



## **AGENDA**

### **St. Clair County Board of Commissioners Judiciary/Public Safety Committee**

**Board of Commissioners' Room  
County Administrative Office Building, 2nd Floor  
200 Grand River Avenue  
Port Huron, MI 48060**

**June 2, 2022 at 6:00 PM**

- 
- 1. Roll Call/Opening**
  - 2. Additions/Deletions/Changes to the Agenda**
  - 3. Citizens to be Heard**
  - 4. Updates**
  - 5. Conceptual Initiatives**
  - 6. Old Business**
  - 7. New Business**
    - A. Sheriff's Office FY 2022 Bullet Proof Vest Partnership Program Application
    - B. 2022 Homeland Security Grant Program – Operation Stonegarden Grant Application - FINAL ACTION
    - C. Agreement Between Department of Health and Human Services (DHHS) and Public Guardian
    - D. Contract Approval Request - Connect Health/Core xRM
  - 8. Other Judiciary/Public Safety Matters**
  - 9. Information Only**
  - 10. Receive and File Packets**
  - 11. Adjournment**

**Committee Chair: Greg McConnell**

**Note:** The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

## Sheriff's Office FY 2022 Bullet Proof Vest Partnership Program Application

Summary:

### ATTACHMENTS:

|   | Description                                             | Upload Date | Type       |
|---|---------------------------------------------------------|-------------|------------|
| 📎 | Memo 2022 BVP grant application                         | 5/20/2022   | Cover Memo |
| 📎 | FY2022Bullet Proof Vest Partnership Program Application | 5/20/2022   | Cover Memo |



## COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



**KARRY HEPTING**  
Administrator/Controller

### MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant and Captain Matt Pohl

Date: May 20, 2022

Re: Sheriff's Office FY 2022 Bullet Proof Vest Partnership Program Application

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Attached is the application for the 2022 Bullet Proof Vest Partnership Program.

The Sheriff's Office Road Patrol is requesting to apply for the 2022 Bullet Proof Vest Partnership Program. Applications are due on June 27, 2022.

They would like to purchase 20 vests with the 2022 funds.

The approximate cost of one vest is \$525. The Bullet Proof Vest Partnership Program will pay for 50% of the cost of the vests. They are requesting \$5,250.00 from the BVP Program and the remaining 50% of the cost would be paid out of the respective departments' budgets.

In 2021, the County received \$2,208.61 in grants funds.

The expense is already budgeted in the respective departments' budgets in their uniform line item.

**Breakdown of the 20 vests requested:**

Road Patrol – 20

We are requesting approval of the grant application at the June 16, 2022 Board of Commissioners meeting.



# REVIEW APPLICATION

## 1. Agency Profile

## 2. Application

2.1 Application Profile

2.2 Manage Application

2.3 Review Application

2.4 Mandatory Wear Policy

2.5 Submit Application

## 3. Payment

## 4. Status

## 5. Personal Information

Help

JUR: St. Clair County, MI

LOGOUT

OMB #1121-0235  
(Expires: 10/31/2016)



Application Profile



Application



NIJ Approved Vests

Submit Application

Below is the current status of your application. To add more vests to your application or to make modifications to your application, use either the 'Update Details' link in the 'Application Status' column or step 'Manage Application' in the left hand menu bar.

### APPLICATION PROFILE

Participant St. Clair County

Fiscal Year 2022

Number of Agencies Applied 1

Total Number of Officers for Application 84

Number of Officers on Approved Applications 84

### APPLICATION PROFILE

Fiscal Year 2022

Vest Replacement Cycle <sup>1</sup> 5

Number of Officers 84

Number of Stolen or Damaged Emergency Replacement Needs <sup>1</sup> 0

Number of Officer Turnover 0

### REVIEW BVP APPLICATION FOR FUNDING

| Applicant        | Quantity | Total Cost  | Date Submitted | Application Status                        |
|------------------|----------|-------------|----------------|-------------------------------------------|
| St. Clair County | 20       | \$10,500.00 |                | Created<br><a href="#">Update Details</a> |
| Grand Totals:    | 20       | \$10,500.00 |                |                                           |

PROCEED TO SUBMIT APPLICATION

## 2022 Homeland Security Grant Program – Operation Stonegarden Grant Application - FINAL ACTION

Summary:

### ATTACHMENTS:

|   | Description                       | Upload Date | Type       |
|---|-----------------------------------|-------------|------------|
| 📎 | Memo 2022 Stonegarden Application | 5/25/2022   | Cover Memo |
| 📎 | Stonegarden Grant Application     | 5/25/2022   | Cover Memo |



## COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



**KARRY HEPTING**  
Administrator/Controller

### MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant and Justin Westmiller, Emergency Management Director

Date: May 25, 2022

Re: 2022 Homeland Security Grant Program – Operation Stonegarden Grant Application

Attached you will find the 2022 Homeland Security Grant Program Operation Stonegarden grant application. The application is due June 13, 2022.

