mental Health Services is to provide individualized services and treatment goals to youth and families, leading to a reduction of risk for long-term out-of-home placement in residential treatment care and/or foster care. Individualized services may include, but are not limited to, individualized counseling, family counseling, substance abuse evaluations, substance abuse counseling, mentoring/recreation services, tutoring services, independent living skills, community service, court-ordered classes, etc.

Before enrollment in this program, the youth will undergo standardized risk assessments to determine their specific needs. The assessments to be used include but are not limited to Anger Regulation and Emotional Scale (ARES), Jesness Inventory-Revised (JI-R), Comprehensive Executive Functioning Inventory (CEFI), Conners Comprehensive Behavior Rating Scales (CBRS), and Substance Abuse Subtle Screening Inventory (SASSI). The court has collaborated with New Beginnings Mental Health Services to conduct and evaluate these risk assessments, to aid in creating an individualized treatment plan for each participant entering the program. All participants in the program will be re-evaluated at least every 90 days for the entire duration of their participation, which is expected to be approximately three to six months on average. Each youth must be reassessed before discharge from the program.

Assessment/Evaluations and Mental Health Services:

Youth who are eligible for mental health services through this program must participate in services identified within the risk assessment and/or determined by a licensed counselor. The youth and/or family should attend counseling sessions at least once per week. The provider must submit written monthly progress reports to the Court promptly. The individualized treatment plan should be updated as the youth and/or family progresses through the program. Program funds will not be used for youth who are eligible for mental health services (including assessments, individualized, family, and group substance abuse counseling) through Community Mental Health or an appropriate mental health provider via private insurance.

Independent Living skills:

Older youth in our program who are on the verge of aging out will take part in an Independent Living Skills Assessment. The assessment will help identify areas where they need to improve as they transition into adulthood. By using this assessment to pinpoint the specific needs of the youth, we can give them time to work on developing the necessary skills before they leave the program. This approach will enhance their readiness and confidence as they enter the adult world by providing training in budgeting, obtaining and maintaining employment, transportation, securing suitable housing, knowledge of community resources, and more. These skills will help the youth succeed and reduce the risk of them returning to the legal system as adults.

Cognitive Interventions:

To foster a sense of purpose in young people and help them gain a better understanding of themselves and the world around them, this program will use a range of cognitive interventions tailored to their individual needs. These interventions may include but are not limited to, conflict resolution classes to help young people handle and process conflict in a healthy way, as well as online classes covering topics such as anger management, substance abuse, shoplifting, self-esteem, and interpersonal communication. The program will also involve community service to enable the youth to contribute to the community, fostering a positive relationship with themselves and those around them.

Licensed Short-Term Foster Care and/or Secure Setting:

If all available and appropriate least restrictive programs have been tried without success, the program will allow the court to place youth in a licensed short-term foster care or secure setting. When this resource must be used, the court has found that youths and families begin to realize the seriousness of being removed from their homes. This may impact the youth enough to bring about behavioral changes, potentially avoiding costly long-term out-of-home placements. This can motivate the youth and families to work on their treatment plans and goals more effectively and to cooperate with the service providers currently in the home. Examples of these settings include but are not limited to licensed foster care homes through the Michigan Department of Health and Human Services and/or other private agencies, Midland County Juvenile Center, Calhoun County Juvenile Care, Isabella County

non-secure and/or other short-term out-of-home placements.

Intake/Suspension Room:

This new space will be constructed to serve multiple purposes for our programming. Initially, it will provide a comfortable and safe environment for young people to undergo individualized risk assessments as part of our court's intake process. This measure is aimed at safeguarding the confidentiality and accuracy of the testing.

Secondly, this room will be used to provide a quiet and safe space for youth who are suspended or sent home from school to work on their school assignments until the end of the school day. It will also be a space that can be used for tutoring sessions if the library or school is not available. This will help them stay on track with their education and reduce the risk of falling behind. The availability of this room will also help decrease out-of-school suspensions and reduce the chance of probation violations or short-term out-of-home placements.

Thirdly, this room will be used as an unlocked holdover space for youth who need a short cooling-off period in lieu of being placed in short-term detention or foster care. It will be utilized for youth who cannot be out in the community and will be under direct supervision by Court or RDSS staff. This room will follow the RDSS criteria and will only be used when all other resources have been exhausted.

YAP Services:

Our Court is in the process of partnering with the Youth Advocate Program-Michigan to offer intensive wraparound advocacy services for the youth of Osceola County. This evidence-based practice has been utilized by the Michigan Department of Health and Human Services for the past four years and is now accessible at the county level. This service will provide our court with an additional program that can be utilized as a diversion tool or for our youth who have come in contact with our court. It will also assist the youth and their families by coordinating mental health services, community services, and advocating for personalized services. This will reduce the risk of out-of-home placement and help keep our youth in the community or support them in transitioning home from placement.

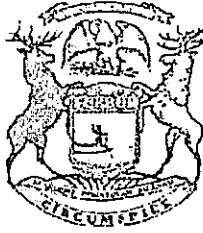
AUTHORITY: Act 87, Public Acts of 1978, as amended.
COMPLETION: is Required.
PENALTY: State reimbursement will be withheld from local government

Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.

The 18th PROBATE COURT & 49th CIRCUIT COURT - FAMILY DIVISION

Honorable Tyler Thompson
Probate and Family Court Judge

MECOSTA COUNTY
Mecosta County Courthouse
400 Elm Street
Big Rapids, MI 49307
Phone:(231) 592-0135
Fax:(231)-592-0191



OSCEOLA COUNTY
Osceola County Courthouse Annex
301 West Upton Ave.
Reed City, MI 49677
Phone:(231) 832-6127
Fax:(231) 832-6181

This agreement is made between the Osceola County Family Division, 49th Circuit (referred to as COURT) and New Beginnings Mental Health Evart MI (referred to as NBMH) to be effective beginning October 1, 2023. This agreement may be terminated or modified by either party by giving 30 days written notice to the other party stating the reason for modification or termination.

NBMH agrees to provide services for youth and families under the Child Care Fund pursuant to the terms outlined in ATTACHMENT #1 and #2 (enclosed), provided however, that if any terms of Attachment #1 and this agreement conflict, the terms of this agreement shall control.

The COURT agrees to pay NBMH the sum of \$300 per week when services are being provided under the terms of this agreement and no other funding is available (i.e. family insurance). Services to be provided are the following but not limited to: substance abuse counseling/mental health services (individual and/or family), assessment/evaluations, scoring of assessments/evaluations, substance abuse groups, and any other services approved by this Court.

NBMH agrees to maintain adequate program and fiscal records and files to support program activities and expenditures made under the terms of this agreement. These records shall be maintained in an appropriate format to enable the COURT to obtain reimbursement from the State of Michigan under the Child Care Fund program. The records shall also include program statistical information to measure program effectiveness. NBMH agrees to work cooperatively with authorized representatives of the Court (all Family Court staff of the 49th Circuit Court) and provide access to all records, files, and documents as necessary for this agreement. The COURT agrees to provide appropriate program and administrative assistance and consultation to meet record-keeping purposes. Specific records to be maintained and provided to the COURT include, but are not limited to, the following:

- An intake report with a response to each youth or family referred for services, which shall include an initial service plan identifying the presenting barriers and treatment goals and objectives.
- Progress Reports to advise the Court of the status and progress in services or to recommend further Court action or intervention to address further barriers identified through services.
- Termination Summary after services, describing the progress made, the extent to which goals have been achieved, and the circumstances of termination of services.

- Reports and recommendations from additional assessment services, if completed, as outlined in Attachment #1 and #2.

NBMH may establish a policy to directly bill clients referred for any missed sessions, but the COURT may not be billed for missed sessions, nor shall the COURT be responsible for any scheduling arrangements or administration functions relating to scheduling. NBMH shall notify the COURT for consultation and consideration of other follow-up services, such as referral to available mentoring, Community Mental Health, DHHS Prevention Services, or any other appropriate service providers.

It is understood that NBMH is an independent contractor and not an employee or representative of the COURT. It is also understood that in specific cases, NBMH may subcontract with other licensed professionals for referrals to provide services to people referred under this contract, with approval of the COURT and consistent with the terms of this agreement.

The COURT agrees that payments made pursuant to the terms of this agreement shall be made not less than monthly upon submission by NBMH or records showing the number of units of services provided in the preceding month. NBMH understands that there is limited funding available under the Child Fund program, and if that sum is exceeded, no further referrals may be made under the funding program.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THE DULY AUTHORIZED OFFICERS INDICATED BELOW.

Dated 07/10/2024



Hon. Tyler Thompson
Probate/Family Court Judge, Osceola County
18th Probate/49th Circuit-Family Division

Dated _____

Osceola County Commissioner Chairperson

Dated _____

Dawn Kruihoff
New Beginnings Mental Health

ATTACHMENT #1

Conners Comprehensive Behavior Rating Scales (CBRS): Ages 6-18

is a tool used to gain a better understanding of academic, behavioral and social issues that are seen in children and adolescents.

CBRS Scales: Generalized anxiety disorder, Autistic disorder, Separation anxiety disorder, Social phobia, Attention-deficit/hyperactivity disorder, Major depressive episode, Oppositional defiant disorder, Manic episode, Conduct disorder.

The Conner's CBRS is composed of: 12 Conner's CBRS scales--Emotional Distress, Aggressive Behaviors, Academic Difficulties: Total, Academic Difficulties: Language, Academic Difficulties: Math, Hyperactivity, Hyperactivity/Impulsivity, Social Problems, Separation Fears, Perfectionistic and Compulsive Behaviors, Violence Potential, and Physical Symptoms.

14 DSM-IV-TR Symptom scales--ADHD Hyperactive/Impulsive, ADHD Inattentive, ADHD Combined, Conduct Disorder, Oppositional Defiant Disorder, Major Depressive Disorder, Manic Episode, Mixed Episode, Generalized Anxiety Disorder, Separation Anxiety Disorder, Social Phobia, Obsessive-Compulsive Disorder, Autistic Disorder, and Asperger's Disorder.

3 Validity scales--Positive Impression, Negative Impression, and Inconsistency Index.

11 Other Clinical Indicator scales--Bullying Perpetration, Bullying Victimization, Enuresis/Encopresis, Panic Attack, Pervasive Developmental Disorder, Pica, Post Traumatic Stress Disorder, Specific Phobia, Substance Use, Tics, and Trichotillomania.

3 Impairment Item scales--Schoolwork/Grades, Friendships/Relationships, and Home Life.

2 Critical Item scales--Severe Conduct and Self-Harm.

2 Additional Question scales--Other Concerns and Strengths

Substance Abuse Subtle Screening Inventory (SASSI): Ages 12-18

The Adolescent SASSI-A2 is designed to identify individuals who have a high probability of having a substance use disorder, including both substance abuse and substance dependence, with its decision rules yielding an overall accuracy of 94 percent. Upon completion of the risk assessment the following services may be implemented to decrease the risk of the youth re-offending:

SUMMARY OF COURT SERVICES

Anger Regulation and Emotional Scale (ARES): Ages 10-17.

The Anger Regulation and Expression Scale (ARES) is a self-report assessment of the expression and regulation of anger, angry thoughts, emotions, and behaviors in youth. The ARES assess tendencies towards inward and outward expressions of anger along with the range and duration of anger experiences.

The Jesness Inventory--Revised (JI--R): Ages 8 - adult

A comprehensive, self-report measure of personality and psychopathology that is applicable to children and adolescents with more severe behavioral problems, and with-whom violence potential is a concern.

Jesness Scales: Social maladjustment, value orientation, immaturity, autism, alienation, manifest aggression, withdrawal depression, social anxiety, repression, denial, Asocial Index. (The Asocial Index refers to a generalized predisposition to resolve problems of social and personal adjustment in ways ordinarily regarded as showing disregard for social customs and rules), conduct disorder, and oppositional defiant disorder.

Comprehensive Executive Functioning Inventory (CEFI): Ages 5-18 -- Self-Report 12-18

The Comprehensive Executive Function Inventory (CEFI™) is a 100-item rating scale designed to measure behaviors associated with executive function in children and youths aged 5 through 18 years. The rating scale is completed by a parent, teacher, or the youth. When used in combination with other information, results from the CEFI help in guiding diagnostic decisions, treatment planning, and ongoing monitoring of treatment progress.

CEFI Scales: Attention, Emotion Regulation, Flexibility, Inhibitory Control, Initiation, Organization, Planning, Self-Monitoring, and Working Memory. In addition, a Consistency Index, Negative Impression and Positive Impression scales are provided.

Skills or deficits of Executive Functioning:

Planning, time management, task initiation, organization, problem solving, flexibility, working memory, stress tolerance, sustained attention, self-monitoring.

Attachment #2

New Beginnings Mental Health Services, LLC will provide consultation services to Osceola County Juvenile Court in the following capacity:

Provide personality overviews of youth to assist in making informed decisions regarding treatment and services needed.

Provide substance abuse counseling utilizing the Hazelden Adolescent Youth 12- step program that includes an eclectic approach. Individuals performing substance abuse counseling will be completed by individuals currently satisfying hours worked within substance abuse services field (interns) as required the Michigan Certification Board for Addiction Professionals and/or by a current certified substance abuse counselor or licensed professional counselor. All interns will be supervised by M. Dawn Kruthoff who is a certified clinical supervisor for addiction work. Counseling will be provided 2-4 x per month per youth as appropriate to meet their needs. A total of 6 youth at any time will be included within this contract.

The above services will be billed at a rate of \$300.00 per week.

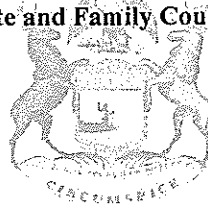
New Beginnings Mental Health Services, LLC will complete psychological examinations as requested by the court. Psychological examinations will be billed to insurance, if possible, in the event the evaluation is not covered by an insurance plan the psychological will be billed to the court.

The fee for a full psychological examination with IQ is: \$850.00, without IQ the fee is \$700.00. If Attention Deficit and/or Autism is needed as an additional evaluation the fee is: \$1,100.00. The fees noted within this attachment are for Osceola County Juvenile Court only and should not be shared with outside agencies.

The 18th PROBATE COURT & 49th CIRCUIT COURT - FAMILY DIVISION

Honorable Tyler Thompson
Probate and Family Court Judge

MECOSTA COUNTY
Mecosta County Courthouse
400 Elm Street
Big Rapids, MI 49307
Phone: (231) 592-0135
Fax: (231)-592-0191



OSCEOLA COUNTY
Osceola County Courthouse Annex
410 West Upton
Reed City, MI 49677
Phone: (231) 832-6127
Fax: (231) 832-6181

TO: Osceola County Board of Commissioners

FROM: Heather Streicher, Probate/Family Court Administrator

RE: Child and Parent Legal Representation (CPLR) grant

Date: 7/24/2024

Attached is our FY 2025 signed grant for the grant cycle beginning from 10/1/2024 and ending 9/30/2025. This grant does not require a signature from the commissioner chair, but it does need the board's concurrence to accept the funds for FY 2025.

The CPLR grant is a renewal to an existing court grant, providing legal representation for ancillary issues involved in abuse and neglect cases. This includes legal representation for family team meetings, domestic relations proceedings, adoption and/or guardianship filings or consultations, and document drafting. These additional legal services are only provided if they are likely to lead to quicker permanency for children in our court and foster care system. This grant is specifically for open neglect and abuse cases where the child(ren) has been placed in foster care for at least one day.

Based on current case trends and past practice, the estimated budget for Appointed Attorneys in the Family Court is \$90,000. The approved grant amount for FY 2025 is \$22,500. The grant will reimburse the ancillary legal expenditures described above. It's important to note that this grant is not intended to replace the county-funded attorney fees already budgeted, but rather to cover legal services that the county budget does not currently cover. Approval of this grant was factored into our 2025 budget, so it does not lower the estimated budget of \$90,000.

Essentially, this grant provides attorney services for parents and children on matters outside the scope of county-funded legal representation, to lead to quicker permanency (adoption, reunification, guardianship). Consistent with Child Protection Law, prompt permanency is recognized in the best interests of the child(ren). It also means that court involvement (and county-funded attorney fees) ends sooner.

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
County of Osceola - 49th Circuit Court, Family Division
301 W. Upton Ave
Reed City MI 49677 1149
Federal I.D.#: 38-6004880, Unique Entity Identifier: GYW4WNJS8EG1
hereinafter referred to as the "Grantee"
for
Child and Parent Legal Representation - 2025
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2024, whichever is later, and continue through September 30, 2025. No activity will be performed and no costs to the state will be incurred prior to October 1, 2024 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2024, whichever is later, 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 \$90,000.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$22,500.00. 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://egram-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 \$10,000 or 15%, 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 provide legal representation to eligible children and parents in child welfare legal proceedings.

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, which is part of this Agreement.

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

County of Osceola - 49th Circuit Court, Family Division

Heather Streicher

Court Administrator

Name

Title

Date

For the Michigan Department of Health and Human Services

Christine H. Sanches

07/18/2024

Christine H. Sanches, 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 seven (7) 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 2 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 \$1,000,000 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 in 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$1,000,000 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 after 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 notification to the Department within 14 days, or sooner if circumstances warrant, 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. State or federal data includes data and information provided to Grantee or Grantee's Subcontractor by or on behalf of the State or federal government, and all data and information derived therefrom, is the exclusive property of the State or federal government.

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, or sooner if circumstances warrant, 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.
 - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify the Contract Manager, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the <http://egrams-mi.com/mdhhs> website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

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 CRF 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 self or governmental self-insurance.

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: Home Page - ICHAT Menu (michigan.gov)
 - 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.

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. 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."
2. 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.

3. 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. 290dd-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.
4. 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 seven (7) 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. 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;
- d. Is unpublished or not available to the general public; or
- 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;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
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.

Q. 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. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of the state agreement amount. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records

until fully recovered by the Department.

3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department for the same services. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
 - b. A hearing by an impartial official.
 - c. An opportunity for the Grantee to examine the Department's associated records.
 - d. An opportunity for the Grantee to present evidence in person or in writing.
 - e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
 - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

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. Adjustments should not be made to reported expenditures to account for any operational advance funding received. 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: <https://www.michigan.gov/sigmavss>.

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 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

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.
- E. Immediately if the Grantee, as determined by the State, (i) endangers the value, integrity, or security of any facility, data, or personnel; or (ii) engages in any conduct that may expose the State to liability.
- F. Immediately by mutual agreement of both parties

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 return all State and federal data and 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, anyone directly or indirectly employed by the Grantee, or anyone performing activities at the direction of the Grantee under this agreement.
- 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.

- C. In the event of an incident the Grantee must:
1. Cooperate with the Department in investigating the occurrence, 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;
 2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with comprised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals 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;
 3. Perform or take any other actions required to comply with applicable law as a result of the occurrence including pay for: any costs associated with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, reasonable attorney's fees associated with such investigation and resolution.

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

Objective : Billable services submitted for reimbursement within the grant.

Activity : Provide ancillary legal services to family. This is an enhanced service funded through the CPLR grant because our court is able to compensate the attorneys accordingly for extra services to assist families with ancillary legal services. These services were not provided prior to the grant.

Responsible Staff : Project Manager

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : Ancillary matters will be resolved.

Measurement :

1. Number of cases provided ancillary legal services.
2. Percentage of cases provided ancillary legal services.
3. Types of legal services provided.

Activity : Compensate Attorneys for Out of Court Advocacy. This is an enhanced services due to the CPLR grant because attorneys are now compensated for the out of court meetings which provides families with more services. This was not possible prior to the grant.

Responsible Staff : Project Manager

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : Attorney will attend out of court meetings, resulting in increased client communication.

Measurement :

1. Number of Attorneys that attended out of court meetings.
2. Total number of out of court meetings attended.

Activity : Attorney compensation for Abuse and Neglect Legal Representation. This is an enhanced service provided through the grant to allow the court to increase attorney fees to maintain attorneys on our roster and attract new attorneys. Without this grant, this service would not have been provided.

Responsible Staff : Project Manager

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : Consistency in legal representation.

Measurement :

1. Number of Attorneys on court appointment list.
2. Number of Attorneys on court appointment list prior to participating in this grant.

B1 Attachment B1 - Program Budget Summary

PROGRAM Child and Parent Legal Representation - 2025			DATE PREPARED 7/18/2024	
CONTRACTOR NAME County of Osceola - 49th Circuit Court, Family Division			BUDGET PERIOD From : 10/1/2024 To : 9/30/2025	
MAILING ADDRESS (Number and Street) Courthouse Annex 301 W Upton Ave			BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
			AMENDMENT # 0	
CITY Reed City	STATE MI	ZIP CODE 49677-1149	FEDERAL ID NUMBER 38-6004880	

Category		Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	0.00	0.00
2	Fringe Benefits	0.00	0.00
3	Employee Travel and Training	0.00	0.00
4	Supplies & Materials	0.00	0.00
5	Subawards – Subrecipient Services	0.00	0.00
6	Contractual - Professional Services	0.00	0.00
7	Communications	0.00	0.00
8	Grantee Rent Costs	0.00	0.00
9	Space Costs	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00
11	Client Assistance - Rent	0.00	0.00
12	Client Assistance - All Other	0.00	0.00
13	Other Expense	90,000.00	90,000.00
Total Program Expenses		90,000.00	90,000.00
TOTAL DIRECT EXPENSES		90,000.00	90,000.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		90,000.00	90,000.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	MDHHS State Agreement	22,500.00	22,500.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	67,500.00	0.00	67,500.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Total Source of Funds	90,000.00	22,500.00	67,500.00	0.00
	Totals	90,000.00	22,500.00	67,500.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages					
2	Fringe Benefits					
3	Employee Travel and Training					
4	Supplies & Materials					
5	Subawards – Subrecipient Services					
6	Contractual - Professional Services					
7	Communications					
8	Grantee Rent Costs					
9	Space Costs					
10	Capital Expenditures - Equipment & Other					
11	Client Assistance - Rent					
12	Client Assistance - All Other					
13	Other Expense					
	Legal Fees	0.0000	0.000	0.000		90,000.00
Total Program Expenses						90,000.00
TOTAL DIRECT EXPENSES						90,000.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					
2	Cost Allocation Plan					
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						90,000.00

- 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



Merit Network Proposal

Merit IRU on Lateral Build

7/2/2024

Prepared For: Jon-Thomas Burgess

Osceola County
301 West Upton Avenue
Reed City MI 49677-1149
United States
P: 231-832-5572
E: oscit@osceolacountymi.com

Quote Information

SA#: 20240610-IRU-37511-AMF-1
Q#: 60
Quoted: 7/2/2024
Expiration: 9/30/2024

Prepared By: Keason Sanvordenker

Merit Network, Inc.
880 Technology Drive, Suite B
Ann Arbor, MI 48108
P: 734-476-2316
E: skeason@merit.edu

Within This Proposal

- Cover Page
- Cover Letter
- Service Quote
- Billing Details & Signature Page
- Service Agreement

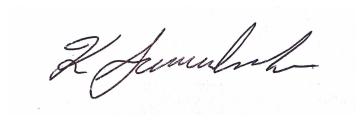
On a Personal Note

Merit Network is a non-profit membership organization committed to providing its members with the highest quality of service. We are committed to providing scalable, adaptable, and dependable solutions to our Members to help them achieve their strategic goals. We foster a collaborative community of organizations like yours to share knowledge and resources to accomplish local or like-minded projects. Merit Members can achieve far more together than they can on their own, which makes their organizations stronger - allowing them to focus on their core competencies and missions.

I will follow up with you to arrange a meeting with you and any of your technical staff to discuss the enclosed proposal and answer any questions you may have. Please contact me if you have any questions or need additional information. For more information about Merit, please refer to the enclosed materials or visit our website at www.merit.edu.

Thank you for your interest in and support of Merit Network.

Sincerely,



Service Specifications

Access portions of Merit's fiber-optic network for point-to-point connections through dark fiber IRUs. Merit has over 2,000 miles of fiber-optic infrastructure in Michigan's Upper and Lower Peninsulas and across northern Wisconsin that are eligible for non-Member use. The advantages of an IRU of Merit's dark fiber include:

- Statewide infrastructure, including both upper and lower peninsula
- Protection available from network circuit outages
- Bandwidth is not shared with other traffic
- Connections to major connections in Chicago
- 24x7 hyper-local support
- Diverse fiber paths

Merit IRU on Lateral Build

Service Items	Amount
IRU Fee 20-yr Term	\$1,200.00
Fiber Maintenance Fee	\$350.00
Non-Recurring Total	\$1,200.00
Annual Recurring Total	\$350.00

Should you choose to proceed with the Service(s) included in this proposal, please provide the following details:

- Billing Contact Name, Phone Number, Email: _____
- Billing Cycle Date: July 1 ____, January 1 ____, October 1 ____, or Other _____
- Billing Frequency: Annual ____, Semi-annual ____, Quarterly ____, or Monthly ____

(Non-annual billing frequencies incur a \$25 fee per non-annual invoice)

Your signature below constitutes your agreement to purchase the Service(s) outlined in this proposal, the associated pricing, and the terms and conditions included in the proposal.

Merit Network, Inc.

Osceola County

Signature: 

Signature: _____

Name: Keason Sanvordenker

Name: _____

Title: Community Engagement Manager

Title: _____

Date: 7/2/2024

Date: _____

ADDITIONAL DETAILS

Fiber Splicing

- Estimated splicing cost includes four splice points.

Fiber Maintenance

- Routine fiber maintenance fees shall adjust every contract year by using the Consumer Price Index (U.S. all items, All Urban Consumers CPI-U) published by the Bureau of Labor Statistics, United States Department of Labor. The fee shall adjust by the same percentage of increase that the Consumer Price Index published on each anniversary date has increased over the Consumer Price Index published on the date of this Agreement (see 18.2 of IRU Agreement).

Eligibility Requirements

- To be eligible for Member rates, Member must have an active Membership Agreement for the length of the term selected for this service and is subject to the terms and conditions of the Merit Membership service agreement.

Agreement Term

- This agreement begins on the date that service is implemented (TBD) and expires after 20 years.

General Information

- This agreement is contingent upon the Merit Internet Service SA# 20240620-DED-37511-AMF-1.

BTOP Use and Nondiscrimination and Interconnection Requirements

- (a) In entering into this Agreement, Grantee will use the Grantee Fibers to provide broadband service.
- (b) In making use of the Grantee Fibers, Grantee will, consistent with the requirements governing the Broadband Technology Opportunities Program, 75 Fed. Reg. 3792 (Jan. 22, 2010):
- (i) Adhere to the FCC's Open Internet Rules, 47 C.F.R. §§ 8.1 – 8.17, and any subsequent rulings related to such rules;
 - (ii) Provide Internet connectivity directly or indirectly; and
 - (iii) Offer interconnection, where technically feasible without exceeding current or reasonably anticipated capacity limitations, at reasonable rates and terms to be negotiated with requesting parties, which shall include both the ability to connect to the public Internet and physical interconnection for the exchange of traffic.
- (c) The Parties acknowledge and agree that the requirements in (b) do not apply to any facilities other than the Grantee Fibers, including, but not limited to, any of Grantee's existing network arrangements, except as may otherwise be required by applicable law.
- (d) The Parties acknowledge and agree that the FCC's Open Internet Rules referenced in (b)(i) are subject to judicial review in a case currently pending in the United States Court of Appeals for the D.C. Circuit, *Verizon v. FCC*, No. 11-1355 (D.C. Cir.). The Parties further acknowledge and agree that Grantee will have no contractual obligation to comply with the FCC's Open Internet Rules in the event those rules are vacated or otherwise held to be unlawful by a final court order.
- (e) Grantee certifies that it will use the Grantee Fibers to meet its current and reasonably anticipated broadband capacity needs and that it is not entering into this Agreement to acquire unnecessary capacity that would prevent other service providers from providing a competing broadband service. Based on such certification, the Parties acknowledge that Grantee has shown that it would not be technically feasible to offer interconnection pursuant to (b)(iii) above and Grantee shall not be required to comply with this condition.
- (f) The Parties acknowledge and agree that any final, non-appealable order issued by either the FCC or NTIA finding that Grantee has violated these Requirements will result in the termination of this Agreement.

IRU AND MAINTENANCE AGREEMENT

Service Agreement # 20240610-IRU-37511-AMF-1

THIS IRU and MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of the signature date by and between Merit Network, Inc., a non-profit 501(c)(3) corporation formed under the laws of the State of Michigan with offices located at 880 Technology Drive, Suite B, Ann Arbor, MI 48108 ("Grantor") and Osceola County ("Grantee").

RECITALS

- A. Grantor has constructed or acquired a fiber-optic communications system as generally described in Schedule I attached hereto.
- B. Grantor's fiber-optic communications system includes high fiber count (fiber optic cable).
- C. Grantee desires to obtain the indefeasible right to use the number of fibers in the locations identified in Schedule I attached hereto.
- D. Grantor desires to grant to Grantee an indefeasible right to use the fibers and other facilities described herein, all upon and subject to the terms and conditions set forth below.

ARTICLE 1 - DEFINITION

- 1.01 "Acceptance Date" shall mean the date when Grantee delivers (or is deemed to have delivered) notice of acceptance of a Completion Notice with respect to the Grantee Fibers in accordance with Article 7.
- 1.02 "Acceptance Testing" shall have the meaning set forth in Article 7.
- 1.03 "Affiliate" shall mean, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person ("control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise).
- 1.04 "Associated Property" shall mean the tangible and intangible property needed for the use of the Grantee Fibers as more particularly described in this Agreement, including but not limited to all associated conduits, poles and underlying rights of Grantor as necessary to effectuate this Agreement, but excluding any electronic and/or optronic equipment.
- 1.05 "BTOP" means the Broadband Technology Opportunities Program administered by the NTIA.
- 1.06 "Cable" means fiber optic cable along the System Route as identified in Schedule I. The term Cable includes the fiber optic filaments contained in a suitable jacketing and the sheath.
- 1.07 "Completion Notice" shall have the meaning set forth in Section 7.02.
- 1.08 "Demarcation Point" means a boundary point located at a splice point where a cable from the Grantee system is joined to the Grantee Fibers. On the side of the Demarcation Point where the Grantee system is located, which shall be called the "Grantee Side," Grantee shall have all responsibility. The other side of the Demarcation Point shall be called the "Network Side," where the Grantee Fibers are located and where Grantor shall have responsibilities and rights set forth herein.
- 1.09 "Dispute Notice" shall have the meaning set forth in Article 25.
- 1.10 "Effective Date" shall have the meaning set forth in Section 5.01.
- 1.11 "Force Majeure Event" shall have the meaning set forth in Article 13.

1.12 "Governmental Authority" shall mean any federal, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and sewer authorities.

1.13 "Grantee Fibers" shall have the meaning set forth in Article 3.

1.14 "Grantor Facilities" if this term is used in this Agreement shall mean such facilities as may be mutually agreed upon between Grantor and Grantee pursuant to a separate agreement which are owned, leased or otherwise used by Grantor and which may be used by Grantee to accommodate or house switch equipment, fiber optic transmission and/or associated ancillary equipment or may be used by Grantee as regeneration or amplifier facilities.

1.15 "Grantor System" means the entire communications system assembled by the Grantor along the System Route, including the Cable, structures, rights, licenses, permits, authorizations, rights-of-way, easements and other agreements which are necessary for Grantor to obtain in order to permit Grantor to construct, install and maintain the Grantor System. Where appropriate in the context of the use of the term "Grantor System", such system includes the Grantee Fibers.

1.16 "Impositions" shall mean all taxes, fees, levies, imposed duties charges or withholdings of any nature (including without limitation Metro Act fees, ad valorem, real property, and franchise, license and permit fees), together with any penalties, fines or interest thereon imposed upon the Grantor System, or any part thereof, by any Governmental Authority.

1.17 "IRU" shall have the meaning set forth in Article 3.

1.18 "IRU Fee" shall be the fee specified in the attached pricing proposal.

1.19 "Licensor" means the grantor, licensor or issuer of any Required Right.

1.20 "Maintenance Fees" shall have the meaning set forth in Article 18.

1.21 "Network Side" means the side of the Demarcation Point on which the Grantee Fibers are located.

1.22 "NTIA" means the National Telecommunications and Information Administration, and agency within the United States Department of Commerce.

1.23 "Person" shall mean any natural person, corporation, partnership, limited liability company, business trust, joint venture, association, company or Governmental Authority.

1.24 "Prime Rate" shall mean, as of any relevant date, the interest rate most recently published in the Money Rates Section of The Wall Street Journal as the prime rate.

1.25 "Proprietary Information" shall have the meaning set forth in Section 17.01.

1.26 "Route Miles" shall mean the actual number of miles, or portion thereof, for the System Route.

1.27 "System Route" shall have the meaning set forth in Section 2.01.

1.28 "Term" shall have the meaning set forth in Article 5.

ARTICLE 2 - SYSTEM ROUTE

2.01 The Grantor System will connect the points as identified on Schedule I attached hereto, and all of which together are herein called the "System Route." Unless otherwise agreed to in writing by the Grantor, the Grantor System will not include expansion of the System Route during the Term of this Agreement to include any additional fiber segments or capacity that are constructed by Grantor or obtained by Grantor from another provider.

ARTICLE 3 - GRANT OF IRU

3.01 As of the Effective Date, as defined in Section 5.01, Grantor hereby grants to Grantee, and Grantee hereby acquires from Grantor (i) an exclusive indefeasible right of use in, for the purposes described herein, the number of fibers set forth in Schedule I and any future IRUs of fibers specifically identified and set forth in a subsequent Schedule I addendum to be specifically identified in the Cable (the "Grantee Fibers"); and (ii) an associated and non-exclusive indefeasible right of use, for the purposes described herein, in the Associated Property respecting the System Route (collectively the "IRU").

ARTICLE 4 - FEES

4.01 Grantee agrees to pay, as compensation for the use of the Grantee Fibers, the IRU Fee set forth in the attached pricing proposal and any subsequent addendum.

4.02 Grantee shall also pay the Maintenance Fee as set forth in Article 18.

4.03 Grantee shall also pay all applicable federal, state, and local taxes, duties, levies and fees however designated including but not limited to sales and use taxes, as well as fees to recoup any applicable federal, state, and local fees, and cost recovery charges, including without limitation, universal service fees and charges for the sale, installation, use, or provision of the Services.

4.04 In addition to the foregoing amounts, Grantee shall pay directly or reimburse Grantor for all other reasonable sums, costs, fees and expenses which are expressly provided to be paid by Grantee under this Agreement.

4.05 Grantor will send Grantee an invoice for payment of the IRU Fee and Grantee shall pay such invoiced amount within thirty (30) days after the Acceptance Date. Grantor will send Grantee invoices for payments of the Maintenance Fee as set forth in Article 18, splicing costs as set forth in Section 19.4 and for other reasonable amounts owed by Grantee to Grantor hereunder and Grantee shall pay such invoiced amounts within thirty (30) days after receipt of such invoice by Grantee. Any sums not paid by Grantee when due shall bear interest at the Prime Rate plus two percent (2%).

ARTICLE 5 - TERM

5.01 The IRU with respect to the Grantee Fibers shall become effective on the first day when both (i) the Acceptance Date with respect to the Grantee Fibers has occurred and (ii) Grantor has received payment of the IRU Fee then due to Grantor hereunder (the "Effective Date"). The Term of the IRU for the Grantee Fibers identified in the attached pricing proposal or any subsequent addendum shall extend to the termination date set forth in the attached pricing proposal or the respective addendum.

5.02 Upon the termination of the Term or abandonment pursuant to this Article, all rights to the use of the Grantee Fibers therein shall revert to Grantor without reimbursement of any of the IRU Fee or other sums, costs, fees or expenses previously paid, and from and after such time Grantee shall have no further rights or obligations pursuant to this Agreement with respect to the Grantee Fibers, except for payments of amounts due prior to such termination or abandonment and the obligations set forth in Articles 10 and 17.

5.03 This Agreement shall become effective on the date hereof and shall terminate on the date of a termination pursuant to Section 5.04, Article 14, Article 9 Section 9.02, or upon expiration of the Term pursuant to Section 5.01, except that those provisions of this Agreement which are expressly provided herein to survive such termination shall remain binding on the parties.

5.04 If at any time during the Term Grantee determines that the Grantee Fibers have reached the end of their useful life (as determined by Grantee in its sole discretion), or Grantee otherwise desires to not retain the IRU, Grantee shall have the right to abandon all or such portion of the IRU by ninety (90) days written notice to Grantor. In the case of abandonment, Grantee shall not be entitled to a refund of any of the IRU Fee paid or subject to further obligations, except for the payments of amounts due prior to such abandonment and the obligations set forth in Articles 10 and 17.

ARTICLE 6 - REQUIRED RIGHTS

6.01 Grantor represents and warrants that it will in good faith undertake all commercially reasonable efforts to obtain and maintain in full force during the Term all rights, licenses, permits, authorizations, rights-of-way, easements and other agreements which are necessary for Grantor to obtain in order to permit Grantor to construct, install and maintain the Grantor System in accordance with this Agreement (collectively, the "Required Rights"). Grantee represents and warrants that it will obtain, prior to the commencement of the Term, and maintain in full force and effect for and during the Term all rights, licenses, permits, authorizations, rights-of-way, easements, franchises and other approvals which are necessary for Grantee to obtain in order to permit Grantor to grant the IRU to Grantee and for Grantee to use the Grantee Fibers.

6.02 Grantee acknowledges that it has had an opportunity to inspect the documents which created the Required Rights. Grantor's use, access, and right to locate the Grantee Fibers shall be subject to the terms, limitations, conditions and reservations of the Required Rights, and subject to the terms under which the right of way is owned or held by the Licensors granting the Required Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. Grantor's obligations are also subject and subordinate to the terms, limitations, conditions and reservations of the Required Rights and prior right of the Licensors of the Required Rights to use the right of way for other business activities, including public road and railroad operations, communications uses, pipeline operations or any other utility purposes. To Grantor's knowledge, such terms, conditions, restrictions, easements, reversionary interests, bonds, mortgages, indentures, or other matters or prior rights, are not unreasonable, unusual, unduly burdensome. Grantor represents that the Required Rights are in full force and effect and that Grantor is not in default and no claim has been made by any Licensor or other holder of Required Rights of any breach or default by Grantor under the Required Rights. Except as expressly set forth herein, nothing herein shall be construed as to be a representation, warranty or covenant of Grantor's right, title or interest with respect to the right of way or the Required Rights.

ARTICLE 7 - ACCEPTANCE TESTING AND COMPLETION

7.01 Merit shall splice the Grantee Fibers according to industry standards. Upon the successful completion of splicing for Grantee Fibers identified in Schedule I or any subsequent Schedule I addendum, Merit shall provide written notice of same to Grantee (a "Completion Notice"). Grantee shall be deemed to have accepted a Completion Notice for the Grantee Fiber specifically identified in the Completion Notice, unless within fifteen (15) days of receipt of a Completion Notice the Grantee rejects the Completion Notice by delivery of written notice to Merit specifying a material failure of the Grantee Fibers to satisfy the requirements of this Agreement. Any failure by Grantee to timely reject a Completion Notice or any use of the Grantee Fibers by Grantee for any purpose other than testing shall be deemed to constitute acceptance for purposes of this Agreement and Grantee shall be deemed to have delivered a notice of acceptance upon such use or on the fifteenth day after failure to timely reject a Completion Notice.

7.02 Grantor shall provide Grantee "as built" drawings of Grantee's Fibers within thirty (30) days after Acceptance or from receipt by Grantor from its construction/engineering contractor(s) whichever is later.

ARTICLE 8 - IMPOSITIONS

8.01 Grantor and Grantee acknowledge and agree that it is their mutual objective and intent to minimize, to the extent feasible, the administrative expenses associated with the Impositions. The parties agree that they will cooperate with each other and coordinate their mutual efforts to achieve such objectives in accordance with the provisions of this Article.

8.02 To the extent that an Imposition is imposed only on the Grantee Fibers and not on the other portions of the Grantor System, due to Grantor's tax-exempt status or otherwise, then the Imposition shall be the sole responsibility of and paid solely by the Grantee. For limited example, except to the extent prohibited by applicable laws or regulations or to the extent Grantee has obtained an exemption therefore, Grantee shall separately file returns for and pay any and all ad valorem property taxes imposed on or assessed against all or any portion of the Grantee Fibers. In the event that applicable laws or regulations require Grantor to file returns for and pay any and all ad valorem property taxes imposed on or assessed against the Grantee Fibers, Grantor shall do so and Grantor shall be entitled to reimbursement from Grantee for the ad valorem property tax payments made respecting the Grantee Fibers.

ARTICLE 9 - USE OF GRANTOR SYSTEM

9.01 Grantee represents and warrants that it will use the Grantee Fibers and the IRU hereunder in compliance with all applicable government codes, ordinances, laws, rules and regulations.

9.02 If Schedule I or any subsequent Schedule I addendum states that the Grantee Fibers are subject to BTOP requirements, Grantee agrees to comply with and acknowledges the requirement to comply with all applicable BTOP requirements. The requirements are summarized in Schedule I. Unless a shorter time frame is imposed by the NTIA, the FCC or the BTOP requirements, within thirty (30) days after written notice of a violation of the BTOP requirements, Grantee shall cure the violation. Notwithstanding any other provision of this Agreement, Grantee agrees and acknowledges that the failure to timely cure a violation of the BTOP requirements will result in an immediate revocation and termination of this Agreement with respect to any of the Grantee Fibers subject to the BTOP requirements and the use of those Grantee Fibers will immediately revert back to the Grantor and upon such revocation and termination the Grantor will not be liable to the Grantee for any compensation, reimbursement, compensation or liability of any kind.

9.03 Subject to the provisions of this Agreement, Grantee may use the Grantee Fibers and the IRU for any lawful purpose. Grantee acknowledges and agrees that it has no right to use any fibers, other than the Grantee Fibers, included or incorporated in the Grantor System. Grantee shall keep any and all of the Grantor System free from any liens, rights or claims of any third party attributable to Grantee.

9.04 Grantee shall not use nor permit any other Persons to use the Grantee Fibers in a way which physically interferes in any way with or otherwise adversely affects the reasonable and customary use of Grantor System or the reasonable and customary use by any other Person of the Grantor System or any electronic or optronic equipment used by such Person in connection with the Grantor System. Grantor shall not use, nor permit any other Persons to use Grantor System in a way which physically interferes in any way with or otherwise adversely affects the reasonable and customary use of Grantee Fibers.

9.05 If Schedule I or any subsequent Schedule I addendum states that the Grantee Fibers are subject to BTOP requirements, Grantee acknowledges that the Grantee Fibers are subject to NTIA's undivided equitable reversionary interest, known as the Federal Interest, for its useful life. Grantee further acknowledges that this Agreement does not transfer to the Grantee legal title to the Grantee Fibers.

9.06 Grantor agrees and acknowledges that it has no right to use the Grantee Fibers during the Term, and that, from and after the Effective Date of the grant of the IRU, Grantor shall keep the Grantee Fibers free from (a) any liens of any third party attributable to Grantor except for any Covenant of Purpose, Use and Ownership of the NTIA, if applicable, and (b) any rights or claims of any third party attributable to Grantor. Grantor shall obtain from any entity in favor of which Grantor in its discretion shall have granted before the date hereof a security interest or lien on all or part of the Grantee Fibers and the IRU a written non-disturbance agreement substantially to the effect that such lienholder acknowledges Grantee's rights and interests in and to the Grantee Fibers, the Associated Property and this Agreement, and agrees that the same shall not be diminished, impaired or interfered with in any adverse respect by such lienholder.

9.07 Grantee and Grantor agree to cooperate with and support each other in complying with any requirements applicable to their respective rights and obligations hereunder by any Governmental Authority.

ARTICLE 10 - INDEMNIFICATION

10.01 Each Party will indemnify, save harmless and defend each other and all of Merit's Members, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to any actual or alleged (i) breach of this Agreement by the Indemnifying Party; or (ii) negligent or tortious act or omission to act of the Indemnifying Party. The Party will also indemnify, save harmless and defend the Indemnified Parties from Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims assert that the data content delivered by the Party via the Services constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of a third party.

10.02 Each Party shall promptly provide the other Party with notice of any claim which may result in an indemnification obligation hereunder. The indemnifying party may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.

10.03 Each Party expressly recognizes and agrees that its obligation to indemnify, defend, protect and save harmless the other Party is not a condition precedent to the continuing performance of such other Party's obligations, if any, hereunder.

ARTICLE 11 - LIMITATION OF LIABILITY

11.01 Notwithstanding any other provision of this Agreement to the contrary, neither Party shall be liable to the other Party for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform its respective obligations pursuant to this Agreement, including, but not limited to, loss of profits or revenue (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), or claims of end-users or customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims for which damages are hereby specifically waived. Nothing contained herein shall operate as a limitation on the right of either Party to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party; provided, however, that a Party shall not make any claim for indirect, special or consequential damages against any third party who, directly or through one or more parties, has a right of indemnification, impleader, cross-claim, contribution or other right of recovery against the other Party.

ARTICLE 12 - INSURANCE

12.01 During the term of this Agreement, Grantee shall obtain during the Term of this Agreement, not less than \$2,000,000.00 combined single limit liability insurance for personal injury and property damage.

12.02 Grantee shall be deemed to be in compliance with the provisions of this Article if it maintains an approved self-insurance program providing for retention of up to \$1,000,000.00. If Grantee provides the foregoing coverage on a claims made basis, such policy or policies shall be for at least a three (3) year extended reporting or discovery period.

12.03 Unless otherwise agreed, all insurance policies shall be obtained and maintained with companies rated A or better by Best's Key Rating Guide and Grantee shall, upon request, provide Grantor with an insurance certificate confirming compliance with the requirements of this Article.

12.04 Grantee shall obtain from the insurance company(ies) providing the coverage required by this Agreement, the permission of such insurers to allow Grantee to waive all rights of subrogation and Grantee does hereby waive all rights of said insurance companies to subrogation against Grantor, its affiliates, subsidiaries, assignees, officers, directors and employees.

12.05 In the event Grantee fails to maintain the required insurance coverage and a claim is made or suffered, Grantee shall indemnify and hold harmless Grantor from any and all claims for which the required insurance would have provided coverage.

ARTICLE 13 - FORCE MAJEURE

13.01 Grantor shall not be liable for any loss or damage suffered by the Grantee or its users, directly or indirectly, as a result of Grantor's failure to perform, or delay in performing, any of its obligations contained in this Agreement where such failure or delay is caused by circumstances beyond Grantor's control or which make performance commercially impracticable, each of which shall be deemed a "Force Majeure Event," including but not limited to, fire, flood, storm or other natural disaster, COVID-19 or other pandemics, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances, including manpower or supply chain disruptions caused by any of the above.

ARTICLE 14 - DEFAULT

14.01 If (i) Grantee makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy, other insolvency protection against Grantee is filed and not dismissed within 120 days; or (iii) Grantee fails to observe and perform any of its material obligations under the terms and provisions of this Agreement and such failure continues without cure for a period of thirty (30) days after written notice from Grantor (or if such failure is not susceptible of a cure within such thirty (30) day period, cure has not been commenced and diligently pursued thereafter to completion), then Grantor may take any or all of the following actions: If the default consists of a failure of Grantee to pay the IRU Fee, the Maintenance Fee or any other sums, costs, fees and expenses which are expressly provided to be paid by Grantee under this Agreement, Grantor may terminate this Agreement and the Term, in which event Grantor shall have no further duties or obligations hereunder, may retake permanent possession and use of all portions of the Grantor System as to which Grantee had acquired any right of use under this agreement, may remove any electronic, optronic or other equipment of Grantee that is connected to the Grantor System, and may, if Grantee does not make arrangements to take possession of such removed Grantee equipment within thirty (30) days, sell or otherwise dispose of the Grantee equipment in any manner. In the event of any other default hereunder, Grantor may, subject to Article 11, pursue any legal remedies it may have under applicable law or principles of equity relating to such default, including an action for damages, specific performance or injunctive relief.

14.02 If Grantee's breach of this Agreement physically interferes in any way with or otherwise adversely affects Grantor's System or the use by any other Person of the Grantor's System or any electronic or optronic equipment used by Grantor or other Person in connection with the Grantor's System, then Grantee will after notice from the Grantor have two (2) calendar days to cure its breach. Notwithstanding the above, Grantor may immediately take any and all actions to restore Grantor's System and Grantee shall pay Grantor all of its reasonable costs to restore Grantor's system. If Grantee's breach: (a) was the result of willful, wanton and reckless actions or the gross negligence of the Grantee, its employees or contractors, or (b) was not cured within two-days of the notice, then Grantor may declare a default by the Grantee and terminate the IRU for the Grantee Fibers that are described in the Schedule I or a Schedule I addendum which with caused the interference with or adversely affected the use of Grantor's System and Grantee shall not be entitled to a refund of any of the IRU Fee paid.

14.03 If Grantor's breach of this Agreement physically interferes in any way with or otherwise adversely affects Grantee's system, then Grantor will after notice from the Grantee have two (2) calendar days to cure its breach.

ARTICLE 15 - ASSIGNMENT

15.01 Grantor may assign, encumber or otherwise transfer this Agreement or any of its rights and interests therein to any other Person at any time; provided that Grantor shall not be released from its obligations to Grantee hereunder. Grantor may also sell, transfer, lease, license, grant indefeasible rights of use and enter into similar agreements or arrangements with other Persons respecting any fibers and conduit constituting a part of the Grantor System, other than with respect to the Grantee Fibers.

15.02 Grantee may not assign, encumber or otherwise transfer this Agreement or any of its rights and interests therein to any other Person without the prior written consent of Grantor, which shall not be unreasonably withheld, conditioned or delayed.

15.03 Notwithstanding the prior provisions of Article 15, either party shall have the right, with the prior written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed, to transfer the Agreement to any Person that controls, is under the control of, or is under common control with the assigning party, or any Person into which such party may be merged, consolidated, reorganized or to which all or substantially all of its assets may be sold subject to the other party's rights under this Agreement and any assignee or transferee shall continue to perform the assigning or transferring party's obligations under this Agreement.

15.04 This Agreement and each of the parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective permitted successors and assigns.

ARTICLE 16 - REPRESENTATIONS AND WARRANTIES

16.01 Each party represents and warrants that: (i) it has the full right and authority to enter into, execute and deliver this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and (iv) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal governmental agency, court or body.

16.02 Grantee acknowledges and agrees that Grantee's sole rights and remedies with respect to any defect in or failure of the Grantee Fibers to perform in accordance with the applicable vendor's, contractor's or manufacturer's specifications with respect to the Grantee Fibers, other than a defect or failure resulting from a fiber cut or Grantor's operations and maintenance of the Grantor System or except where such defect or failure is caused by the negligent acts or omissions of Grantor, shall be limited to the particular vendor's, contractor's or manufacturer's warranty. Grantor will assign to Grantee all warranties that pertain to the Grantee Fibers, to the extent that they are assignable. If a warranty is not assignable, Grantor shall undertake commercially reasonable efforts to obtain such maintenance, repair, replacement or other remedial actions by vendors, contractors or manufacturers as may be called for under the terms of any such warranty.

16.03 EXCEPT AS SET FORTH IN THE FOREGOING SECTIONS 16.01, GRANTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE GRANTEE FIBERS OR THE GRANTOR SYSTEM, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE 17 - CONFIDENTIALITY

17.01 Grantor and Grantee hereby agree that the contents of this Agreement constitute confidential and proprietary information. Except as is expressly permitted under this Article 17, neither party shall disclose any of the contents of this Agreement to any other Person without the prior written consent of the other party. Grantor and Grantee further agree that, in addition to maintaining the confidentiality of the contents of this Agreement, if either party provides any other confidential or proprietary information to the other party (the contents of this Agreement and any other confidential or proprietary information are hereafter collectively referred to as the "Proprietary Information"), all such Proprietary Information shall be held in confidence, and the receiving party shall afford such Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall be not less than reasonable care) in order to avoid disclosure to or unauthorized use by any third party. The parties acknowledge and agree that all information disclosed by either party to the other in connection with or pursuant to this Agreement shall be deemed to be Proprietary Information, provided that verbal information is indicated as being confidential or proprietary when given and promptly confirmed in writing as such thereafter. All Proprietary Information, unless otherwise specified in writing, shall remain the property of the disclosing party, shall be used by the receiving party only for the intended purpose, and such written Proprietary Information, including all copies thereof, shall be returned to the disclosing party or destroyed after the receiving party's need for it has expired or upon the request of the disclosing party. Proprietary Information shall not be reproduced except to the extent necessary to accomplish the purpose and intent of this Agreement, or as otherwise may be permitted in writing by the disclosing party.

17.02 The foregoing provisions of Section 17.01 shall not apply to any Proprietary Information which (i) becomes publicly available other than through the disclosing party; (ii) is required to be disclosed by a governmental or judicial law, order, rule or regulation; (iii) is independently developed by the receiving party; or (iv) becomes available to the receiving party without restriction from a third party.

17.03 Notwithstanding Sections 17.01 and 17.02 either party may disclose Proprietary Information to its employees, agents, lenders, funding partners and legal and financial advisors and providers to the extent necessary or appropriate in connection with the negotiation and/or performance of this Agreement or in obtaining financing, provided that each such party is notified of the confidential and proprietary nature of such Proprietary Information and is subject to and agrees to be bound by the same restrictions on its use and disclosure.

17.04 Neither party shall issue any public announcement or press release relating to the execution of this Agreement without the prior approval of the other party, which approval shall not be unreasonably withheld.

17.05 In the event either party shall be required to disclose all or any part of this Agreement in, or attach all or any part of this Agreement to, any regulatory filing or statement, each party agrees to discuss and work cooperatively, in good faith, with the other party, to protect, to the extent possible, those items or matters which the other party deems confidential and which may, in accordance with applicable laws, be deleted therefrom and/or otherwise maintained in confidential status.

17.06 The provisions of this Article shall survive the termination of this Agreement for two years.

ARTICLE 18 - MAINTENANCE

18.01 Grantor will perform or cause to be performed the maintenance and repair of the Cable, including the Grantee Fibers on the Network Side of the Demarcation Point and Associated Property. Grantor may enter into necessary contract(s) with fiber maintenance contractors and others to perform these duties. Grantee shall not have any right and shall not perform any activity on the Network Side of the Demarcation Point.

18.02 Grantee will pay an annual Maintenance Fee set forth on the attached pricing proposal, in advance, and on a timely basis. The annual Maintenance Fee payment shall be due on the start of the Initial Term and each 12-month period thereafter.

18.03 Grantor will perform or cause to be performed all routine and ordinary maintenance, non-emergency unscheduled maintenance and emergency unscheduled maintenance and repair. Routine and ordinary maintenance shall consist of but not necessarily be limited to pole owners' transfer and reroute requests, structure rehabilitation, fiber repair and replacement, underground relocation requests, road projects, house moves, and other routine maintenance items. Non-emergency unscheduled maintenance consists of any potential service-affecting situation following the Acceptance Date with respect to the Grantee Fibers that is reasonably likely to result at some point in the future in any failure, interruption or impairment in the operation of the Cable, including the Grantee Fibers on the Network Side, that is not covered by routine and ordinary maintenance. Emergency unscheduled maintenance consists of responses, following the Acceptance Date with respect to the Grantee Fibers, to alarm identification, notification of any failure, interruption or impairment in the operation of the Cable, including the Grantee Fibers on the Network Side, or any event or circumstances imminently likely to cause the failure, interruption or impairment in the operation of the Cable, including the Grantee Fibers on the Network Side. All maintenance shall be performed and executed in a customary and workmanlike manner by qualified personnel and consistent with industry accepted standards and in compliance with applicable codes and ordinances.

18.04 As part of routine and ordinary maintenance, Grantor shall ensure that a patrol inspection of the Cable occurs on an annual basis throughout the term of this Agreement. The patrol inspection shall consist of a visual inspection of the aerial portion of the Cable and for any underground portion of the Cable the patrol inspection shall inspect for disturbances, changes in surface structures in the area of the underground fiber, pull boxes or building entrance areas. During the patrol inspection, specific attention shall be given to the ownership identification markings.

18.05 As part of routine and ordinary maintenance, Grantor shall also manage the contact with MISS DIG or the "call before you dig" registration organization. Grantor will register with MISS DIG the existing location of the Cable and any modification to the location of any portion of the Cable. Grantor or a maintenance contractor will participate in the marking of facilities as necessary.

18.06 For unscheduled emergency maintenance, Grantor shall maintain personnel and or contractors available twenty-four hours a day, seven days a week, and three hundred sixty-five days a year (24/7/365) for emergency restoration of the Cable, including the Grantee Fibers on the Network Side of the Demarcation Point. Grantee shall contact Grantor through the Grantor emergency call list with respect to the need for unscheduled emergency maintenance. Subject to delay caused by weather, traffic, road conditions and other Force Majeure events, Grantor shall dispatch its crew or its contractors crew to be on-site within 4 hours to begin emergency restoration. Grantor shall use commercially reasonable efforts to complete any unscheduled emergency maintenance within four (4) hours after repair personnel arrive at the problem site. In order to accomplish such objective, it is acknowledged that the repairs so affected may be temporary in nature. In such event, promptly after completion of any such unscheduled emergency maintenance, Grantor will commence its planning for permanent repair within an appropriate time thereafter. Splicing of fibers in an unscheduled emergency or non-emergency maintenance shall, except as otherwise required by law, be performed without discrimination in favor of the strands of Grantee, Grantor or any third party. Grantor shall use commercially reasonable efforts to complete any non-emergency unscheduled maintenance within thirty (30) days after becoming aware of the need for same. Grantee acknowledges that Grantor's access to the facilities covered by Required Rights may be subject to the terms and conditions of the Required Rights.

18.07 Grantor shall use its reasonable efforts to repair any failure, interruption or impairment in the operation of the Cable, including Grantee Fibers on the Network Side of the Demarcation Point. Grantor may require, and Grantee shall arrange for, access to Grantee termination panels to accurately and effectively locate any fiber breaks. Grantee shall provide an after-hour contact list of its employees available to assist Grantor on matters such as building and termination panel access. Coordination is critical for timely repairs of network outages, and Grantee's failure to provide access, as needed, may result in an extension of the repair time. Grantor shall maintain an inventory of materials and equipment necessary to respond to emergency maintenance requests. Grantor reserves the right to make temporary repairs as necessary to promptly restore service to Grantee. Permanent restoration shall be the priority method of repair, unless due to field conditions reasonably beyond the control of Grantor it is not practical.

18.08 In an effort to minimize the impact on the Grantor's and Grantee's business, scheduled service-affecting maintenance will be performed and conducted during a 12 a.m. to 6 a.m. window. If maintenance related issues arise that prevent maintenance teams from completing the maintenance by 6 a.m., then the completion of the maintenance may continue to occur beyond 6 a.m. or will be rescheduled. Grantor will notify the Grantee ten (10) business days prior to any routinely-scheduled service-affecting maintenance.

18.09 Grantor will be responsible to pay for repairs, pole rentals, right of way, compliance relocations "Miss Dig" tickets and other fees and services pertaining to fiber maintenance.

18.10 Grantee is responsible for reporting to Grantor in a timely manner any interruptions or problems with respect to the Grantee Fibers. Grantee will provide Grantor with access to test points to the Grantee Fibers for testing, maintenance and repairs.

18.11 Whenever unscheduled emergency maintenance is required, as soon as Grantor determines that its personnel or contractors will not be able to complete a temporary repair within 24 hours after being notified of the service affecting conditions and the delay in completing the temporary repair is due to the lack of personnel or contractors or needed materials, then Grantor will immediately contact Grantee to identify a reasonable alternative action plan, if any, to address the needed temporary repair. Grantor and Grantee will cooperate to determine the necessary scope of and manner of the work and the charges to be imposed for the work to the extent the foregoing are known or reasonably attainable at the time. In all events and circumstances, Grantor will control and manage the unscheduled emergency maintenance work, whether the work is done by its personnel or contractors or by an alternative contractor, who shall be retained by the Grantor. For the purpose of this paragraph the alternative contractor may include the Grantee. Any alternative contractors must, at a minimum, be pre-approved by Grantor, have provided to Grantor proof of all required insurances and agree to perform all work in a good and workmanlike manner. A representative of Grantor shall be provided a reasonable opportunity to be present and observe the work performed. Grantor shall use its reasonable efforts to obtain adequate access to the physical location(s) where Grantee's Fibers are located, for the purpose of permitting the needed unscheduled emergency maintenance work. Upon completion of any unscheduled emergency maintenance work, Grantor shall pay the alternative contractor pursuant to its separate agreement with the alternative contractor. In no event, shall the Grantor pay more than the reasonable costs incurred for the performance of the unscheduled emergency maintenance work.

18.12 Grantee must promptly notify Grantor of any services, delivered using the Grantee Fibers that are enrolled in the federal Telecommunications Service Priority (TSP) program administered by the U.S. Department of Homeland Security (DHS) National Communications System (NCS) and Federal Communications Commission (FCC).

ARTICLE 19 - FIBER ACCESS

19.01 Grantee may only access Grantee Fibers as set forth in Schedule I or any subsequent Schedule I addendum, provided further that Grantee's access shall not be in violation of any applicable laws, regulations, or otherwise adversely affect the Grantor System and as sound engineering permits.

19.02 Grantee shall be responsible for its own engineering, permitting, easements, design deployment and maintenance expense, for its own infrastructure on the Grantee Side of the Demarcation Point (including but not limited to laterals, equipment, its own splice case, pole attachments and make ready) that is connected to the splice case. Grantor shall have the right to review construction and make ready records, permits, engineering, and insurance on the portion of infrastructure that is immediately connected to the splice case for the purposes of granting access to the splice case. The permitting and engineering for the portion of the Grantee's infrastructure that intersects and connects to the Grantor System shall be made available to Grantor in electronic format. The request by Grantee to add an additional splice case will be processed and completed within fifteen (15) business days, however, the timing may be increased or request denied due to engineering constraints, hazards or impediments that prevent the work from proceeding, or other conditions outside the control of Grantor. While the cost and payment responsibility will be the obligation of the Grantee, Grantor will be responsible for hiring the vendor and directing the work.

19.03 Grantee may not perform mid-span splicing or any other activity relating to the Grantee Fibers on the Network Side of the Demarcation Point. Grantee may submit a written request for mid-span splicing to be performed by Grantor. Approval of a mid-span splicing request is at Grantor's sole discretion; however, approval will not be unreasonably withheld if Grantee's mid-span splicing proposal meets sound engineering standards. If approved, all costs including but not limited to engineering, materials and installation will be borne by the Grantee, but the work will be performed by Grantor or its contractor.

19.04 Grantor is solely responsible for and will control all splice case work associated with Grantee Fibers. All splicing shall be done in full accordance with the Grantor's guidelines and specifications as may be established by Grantor. All work will be done by Grantor or its assigned contractors. Any damages that are caused by unauthorized action may be removed or repaired at the cost of the party causing such damages. Grantee will be responsible for Grantor's entire cost to initiate service to the Grantee Fibers, including splicing costs and the cost estimated by Grantor must be paid to Grantor in advance and Grantor will invoice Grantee for any additional cost which exceeds the estimated cost and shall be paid by the Grantee within 30 days of the invoice.

ARTICLE 20 - ENTIRE AGREEMENT; AMENDMENT

20.01 This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements relating to the subject matter of this Agreement, which are of no further force or effect. The Exhibits and Schedules referred to in this Agreement are integral parts of this Agreement and are made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

ARTICLE 21 - RELATIONSHIP OF THE PARTIES

21.01 The relationship between Grantee and Grantor shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including but not limited to federal income tax purposes. Neither Grantee nor Grantor shall (1) assert to any Person that they are on the same network as each other, and (2) use the other's name, insignias or trademarks in any marketing activity.

ARTICLE 22 - COUNTERPARTS

22.01 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

ARTICLE 23 - CONSTRUCTION AND INTERPRETATION OF AGREEMENT

23.01 The language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties acknowledge and agree that this Agreement has been negotiated by the parties and has been the subject of arm's length and careful negotiation, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against either party.

ARTICLE 24 - ENFORCEMENT

24.01 If any term or provision of this Agreement, the deletion of which would not materially adversely affect the receipt of any material benefit by either party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties to this Agreement, and the parties hereto agree, that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, the court shall supply as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

ARTICLE 25 - DISPUTE RESOLUTION

25.01 If the parties are unable to resolve any dispute arising under or relating to this Agreement, the parties shall resolve such disagreement or dispute as follows:

- (i) Either party may refer the matter to management-level representatives of the parties by written notice to the other party (the "Dispute Notice"). Within fifteen (15) days after delivery of the Dispute Notice such representatives of both parties shall meet at a mutually acceptable time and place to exchange all relevant information in an attempt to resolve the dispute.
- (ii) If the matter has not been resolved within thirty (30) days after delivery of the Dispute Notice, or if such officers or upper management fail to meet within fifteen (15) days after delivery of such Dispute Notice, either party may initiate mediation in accordance with the procedures set forth in (iii) below. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.
- (iii) If such representatives are unable to resolve the dispute or have failed to meet, the parties agree to participate in a non-binding mediation procedure as follows: (A) a mediator will be selected by having counsel for each party agree on a single person to act as mediator. The parties' counsel, as well as up to three (3) representatives of each of the parties, will appear before the mediator at a time and place determined by the mediator, but not more than sixty (60) days after delivery of the Dispute Notice. The fees of the mediator and other costs of the mediation will be shared equally by the parties. (B) Each party will present a review of the matter and its position with respect to such matter. At the conclusion of both presentations the parties may ask questions of each other. Either party may abandon the mediation procedure at the end of the presentation and question periods.

(iv) If the matter is not resolved after applying the non-binding mediation procedure set forth above, or if either party refuses to take part in the mediation process, the parties may, but are not required to, mutually initiate binding arbitration proceedings to resolve their dispute. Any such arbitration proceedings shall take place in Ann Arbor, Michigan in accordance with the Commercial Arbitration Rules and Procedures of the American Arbitration Association ("Arbitration Rules"), as amended by this Agreement. The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. The parties agree that this provision and the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. §1-16 ("USAA"), the provisions of this Agreement. The parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. The arbitrator's decision shall follow the plain meaning of relevant documents, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction.

25.02 A party may seek injunctive relief to prevent irreparable harm pending the dispute resolution process above in a federal or state court having geographical jurisdiction over Washtenaw County, Michigan.

ARTICLE 26 - TAXES

26.01 Grantee shall be responsible for payment of any and all existing or future sales, service, use, or gross receipts taxes levied upon the sums paid by Grantee to Grantor under this Agreement.

ARTICLE 27 - NOTICES

All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by another form of written notification which is capable of providing proof of delivery, sent by prepaid overnight air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, or by email addressed as follows:

IF TO GRANTOR:

Merit Network, Inc.
880 Technology Drive, Suite B
Ann Arbor, MI 48108-8963
reedka@merit.edu
Attn: Kathy Micheli, CFO

with copies to:

Merit Network, Inc.
880 Technology Drive, Suite B
Ann Arbor, MI 48108-8963
msc@merit.edu
Attn: MSC

IF TO GRANTEE:

Contact Name: _____

Grantee Name: _____

Street Address: _____

City, State, Zipcode: _____

Contact Email: _____

with copies to:

Attn: _____

Grantee Name: _____

Street Address: _____

City, State, Zipcode: _____

Notice Email: _____

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing. Any such communication shall be deemed to have been given when delivered if delivered personally, on the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the business day after dispatch if sent by overnight air courier, or on the third business day after posting if sent by mail.

ARTICLE 28 - GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan without reference to its choice of law principles.

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

____ (Optional) Please do not include my organization's name or likeness in Merit Network's marketing or advertising campaigns or materials.

SCHEDULE I

MERIT'S SYSTEM

Merit Network operates a fiber optic network that runs throughout the State of Michigan. Merit has mainline fibers running from Big Rapids, MI to Luther, MI. Merit will extend its lateral from its the Osceola County Courthouse in Reed City, MI to the Board of Commissioners, Ambulance Service, and CHDHD in Reed City, Michigan..

CABLE

Merit's Lateral from the Osceola County Courthouse in Reed City, MI to the Board of Commissioners, Emergency, and Ambulance Service in Reed City, Michigan.

IRU FIBERS

8 single-mode fiber-optic cable filaments (fibers #'s TBD, _____ buffer tube), from mainline splice case to splice case end point as designated in IRU Access Points.

GRANTEE FIBERS SUBJECT TO BTOP REQUIREMENTS

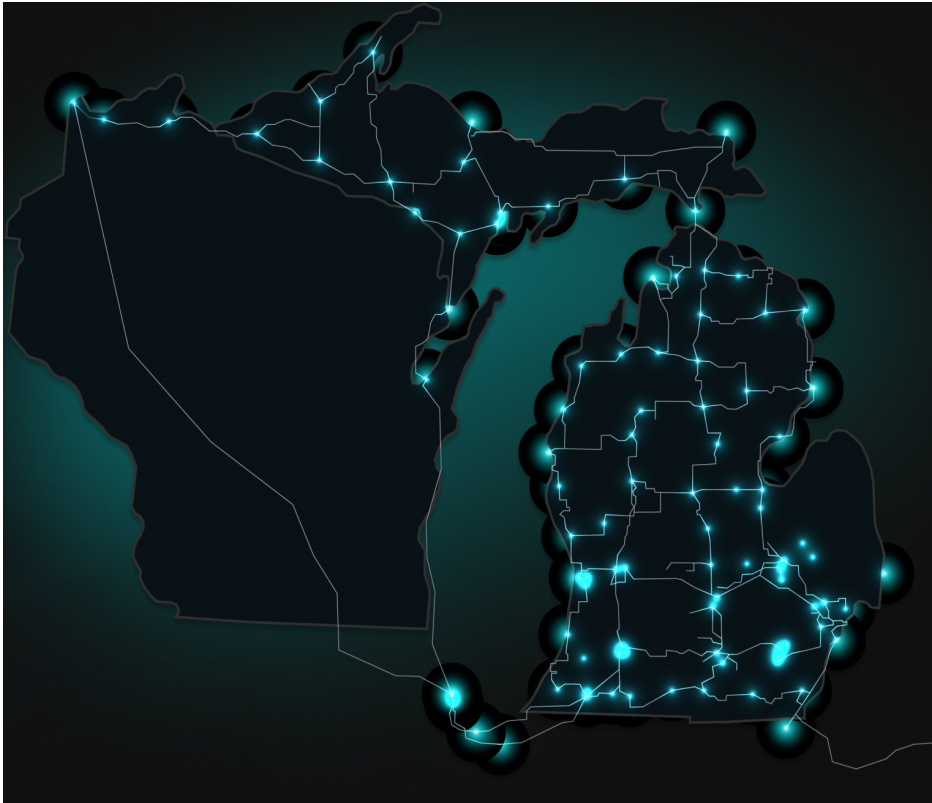
Yes (see BTOP Use and Nondiscrimination and Interconnection Requirements)

GRANTEE ACCESS

Access to the IRU Fibers is allowed along the path between the points indicated above based on existing splice cases, slack loop locations and prudent engineering.

IRU ACCESS POINTS

The fiber route begins at at the County Building at Lat. (43.875661613430566, Long -85.51453692991026), extending to the BOC Offices at Lat (43.87622186840629, Long -85.52172771527815), extending to County Emergency at Lat. (43.87622186840629, Long - 85.52172771527815), and ends at ending at the County Ambulance at Lat (43.87903605643495, Long -85.52257547209955).



Merit Network Proposal

Merit Internet Service - Additional Attachment - 5 Year Term

7/2/2024

Prepared For: Jon-Thomas Burgess

Osceola County
301 West Upton Avenue
Reed City MI 49677-1149
United States
P: 231-832-5572
E: oscit@osceolacountymi.com

Quote Information

SA#: 20240610-DED-37511-AMF-1
Q#: 61
Quoted: 7/2/2024
Expiration: 9/30/2024

Prepared By: Keason Sanvordenker

Merit Network, Inc.
880 Technology Drive, Suite B
Ann Arbor, MI 48108
P: 734-476-2316
E: skeason@merit.edu

Within This Proposal

- Cover Page
- Cover Letter
- Service Specifications
- Service Quote
- Billing Details and Signature Page
- Solution Design

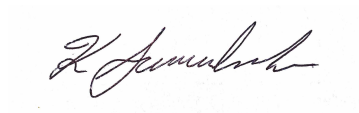
On a Personal Note

Merit Network is a non-profit membership organization committed to providing its members with the highest quality of service. We are committed to providing scalable, adaptable, and dependable solutions to our Members to help them achieve their strategic goals. We foster a collaborative community of organizations like yours to share knowledge and resources to accomplish local or like-minded projects. Merit Members can achieve far more together than they can on their own, which makes their organizations stronger - allowing them to focus on their core competencies and missions.

I will follow up with you to arrange a meeting with you and any of your technical staff to discuss the enclosed proposal and answer any questions you may have. Please contact me if you have any questions or need additional information. For more information about Merit, please refer to the enclosed materials or visit our website at www.merit.edu.

Thank you for your interest in and support of Merit Network.

Sincerely,



Service Specifications

With Merit Internet, you'll receive the fastest, most reliable connection available with flexible pricing options and burstable bandwidth at speeds up to 100Gbps. Merit's fiber infrastructure provides upload speeds equal to download speeds and provides optional redundant connections to ensure the reliability of your connection. As our community's trusted internet service provider, Merit is strongly committed to our Members' privacy. We will never sell your personal information or data to third parties for their advertising or marketing purposes. All internet services can be bundled with Merit Security Services, such as Managed Firewall, DDoS protection and Community CISO consulting services. Merit is also the only provider in Michigan with access to the Internet2 national highspeed research and education network backbone, and serves as a conduit to Internet2's many working groups and initiatives for Michigan institutions. Merit Internet customers become Merit Members, and with Merit Membership comes a host of benefits including Merit Professional Development discounts on courses and events, access to our Communities of Practice and more. Merit Internet Service features:

- High performance with network redundancy
- Uptime and quality of service are unmatched in Michigan
- Caching and national peering relationships improve your performance and experience
- Includes IPv4 and IPv6 addressing, as well as full BGP support

Merit Internet Service - Additional Attachment - 5 Year Term

Service Items	Amount
Setup & Installation	\$500.00
Network Access	\$1,950.00
Network Access - Discount	(\$1,200.00)
Dedicated Additional Attachment @ Osceola County Ambulance	\$1,500.00
Non-Recurring Total	\$500.00
Annual Recurring Total	\$2,850.00

Should you choose to proceed with the Service(s) included in this proposal, please provide the following details:

- Billing Contact Name: _____
- Billing Contact Phone and Email: _____
- Billing Cycle Date: July 1 ____, January 1 ____, October 1 ____, or Other _____
- Billing Frequency: Annual ____, Semi-annual ____, Quarterly ____, or Monthly ____ (Non-annual invoice = \$25 ea.)

Your signature below constitutes your agreement to purchase the Service(s) outlined in this proposal, the associated pricing, and the terms and conditions included in the proposal.

Merit Network, Inc.

Osceola County

Signature: 

Signature: _____

Name: Keason Sanvordenker

Name: _____

Title: Community Engagement Manager

Title: _____

Date: 7/2/2024

Date: _____

SOLUTION DESIGN

Proposed Solution Description

- Merit will engineer, permit, construct, and maintain a new fiber-optic cable from Osceola County Ambulance's location to a splice point on Merit's backbone network. This new fiber-optic cable will be inserted into the CWDM path on Merit's backbone during a maintenance window. Merit will configure, install, and manage Merit-owned layer 3 equipment at Osceola County Ambulance's location to provide an end-to-end managed connection. Service will be provided at layer 3 with standard routing protocols and Merit-assigned IP address space. Osceola County Ambulance is responsible for their own encryption and layer 2 tagging.

ADDITIONAL DETAILS

Bursting

- Consortium/WAN Pricing - Under Merit Network, Inc.'s Consortium/WAN Pricing Model, one or more related organizations may aggregate traffic from multiple physical locations using multiple circuits for consolidated pricing. However, the entities must have an existing legal or purchasing relationship and management structure and one member of the consortium is designated the lead organization. Only the lead organization is permitted to contact Merit regarding service issues and support. For an additional "Consortium Dedicated Internet Service" fee, individual consortium members may have direct contact with Merit. The lead member must accept billing responsibility for the full contracted amount and will be responsible for the total amount due and for determining any chargebacks to the individual Consortium/WAN members. Traffic for all Consortia/WAN members are aggregated each month and billed as follows:

Bandwidth is measured by the "average peak" bandwidth usage, defined as the maximum bandwidth used in successive traffic samples taken over 30 minutes on two consecutive days in a month. Affiliate pays for the minimum bandwidth specified by the Contracted Bandwidth Fee, plus any additional charge for actual peak bandwidth used each month. The additional charge is calculated as the difference between the specified bandwidth fee and the fee for the peak bandwidth used that month. If Affiliate uses more than the base amount in three consecutive months, the highest amount used in each of those months would become the new base.

Pricing Guarantee

- The pricing provided in this proposal is valid through the Expiration Date unless rescinded by Merit.

Agreement Term

- This agreement begins on the date that service is implemented (TBD) and will be coterminous with the main.

General Information

- This quote is contingent upon the signed agreement and implementation of Merit Internet Service SA# 20240620-DED-37511-AMF-1 and Merit IRU Service SA# 20240610-IRU-37511-AMF-1.



Merit Network Proposal

Merit Internet Service - 5 Year Term (Includes Amortized IRU Build)

7/3/2024

Prepared For: Jon-Thomas Burgess

Osceola County
301 West Upton Avenue
Reed City MI 49677-1149
United States
P: 231-832-5572
E: oscit@osceolacountymi.com

Quote Information

SA#: 20240620-DED-37511-AMF-1
Q#: 64
Quoted: 7/3/2024
Expiration: 10/1/2024

Prepared By: Keason Sanvordenker

Merit Network, Inc.
880 Technology Drive, Suite B
Ann Arbor, MI 48108
P: 734-476-2316
E: skeason@merit.edu

Within This Proposal

- Cover Page
- Cover Letter
- Service Specifications
- Service Quote
- Billing Details and Signature Page
- Service Agreement

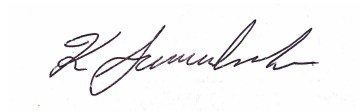
On a Personal Note

Merit Network is a non-profit membership organization committed to providing its members with the highest quality of service. We are committed to providing scalable, adaptable, and dependable solutions to our Members to help them achieve their strategic goals. We foster a collaborative community of organizations like yours to share knowledge and resources to accomplish local or like-minded projects. Merit Members can achieve far more together than they can on their own, which makes their organizations stronger - allowing them to focus on their core competencies and missions.

I will follow up with you to arrange a meeting with you and any of your technical staff to discuss the enclosed proposal and answer any questions you may have. Please contact me if you have any questions or need additional information. For more information about Merit, please refer to the enclosed materials or visit our website at www.merit.edu.

Thank you for your interest in and support of Merit Network.

Sincerely,



Service Specifications

With Merit Internet, you'll receive the fastest, most reliable connection available with flexible pricing options and burstable bandwidth at speeds up to 100Gbps. Merit's fiber infrastructure provides upload speeds equal to download speeds and provides optional redundant connections to ensure the reliability of your connection. As our community's trusted internet service provider, Merit is strongly committed to our Members' privacy. We will never sell your personal information or data to third parties for their advertising or marketing purposes. All internet services can be bundled with Merit Security Services, such as Managed Firewall, DDoS protection and Community CISO consulting services. Merit is also the only provider in Michigan with access to the Internet2 national highspeed research and education network backbone, and serves as a conduit to Internet2's many working groups and initiatives for Michigan institutions. Merit Internet customers become Merit Members, and with Merit Membership comes a host of benefits including Merit Professional Development discounts on courses and events, access to our Communities of Practice and more. Merit Internet Service features:

- High performance with network redundancy
- Uptime and quality of service are unmatched in Michigan
- Caching and national peering relationships improve your performance and experience
- Includes IPv4 and IPv6 addressing, as well as full BGP support

Merit Internet Service - 5 Year Term (Includes Amortized IRU Build)

Service Items	Amount
Setup & Installation (IRU Build)	\$750.00
Network Access	\$2,250.00
Network Access - Discount	(\$1,200.00)
110 Mbps Contracted Bandwidth with 1 Gbps Fiber Connection	\$7,128.00
Amortized IRU Build	\$27,412.00
Non-Recurring Total	\$750.00
Annual Recurring Total	\$36,790.00

Should you choose to proceed with the Service(s) included in this proposal, please provide the following details:

- Billing Contact Name: _____
- Billing Contact Phone and Email: _____
- Billing Cycle Date: July 1 ____, January 1 ____, October 1 ____, or Other _____
- Billing Frequency: Annual ____, Semi-annual ____, Quarterly ____, or Monthly ____ (Non-annual invoice = \$25 ea.)

Your signature below constitutes your agreement to purchase the Service(s) outlined in this proposal, the associated pricing, and the terms and conditions included in the proposal.

Merit Network, Inc.

Osceola County

Signature:  _____

Signature: _____

Name: Keason Sanvordenker _____

Name: _____

Title: Community Engagement Manager _____

Title: _____

Date: 7/3/2024 _____

Date: _____

ADDITIONAL DETAILS

Bursting

- Consortium/WAN Pricing - Under Merit Network, Inc.'s Consortium/WAN Pricing Model, one or more related organizations may aggregate traffic from multiple physical locations using multiple circuits for consolidated pricing. However, the entities must have an existing legal or purchasing relationship and management structure and one member of the consortium is designated the lead organization. Only the lead organization is permitted to contact Merit regarding service issues and support. For an additional "Consortium Dedicated Internet Service" fee, individual consortium members may have direct contact with Merit. The lead member must accept billing responsibility for the full contracted amount and will be responsible for the total amount due and for determining any chargebacks to the individual Consortium/WAN members. Traffic for all Consortia/WAN members are aggregated each month and billed as follows:

Bandwidth is measured by the "average peak" bandwidth usage, defined as the maximum bandwidth used in successive traffic samples taken over 30 minutes on two consecutive days in a month. Affiliate pays for the minimum bandwidth specified by the Contracted Bandwidth Fee, plus any additional charge for actual peak bandwidth used each month. The additional charge is calculated as the difference between the specified bandwidth fee and the fee for the peak bandwidth used that month. If Affiliate uses more than the base amount in three consecutive months, the highest amount used in each of those months would become the new base.

DDoS Mitigation

- Should you request Merit to mitigate a DDoS attack, a one-time emergency mitigation fee of \$5,000 will be incurred.

Service Provisioning Fees

- The Annual Access Fee included above includes the cost of the service provisioning. This fee does not include estimated or actual make-ready costs. Member is responsible for actual service provisioning fees.

Pricing Guarantee

- The pricing provided in this proposal is valid through the Expiration Date unless rescinded by Merit.

Agreement Term

- This agreement begins on the date that service is implemented (TBD) and expires at the end of the term quoted.

General Information

- The amortized IRU build in this agreement is in conjunction with signed Agreement for Osceola County Ambulance and the IRU agreement.
- At the end of this agreement, the IRU Lateral build will be paid in full.

SERVICE AGREEMENT

Service Agreement # 20240620-DED-37511-AMF-1

This Service Agreement (collectively with each Service Schedule, as defined below, the "Agreement"), is made by and between Merit Network, Inc. ("Merit") and Osceola County ("Member").

1. Background

Merit is a non-profit corporation, governed by Michigan's four-year publicly supported universities, operating a statewide computer network providing links to external networks.

2. Services Provided

(a) *General.* Merit will provide to Member the Internet access services, optional fee-services, and other mutually agreed-upon services (collectively, the "Services") set forth below or in a specific Service Order Form (each a "Service Agreement") which may be executed from time-to-time by Merit and Member setting forth additional services, all of which shall be subject to the terms and provisions of this Agreement.

(b) *Network Access.* Merit will provide to Member Internet access and other services as defined in the Schedule(s) referenced in Section 3.

(c) *Installation.* Merit will provide, at Member's expense, the labor, equipment, and other materials necessary to provide network access. This includes the equipment at both ends of the connection, the circuit used (if applicable), and related materials, parts and labor. Member shall pay a service charge for the equipment, the cost of the circuit and any Merit and telephone company installation fees (if applicable), associated with the installation. All equipment supplied by Merit will remain the property of Merit. Member shall be responsible for all internal networking, host computers to be attached to the network, and any associated software. Member shall also be responsible for the cost of any software upgrades to Member owned equipment, which may be specified by Merit which is required in order to effectuate the network attachment. In addition, if applicable to Member's choice of connection, Member shall provide a voice-grade phone line that will be connected to diagnostic equipment supplied by Merit, attached to the router for diagnostic purposes. Member may have the option to select an alternate installation option for a reduced fee. If option is selected, Merit will configure all equipment and ship it to the Member. Member will then be responsible for installation of equipment at their location.

(d) *Service and Support.* Payment of the annual Member fee shall entitle Member to participate in the service and support offered by Merit from time-to-time to other Merit Members. This service and support will include software and firmware upgrades required to maintain compatibility with the equipment and software used in the Merit backbone. It does not include optional equipment or software upgrades offered by Merit which are intended to add new features or provide increased performance. Those upgrades will be provided at Member's expense upon request and pursuant to a separate written Service Agreement. It also does not include the replacement of equipment previously installed by Merit at Member's site that is no longer supported by the manufacturer or which has reached the end of its useful life. If requested to support a service or feature upgrade, that equipment will be replaced by Merit, but at Member's expense. Member's Internet access may exceed the provisioned and contractual bandwidth limit ("Bursting") by up to 50% (as capacity allows) - this will result in additional Bursting fees.

Support levels offered as follows:

- i) 1st level support provided 24x7x365 and includes basic troubleshooting and proactive monitoring.
- ii) 2nd level support available between 8:00 a.m. and 5:00 p.m. Eastern Time (ET), Monday through Friday, except holidays, and includes advanced troubleshooting and resolution of most hardware, software, and network issues.
- iii) 3rd level support will be engaged by Merit staff to resolve/escalate issues.

(e) *Maintenance.* Merit is responsible for the operation and maintenance of its backbone and server facilities. Member is responsible for the operation and maintenance of its local area networks, computers and other equipment. Member is also responsible for the cost of the maintenance on the Merit-supplied circuit at Member's site, but agrees that all maintenance for circuits and Merit-owned equipment will be performed by Merit. Member is responsible for providing and maintaining an acceptable environment for all Merit-owned equipment located at the Member premises. Should Merit-owned equipment be damaged as a result of the Member's abuse, neglect, or failure to provide an acceptable environment or as a result of environmental damage such as fire, flood or lightning strike, Member is responsible for paying (i) the cost of all repair services and travel expenses provided at Member's site at Merit's then-applicable hourly maintenance rate, plus mileage, and (ii) the cost of all parts and materials. Maintenance and repair services are available from Merit between 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays. Service may be provided at other mutually agreed upon times, if arranged in advance.

(f) *Wireless Disaster Recovery Failover Solution (optional).* For an additional fee, Member may elect the Wireless Disaster Recovery Failover Solution option. This Service will include the installation of a secondary device utilizing cellular wireless signals from a third party carrier. Should the primary Merit Internet service be impaired, this Service will automatically failover and act as a temporary Internet connection for the duration of the impairment. This Service is best effort and subject to the availability of the third party carrier cellular service. The estimated capacity of the Service will vary from the primary Merit Internet Service, and is specified in the attached Schedule(s).

3. Payment

Member shall pay for (i) Services set forth on the attached Schedule(s) to this Agreement and any subsequent schedules that reference this Services Agreement Number (ii) any additional Services as provided in the applicable Service Agreement; and (iii) applicable maintenance services at the then-applicable rates. Without limiting the foregoing, Member shall pay all one-time set-up and installation charges, any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by Merit or billed separately by the telecommunications provider), related administrative fees charged by Merit. Member shall also pay all applicable federal, state, and local taxes, duties, levies and fees however designated including but not limited to sales and use taxes, as well as fees to recoup any applicable federal, state, and local fees, and cost recovery charges, including without limitation, universal service fees and charges for the sale, installation, use, or provision of the Services. All non-recurring and recurring fees are billed in advance on an annual basis beginning on the first date of service, except Member may elect monthly, quarterly or semi-annual billing for an additional administrative fee. The amount of the administrative fee will vary with the frequency of the billing. Any additional service fees will be billed as the service or charge is incurred. Some qualifying Members may be granted extended payment terms for one-time set-up and installation charges with addition of an appropriate administrative fee. Payment is due within (30) days from the date appearing on the invoice. Member will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (45) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to Merit through the USF program.

4. Term and Termination

(a) *Term.* The term of this Agreement begins on the date of start of Services provided by Merit, and extends for the term as defined in attached quote.

(b) *Renewals.* Unless either party gives a written termination notice at least (30) days prior to the end of the current term (whether it's the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.

(c) *Early Termination.* If Member terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Member of any term or provision of this Agreement including, but not limited to, Member's failure to make any payment when due, then Member shall be responsible for and shall pay a lump sum equal to (i) 50% of the applicable monthly charges, multiplied by the number of months remaining in the current term of this Agreement, plus (ii) all telecommunications service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by Merit, plus (iii) any additional early termination penalties or charges assessed by the telecommunications carrier, plus (iv) the balance of any remaining fiber access fees or amortized install charges, plus (v) all costs associated with disconnecting Member's service and removing any equipment from Member's site (charged at the then-applicable rates for maintenance), plus (vi) any outstanding amounts previously incurred for maintenance, plus (vii) if Member previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and plus (viii) if Member previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Member requests Merit to continue providing any portion of the Services beyond the requested termination date, Member agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above. The above termination charges do not apply to Merit service moves or upgrades.

(d) *Termination.* Upon termination of dedicated service with Merit, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Member agrees that all IP addresses assigned from Merit's CIDR block shall be promptly returned. In addition, Member shall be responsible for transitioning responsibility of primary and/or secondary DNS to their own DNS server, or that of its new carrier.

(e) *Price Adjustments.* If Merit initiates reduced Service Fees to its Non-Profit Members during the Agreement period, Member may renew this Agreement at the new rates for a term of equal or greater length than the initial term. In all instances, the renewal will be for a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period.

5. Limited Warranty

Merit will supply, at no charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF MEMBER. MERIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

6. Rights and Obligations of Member

(a) *Member is Responsible to Its Authorized Users.* Member is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

(b) *Acceptable Use Restrictions.* Merit's Acceptable Use Policy ("AUP") applies to the use of all Services provided by Merit, including any unsupervised anonymous network access offered by Member. By accepting Services from Merit, Member agrees to comply with the AUP located at <https://www.merit.edu/aup.pdf>, and any changes made from time to time thereto. Member also agrees to be responsible for the compliance by its users with the AUP.

7. Rights and Obligations of Merit

Merit shall be responsible only for the operation and maintenance of the Services. Member shall be responsible for maintaining and managing its own network that interfaces with the Services. Merit shall not be responsible for cabling that connects Member-owned equipment to Merit equipment or the Services. Any interruption in the Services that is caused by the malfunction or interruption of any physical telecommunications media or facility (including, but not limited to cables and fiber optic lines) or by any malfunction or manufacturer's defects of equipment either provided by Merit to Member or separately purchased by Member will not be deemed a breach of Merit's obligations under this Agreement.

8. Indemnification

Member and Merit (collectively the “Indemnifying Parties” and individually the “Indemnifying Party”) will indemnify, save harmless and defend each other and all of Merit’s Members and other Members, as well as their respective employees, officers, directors and agents (collectively “Indemnified Parties”) from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney’s fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively “Claims”) threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to any actual or alleged (i) breach of this Agreement by the Indemnifying Party; or (ii) negligent or tortious act or omission to act of the Indemnifying Party. The Member will also indemnify, save harmless and defend the Indemnified Parties from Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims assert that the data content delivered by the Member via the Services constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of a third party.

9. Limitation of Liability

Except for the Limited Warranty in Section 5 above, the equipment and Services provided by Merit are provided on an “as is” and “as available” basis. Merit does not warrant that the Services will be uninterrupted or free of harmful components. Merit makes no express warranties and waives all implied warranties. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Member’s use of the Services or the Internet including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Member assumes full responsibility and risk for the use of the Services and the Internet, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information. If Member is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Services(s), Member’s sole and exclusive remedy is to terminate this Agreement in accordance with Section 4, above, and discontinue using the Service(s). Merit’s cumulative liability to Member or any third party for any and all claims relating to the use of the equipment and Services provided by Merit shall in no event exceed the amount of the annual Member fees paid by Member to Merit during the twelve (12) month period ending on the date of the event giving rise to the claim. Merit shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

10. Force Majeure

Merit shall not be liable for any loss or damage suffered by the Member or its users, directly or indirectly, as a result of Merit’s failure to perform, or delay in performing, any of its obligations contained in this Agreement where such failure or delay is caused by circumstances beyond Merit’s control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, COVID-19 or other pandemics, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances, including manpower or supply chain disruptions caused by any of the above.

11. Data Content

Merit is not liable for the content of any data transferred either to or from Member via the Services provided by Merit, nor for any loss or damage, whether personal, material, or financial, suffered by Member as a direct or indirect consequence of the Services provided by Merit.

12. Miscellaneous

(a) *Governing Law; Jurisdiction.* The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Michigan.

(b) *Entire Agreement.* This Agreement, and the Service Agreements entered into by the Parties from time-to-time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

(c) *Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Member may not assign this Agreement without the prior written consent of Merit.

(d) *Headings; Severability.* Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

(e) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

___ (Optional) Please do not include my organization's name or likeness in Merit Network's marketing or advertising campaigns or materials.



The Source for Seniors

EXECUTIVE COMMITTEE

CHAIRPERSON
Bill Routley

VICE CHAIRPERSON
Carol Hennessy

SECRETARY
Ron Bacon

TREASURER
Chuck Hazekamp

MEMBER-AT-LARGE
Nancy Nielsen
Marilyn Burns

ADVISORY COUNCIL CHAIRPERSON
Barbara Hazlett

CEO
Kendrick Heinlein

BOARD OF DIRECTORS

ALLEGAN COUNTY
Com. Mark DeYoung
Stuart Peet

IONIA COUNTY
Com. Larry Tiejema
Edna Albert

KENT COUNTY
Com. Carol Hennessy
Nancy Nielsen

LAKE COUNTY
Com. Kristine Raymond
Marilyn Burns

MASON COUNTY
Com. Ron Bacon

MECOSTA COUNTY
Com. Bill Routley
Sharon Bongard

MONTCALM COUNTY
Com. Ron Baker
Chuck Hazekamp

NEWAYGO COUNTY
Com. Richard Fitzpatrick
Ken DeLaat

OSCEOLA COUNTY
Com. Timothy Michell
Dawn Montague

CITY OF GRAND RAPIDS
Com. Lisa Knight
Jane DeVries

3215 EAGLECREST DR NE
GRAND RAPIDS, MI
49525-7005
Ph: 616.456.5664
Fx: 616.456.5692
1.888.456.5664
www.aaawm.org

7/26/2024

Justin Halladay, Director
Osceola County Commission on Aging
215 S. Division St.
Hersey, MI 49639

Dear Justin:

On 07/22/2024, the Area Agency on Aging of Western Michigan (AAAWM) Board of Directors met and approved a change in total funding for Osceola County Board of Commissioners for Fiscal Year 2024. Due to significant cuts to the Nutrition Services Incentive Program (NSIP), your overall funding has been reduced. This change in funding is detailed below, as well as on the attached Older Americans Act Funding Distribution Schedule (Attachment II).

Service Name	Original Funding	Amendment Funding
Home Delivered Meals	\$175,000	\$179,436
NSIP	\$31,599	\$23,848

Total Funding Change: \$ -3,315

We understand that this decrease in funding may pose challenges for your organization. Please know that we remain committed to supporting your essential work for the older adults throughout Region 8. If you have any questions or need further assistance, please contact your Nutrition Contract Administrator, Staci Gerken, at (616) 222-7007 or Staci@aaawm.org

We appreciate our continued partnership and are here to support you through this transition.

Sincerely,

Kendrick Heinlein
Chief Executive Officer

C: Commissioner Mark Gregory, Chairperson

Mission: Provide older persons and persons with a disability an array of services designed to promote independence and dignity in their homes and their communities.

UNIT RATE BUDGET

Older Americans Act FY2024

Partner: Osceola County Commission on Aging

Service: Disease Prevention / Health Promotion

Date: 07/22/2024 **Budget Period:** 10/1/23-9/30/24

Prepared by: Jackie Campbell

(Use whole dollar amounts unless otherwise specified)

I. FUNDING SUMMARY			
1.	Federal Funds Awarded		\$6,000
2.	State Funds Awarded		\$0
3.	TOTAL AAAMW FUNDING:		\$6,000
II. UNIT COST ANALYSIS			
(Use Dollars and Cents - 2 decimal places)			
A. A Matter of Balance			
1.	Administration & Fundraising Expenses		\$196.00
2.	Direct Service Cost		\$672.00
3.	Equipment & Supplies		\$145.00
4.	Other (Occupancy, Communication, etc.)		\$98.11
7.	A Matter of Balance	Unit Rate to be Paid by AAAMW:	\$1,111.11
8.	Estimated Number of Units to be Provided		3.00
9.	Estimated Number of Clients to Receive Service		36
B. EnhanceFitness			
1.	Administration & Fundraising Expenses		\$5.50
2.	Direct Service Cost		\$21.00
3.	Equipment & Supplies		\$4.23
4.	Other (Occupancy, Communication, etc.)		\$1.49
7.	EnhanceFitness	Unit Rate to be Paid by AAAMW:	\$32.22
8.	Estimated Number of Units to be Provided		104.00
9.	Estimated Number of Clients to Receive Service		25
III. OTHER RESOURCES			
1.	Projected Program Income		\$200
2.	Other Resources		\$0
IV. LOCAL MATCH			
Required Match Amount:		\$0	*No match req for T3D ARPA
	Source of Local Match	Cash	In-Kind
			Total
1.			\$0
2.			\$0
3.			\$0
4.	Total Match:	\$0	\$0

(total match on line 4 must be equal to/greater than Required Match Amount above)

VI. PROGRAM COST NARRATIVE

(Complete this section by describing the basis for unit rate expenses in each category)

A. Administration & Fundraising:

Wages and fringes for administrative hours, fundraising, outreach and advocating, coordination of classes, registering individuals, posting and reporting of service

B. Direct Service Cost:

Wages and fringes for trained class instructor

C. Equipment & Supplies:

Class equipment and supplies

D. Other:

Building space, maintenance and utilities, internet/telephone service

UNIT RATE BUDGET

Older Americans Act FY2024

Partner: Osceola County Commission on Aging

Service: Home Delivered Meals

Date: 07/22/2024 Budget Period: 10/1/23-9/30/24

Prepared by: Jackie Campbell

(Use whole dollar amounts unless otherwise specified)

I. FUNDING SUMMARY			
1. Federal Funds Awarded			\$95,000
1a. One-time Federal Funds Awarded			\$0
2. State Funds Awarded			\$84,436
2a. One-time State Funds Awarded			\$0
3.	TOTAL AAAWM FUNDING:		\$179,436
II. UNIT COST ANALYSIS			
<i>(Per Unit: Dollars and Cents - 2 decimal places)</i>			
4. Administration & Fundraising Expenses			\$1.90
5. Delivery & Direct Service Cost			\$4.25
6. Raw Food			\$3.45
7. Other (Occupancy, Communication, etc.)			\$0.52
8.	Total Cost BEFORE:		\$10.12
9. Less Program Income			\$1.76
10. Less NSIP			\$0.58
11. Less 10% Unit Match			\$0.78
12a.	Unit Rate to be Paid by AAAWM to Service Partner (10/1/23-8/31/24):		\$7.00
12b.	UR to be Paid by AAAWM to Service Partner with raw food increase (9/1/24-9/30/24):		\$9.13
III. OTHER RESOURCES			
13. Projected Program Income			\$15,000
14. Other Resources			\$29,000
IV. LOCAL MATCH			
Required Match Amount: \$19,937			
Source of Local Match	Cash	In-Kind	Total
15. Bldg/kitchen space provided	\$0	\$19,937	\$19,937
16. by Osceola County			\$0
17.			\$0
18.			\$0
19.	Total Match:		\$0 \$19,937 \$19,937
<i>(total match on line 19 must be equal to/greater than Required Match Amount above)</i>			
V. UNITS & CLIENTS			
20. Total Number of Units to be Provided			25,000.00
21. Estimated Number of Clients to Receive Service			240

VI. PROGRAM COST NARRATIVE

(Complete this section by describing the basis for unit rate expenses in each category)

A. Administration & Fundraising:

Wages and fringes for administrative hours, coordination of services, posting and reporting of services, payroll, ordering supplies and fundraising

B. Direct Service Cost:

Wages and fringes for cooks and drivers, travel and mileage reimbursement for drivers

C. Raw Food:

Grocery, frozen, meat, poultry, dairy and produce to prepare meals (raw food).

D. Other:

Building and kitchen space, maintenance, utilities, internet/telephone service, office and kitchen supplies

Area Agency on Aging of Western Michigan
 Older Americans Act (OAA) Funding Distribution
 Contract Period: October 1, 2023 – September 30, 2024

Funding as of: July 22, 2024

Partner: Osceola County CoA

Service:	Funding Source	CFDA	Award Amount	Change in Funding	Adjusted Award
					\$0
1. Congregate Meals	IIIC-1	93.045	\$40,000		\$40,000
	IIIC-1 (ARPA)	93.045	\$30,000		\$30,000
	Total for Service:		\$70,000	\$0	\$70,000
2. Home Delivered Meals	IIIC-2	93.045	\$55,000		\$55,000
	IIIC-2 (ARPA)	93.045	\$40,000		\$40,000
	SHDM	N/A	\$80,000	\$4,436	\$84,436
	Total for Service:		\$175,000	\$4,436	\$179,436
3. Congregate & Home Delivered NSIP	NSIP**	93.053	\$31,599	(\$7,751)	\$23,848
4. Disease Prevention/Health Promotion	IIID (ARPA)	93.043	\$6,000		\$6,000
5. Homemaker	IIIB	93.044	\$2,000		\$2,000
	SAC	N/A	\$25,000		\$25,000
	SIH	N/A	\$14,631		\$14,631
	Total for Service:		\$41,631	\$0	\$41,631
6. Respite	IIIE	93.052	\$4,000		\$4,000
	SCS	N/A	\$5,000		\$5,000
	SIH	N/A	\$30,891		\$30,891
	SRC	N/A	\$8,000		\$8,000
	Tobacco	N/A	\$7,109		\$7,109
Total for Service:		\$55,000	\$0	\$55,000	
7. Senior Center Staffing	IIIB (ARPA)	93.044	\$20,000		\$20,000
8. Transportation - Assisted	IIIB	93.044	\$19,114		\$19,114
	IIIB (ARPA)	93.044	\$23,281		\$23,281
	Total for Service:		\$42,395	\$0	\$42,395
Total Funding:			\$441,625	(\$3,315)	\$438,310

**The NSIP amount has been finalized by the State of Michigan ACLS Bureau

Traverse City
 2456 Northern Visions Drive
 Traverse City, MI 49684
 Phone: 231-946-9000
 Fax: 231-946-6360



CONTRACT # 4653239

Date: 7/16/2024
 New/Renewal: RENEWAL
 Account Executive: Steven Lyons
 Phone: 231-946-9000

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	766686-0
Name	OSCEOLA COUNTY VETERANS' SERVICES
Address	215 S DIVISION
City/State/Zip	HERSEY, MI 49639
Contact	Justin Halladay
Email Address	jhalladay@osceolacoa.org
Phone #	(231) 734-5559
Fax #	
P.O./ Reference #	
Advertiser/Product	OSCEOLA COUNTY VETERANS' SERVICES
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Vinyl	158 Traverse City, MI	Ecoflex Vinyl		10/14/24	1	\$440.00	\$440.00
Total Production/Other Services Costs:							\$440.00

Space										
# of Panels: 1								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
24177 30656822	158-REED CITY, MI	US-10 .4 MI E/O C/L N/S F/E, Evert	No	Poster	10' 6" x 22' 9"		10/14/24-09/14/25	12	\$349.00	\$4,188.00
Total Space Costs:										\$4,188.00
Total Costs:										\$4,628.00

Special Considerations: Any vinyl change to be billed \$2.00 per sq./ft. at the time of order.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	OSCEOLA COUNTY VETERANS' SERVICES
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
	GENERAL MANAGER	DATE
ACCOUNT EXECUTIVE: Steven Lyons		



Traverse City
2456 Northern Visions Drive
Traverse City, MI 49684
Phone: 231-946-9000
Fax: 231-946-6360



CONTRACT # 4653239

Date: 7/16/2024
New/Renewal: RENEWAL
Account Executive: Steven Lyons
Phone: 231-946-9000

STANDARD CONDITIONS

1. **Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. **Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.



2 THE RESCUE

LIFE SAVING TRAINING

FREE To All Osceola County First Responders, Law Enforcement, Dispatch, Fire, EMS Personnel & Their Loved Ones!



Zero To 60: Career Survival & Emotional Wellness*
***3 MI C.E. credits available**

Wednesday, September 18, 2024 @ 6:00 p.m. to 9:00 p.m.

@ Reed City Fire Department @ 523 Morse Street, Reed City, MI 49677

REGISTER HERE or Questions contact Jenny @ jedstrom@osceolaems.org

"This is one of the best classes I have taken. It should be a requirement by the state!"

***This course supported by grant funds awarded to Michigan Rural EMS Network (MiREMS) by the Substance Abuse and Mental Health Services Administration (SAMHSA)**

This seminar will educate through “boots on the ground” experiences and will provide responders and their loved ones with a clear picture on why this profession leads to destructive and unhealthy lifestyle habits. We will demonstrate how our inability to manage the cumulative stress from daily exposures to adrenaline and trauma negatively affects our safety, decision-making and one’s ability to remain ethically solid.

You, your work “family and your loved ones will be armed with tools to manage the everyday unique stressors and will be able to recognize the warning signs for chronic and post-traumatic stress and suicidal behavior. You will learn realistic, simple and successful methods to help rescue the rescuers!

- Stepping off the adrenaline roller coaster
- The “Terrible 10”
- Suicidal tendencies awareness
- Post-traumatic stress symptoms
- Managing critical incident stress
- Identifying cumulative acute stress
- Core values vs. situational values
- Lifestyle habits warning signs
- Support keys & phrases
- 4 C’s for survival



"If I would have known that this is what was going to be presented. I would have brought my spouse."

"Very realistic and it hit close to home. This is the best training class I have ever attended!"

"It helped me understand why my dad acts the way he does sometimes. I realize how I can help now instead of getting upset."

- ***"You and Mike are saving lives, saving relationships and preventing substance abuse with every presentation. Every public safety employee should attend this valuable training"***
- ***"A great chance to take time and internally reflect on how we need to continually remind ourselves that our emotional well-being is as important to our survival as maintaining our tactical skills"***
- ***"I thought it was going to be the type of training where afterwards we would all go out and hug a tree together... I was extremely happy it was the exact opposite. It was amazing training!"***

OSCEOLA COUNTY INDIGENT DEFENSE
MANAGED ASSIGNED COUNSEL ADMINISTRATOR

INDEPENDENT CONTRACTOR AGREEMENT
October 1, 2024 – September 30, 2027

Agreement made the date hereinafter set forth by and between the County of Osceola, a Municipal Corporation, hereinafter referred to as "County" and Indigent Defense Consultants, P.C., a Michigan Professional Corporation, Managed Assigned Counsel Administrator, hereinafter referred to as "Counsel Administrator." This contract replaces the current contract between the parties.

1. Services to be Performed

The Counsel Administrator agrees to administer the County's indigent criminal defense programs pursuant to Exhibit A from the original Agreement (Standards 1-4) and expanded to include Standards 5 - 8 implementation.

2. Payment

In consideration for the services to be performed by the Counsel Administrator, the County agree to pay the annual amounts as follows:

FY25 (October 1, 2024 to September 30, 2025): \$69,000

FY26 (October 1, 2025 to September 30, 2026): \$72,450

FY27 (October 1, 2026 to September 30, 2027): \$76,072.50

based on the State Fiscal Year ending September 30th, in equal monthly amounts during the term of the contract.

Counsel Administrator shall be paid within a reasonable time after Counsel Administrator submits a monthly invoice to the Osceola County Administrator, 602 W. Upton Ave., Reed City, MI 49677. The invoice must include an invoice number, dates covered by the invoice, and a summary of the work performed.

3. Expenses

Counsel Administrator shall be responsible for all expenses incurred while performing services under this Agreement, including but not limited to, automobile, truck or other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; fuel; phone; and any other compensation paid to employees or subcontractors.

4. Vehicle and Equipment

Counsel Administrator will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Counsel Administrator will not require the County to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Counsel Administrator is an independent contractor and neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors, if any, shall be deemed County employees. In its capacity as independent contractor, the Counsel Administrator agrees as follows:

- This Agreement with the County is not exclusive and Counsel Administrator has the right to perform services for others during the term of this Agreement, provided such service does not impair or delay their ability to perform obligations to the County under this Agreement.
- Counsel Administrator has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed provided such services under this Agreement are timely.
- Counsel Administrator has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement providing such subcontractors and employees are properly licensed and/or qualified to perform the services included under this Agreement.
- Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall be required to wear any uniforms provided by the County.
- The services required by this Agreement shall be performed by the Counsel Administrator, Counsel Administrator's employees or subcontractors and the County shall not hire, supervise or pay any Counsel Administrator employees or subcontractors for services under this Agreement.
- Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall receive training from the County in the professional skills necessary to perform the services required by this Agreement.
- Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall be required by the County to devote full time to the performance of the services required by this Agreement. However, Counsel Administrator agrees that the services provided under this Agreement will be performed in a timely manner.

6. Business Licenses, Permits, and Certificates

Counsel Administrator represents and warrants that Counsel Administrator and Counsel Administrator's employees and subcontractors, if any, will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement. Counsel Administrator shall maintain membership at all times with the State Bar of Michigan as an active attorney and shall solely be responsible for the payment of Administrator's dues as an active attorney. In the event that the Counsel Administrator shall no longer be an active member of the State Bar of Michigan by becoming an inactive or emeritus member, or if Counsel Administrator's license to practice law is revoked or disbarred, this Agreement shall immediately terminate. In the event that the Counsel Administrator's license to practice law be suspended, for any reason other than for the failure to pay membership dues on a timely basis, any sums due and owing to the Counsel Administrator for services rendered shall be withheld until such time as confirmation of the reinstatement of the license to practice law is provided to the County Administrator.

7. State and Federal Income Taxes

The County will not:

- withhold FICA (Social Security and Medicare taxes) from Counsel Administrator payments or make FICA payments on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors, or
- make state or federal unemployment compensation contributions on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors, or

- withhold state or federal income tax from Counsel Administrator's payments on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors.

Counsel Administrator shall pay all taxes incurred on its behalf or on behalf of Counsel Administrator's employees while performing services under this Agreement, including all applicable income taxes and, if Counsel Administrator is not a corporation, self-employment (Social Security) taxes. Upon demand, Counsel Administrator shall provide the County with proof that such payments have been made.

8. Fringe Benefits

Counsel Administrator understands that neither the Counsel Administrator nor Counsel Administrator's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of County.

9. Unemployment Compensation

The County shall make no state or federal unemployment compensation payments on behalf of Counsel Administrator or Counsel Administrator's employees or subcontractors, if any. Neither Counsel Administrator, nor Counsel Administrator's employees or subcontractors, if any, will be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

The County shall not obtain workers' compensation insurance on behalf of Counsel Administrator or Counsel Administrator's employees or subcontractors, if any. If Counsel Administrator hires employees to perform any work under this Agreement, Counsel Administrator will be solely responsible for any workers' compensation insurance to the extent required by law and Counsel Administrator will provide the County with a certificate of workers' compensation insurance before the employees begin the work. Similarly, if Counsel Administrator hires subcontractors to perform any work under this Agreement, Counsel Administrator will ensure the subcontractors have workers' compensation insurance to the extent required by law and Counsel Administrator will provide the County with a certificate of workers' compensation insurance before any work is performed by any subcontractor.

11. Insurance

The County shall not provide insurance coverage of any kind for Counsel Administrator or Counsel Administrator's employees or subcontractors. Counsel Administrator shall obtain the following insurance coverages, which must be purchased from companies licensed to do business in the State of Michigan, and maintain same during the entire term of this Agreement:

- Automobile liability insurance for each vehicle used in the performance of this Agreement, including owned, non-owned (for example, owned by Counsel Administrator's employees), leased, or hired vehicles in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for bodily injury,

personal injury, broad form property damage, contractual liability, lawyers professional liability, and cross-liability.

Before commencing any work, Counsel Administrator shall provide the County with proof of this insurance and with proof that the County has been made an additional insured under the policies. Similarly, Counsel Administrator shall require that any subcontractor hired by them obtains automobile liability insurance and comprehensive or commercial general liability insurance in the same amounts stated above and that the County is made an additional insured under the policies. Before any subcontractor commences any work, Counsel Administrator shall provide the County with proof of subcontractors' insurance

12. Indemnification

Counsel Administrator shall indemnify and hold the County harmless from any loss or liability arising from performing services under this Agreement including any services performed by Counsel Administrator's employees or subcontractors.

13. Modifying the Agreement

This Agreement may not be modified except by amendment reduced to writing and signed by both County and the Counsel Administrator.

14. Term of Agreement

This agreement is contingent upon the County continuing to receive funding from the State of Michigan through the Michigan Indigent Defense Commission program. If funding is provided, this Agreement will become effective October 1, 2024 and will terminate on September 30, 2027, or sooner if the State Michigan's funding ceases.

15. Termination

The County shall be entitled to terminate the Agreement immediately if Counsel Administrator shall be in default under this Agreement. Said default would occur if Counsel Administrator shall fail to comply with any provision of this Agreement or commits misfeasance, malfeasance, or nonfeasance in their performance of the duties under the Agreement. Should this occur, the County shall be obligated to compensate the Counsel Administrator for services already earned under this Agreement.

Other than as provided above, both parties shall give sixty (60) days written advance notice in the event they desire to terminate this Agreement. Such written notice shall be provided to the County Administrator for the County and to the Counsel Administrator if the County so elects termination.

This Agreement does not apply to any work or job performed by the Counsel Administrator, Counsel Administrator's employees or subcontractors for any other governmental entity, corporation, partnership, business venture or self-employment opportunity and shall not be construed as any partnership or joint venture, but instead is merely a contract for services rendered to the County.

16. Binding Effect

This agreement shall become effective when signed by both parties and shall be binding on the parties, their successors and assigns.

17. Entire Agreement

This Agreement sets forth the entire understanding between the Counsel Administrator and the County with respect to the subject matter of this Agreement, and supersedes any other undertakings and agreements, whether oral or in writing, previously entered into by them with respect to Counsel Administrator’s duties. Counsel Administrator represents that, in executing this Agreement, Counsel Administrator does not rely on and has not relied upon any representation or statement not set forth in this Agreement made by the County with regard to the subject matter or effect of this Agreement or otherwise.

18. No Waiver

The County’s failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.

19. Severability of Provisions

Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unreasonable, the parties agree that, at the County’s sole discretion, this Agreement shall be enforced to the extent it is deemed to be reasonable and in such a manner as to afford the County the fullest protection commensurate with making this Agreement, as modified, legal and enforceable under applicable laws, and the balance of this Agreement shall not be affected, the balance being construed as severable and independent.

20. No Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

21. Section Headings

Section headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Governing Law

This Agreement shall be governed by the laws of the State of Michigan.

Osceola County:

Mark Gregory
Chairman

Date

Managed Assigned Counsel Administrator:

Indigent Defense Consultants, P.C.
Karen Moore, Esq., Manager

Date

DISCHARGE OF MORTGAGE

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

Do Hereby Certify, that a certain Indenture of Mortgage, bearing the date of June 21, 2023, made and executed by Douglas & Connie Johnson, a married couple, whose address is 16181 13 Mile Road, LeRoy, MI 49655,

of the first part, to Osceola County, a Municipal Corporation, 301 W. Upton Ave., Reed City, MI 49677 of the second part, and

recorded in the Register of Deeds' Office for the County of Osceola and State of Michigan, in Liber 1047, Page 349, dated December 29, 2023, concerning the following described property located in Osceola County:

The Southeast ¼ of the Southeast ¼, Section 29, T19N-R9W, Rose Lake Township, Osceola County, Michigan.

Commonly known as: 16181 13 Mile Road, LeRoy, MI 49655

Parcel / Property Tax ID#: 67-14-029-039-00

Subject to all reservations, easements and restrictions of record, if any.

Said mortgage is fully paid, satisfied and discharged.

Mark Gregory, Chairperson
Osceola County Board of Commissioners

STATE OF MICHIGAN)
COUNTY OF OSCEOLA) ss.

The foregoing instrument was acknowledged before me on _____, 2024, by Mark Gregory, as Chairperson of the Osceola County Board of Commissioners, Osceola County, Michigan.

DRAFTED BY:
Tim Ladd
After Recording Return To:
Tim Ladd, Administrator's Office
Osceola County
602 W. Upton Ave.
Reed City, MI 49677

Notary Public, _____ County, Michigan
My Commission Expires: _____