St. Clair County Emergency Management is requesting to apply for FY 2022 Operation Stonegarden grant funds in the amount of \$292,500. The County typically applies for this grant each year. Our awards have been between \$93,000-\$277,875 over the last 5 years.

These funds are to be used for patrolling the U.S. border areas. The municipalities involved include the St. Clair County Sheriff's Office, St. Clair County Sheriff Marine Patrol, City of Marysville, City of Marine City, City of Port Huron, Clay Township, City of Yale, Village of Capac, City of Memphis, City of St. Clair and Michigan State Police.

The grant funds may be used for overtime wages and certain fringe benefits (FICA, Medicare, Unemployment, and Worker's Comp).

These funds are 100% Federal Funds with no local match required.

We are requesting final approval of the FY22 Operation Stonegarden grant application at the June 2, 2022 Board of Commissioners Committee meeting.

**OPERATION STONEGARDEN (OPSG)  
OPERATIONS ORDER AND BUDGET (Continued)**

**I. ADMINISTRATION/LOGISTICS/BUDGET REQUEST**

The Current Fiscal Year Operations order budget spending plan worksheet will begin at Section IV Administration/Logistics/Budget. The Worksheet will need to contain itemized listing of overtime, fringe, equipment, fuel, maintenance, mileage, travel, and M&A. Budget spending plan should be planned in one- or two-year increments. Grantees may not begin operations, obligate, or expend any funds until the final Operation Order and embedded budget has been approved by FEMA GPD and CBP/USBP Headquarters and any existing special conditions and/or restrictions are removed.

The sample table provided should be utilized as the standard official format to be utilized in the execution of operations orders. A detail itemization and justification section are to be documented in the same format as the example demonstrated on the following page. Each State, Local, or Tribal entity will need to be separated and categorized in the same order each category has been listed on the A.1 Example.

The prepared should first enter all the information below in the justification section of the budget and use the tables to fill in the chart above.

*Chart A.1 Cost Estimates/Funding/Issues/Budget Chart (Example)*

| Administration/Logistics/Budget                                                                                                                                                                                 |                         | Narrative Justification<br>(Computation of Items)                                                 | Federal Request |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------|-----------------|
| <b>Law Enforcement Operational Overtime</b><br><i>*Over 50% in OT funding needs a Personnel Cap Waiver request</i>                                                                                              |                         | St Clair County Land \$237,995.56<br>St Clair County Marine \$ 32,022.00                          | \$ 270,017.56   |
| <b>Fringe Benefits for Law Enforcement</b>                                                                                                                                                                      |                         | St Clair County Land \$ 19,813.94<br>St Clair County Marine \$ 2,668.50                           | \$ 22,482.44    |
|                                                                                                                                                                                                                 |                         | <b>Overtime and Fringe Total</b>                                                                  | \$ 292,500.00   |
| <b>General Equipment</b><br><i>* Justification Letter needed for \$100K or more purchases<br/>*If more space is needed show total equipment cost and list all equipment in justification section of budget.</i> | AEL#                    | Sub-Recip Co.: Item 1-10<br>Friend Force (name) 1: Item 1-10<br>Friend Force (name) 2: Items 1-10 |                 |
| <b>Special Equipment</b><br><i>* Needs Justification Letter</i>                                                                                                                                                 | AEL#                    | Sub-Recip Co.: Item 1-10<br>Friend Force (name) 1: Item 1-10<br>Friend Force (name) 2: Items 1-10 |                 |
| <b>Vehicles, Watercraft, other type of vehicles</b><br><i>* Needs Justification Letter</i>                                                                                                                      | AEL#                    | Sub-Recip Co.: Item 1-10<br>Friend Force (name) 1: Item 1-10<br>Friend Force (name) 2: Items 1-10 |                 |
| <b>Regional Capability Building Equipment</b><br><i>* Needs Justification Letter</i>                                                                                                                            | AEL#                    | N/A                                                                                               |                 |
|                                                                                                                                                                                                                 |                         | <b>Equipment Total</b>                                                                            |                 |
| <b>Vehicles</b>                                                                                                                                                                                                 | <b>Fuel Cost</b>        | List Counties with Fuel Totals                                                                    |                 |
|                                                                                                                                                                                                                 | <b>Maintenance Cost</b> | List Counties w/ Maintenance Totals                                                               |                 |
|                                                                                                                                                                                                                 | <b>Mileage Cost</b>     | List Counties with Mileage Totals                                                                 |                 |





**OPERATION STONEGARDEN (OPSG)**  
**OPERATIONS ORDER AND BUDGET (Continued)**

|                               |                                                                                           |                                  |               |
|-------------------------------|-------------------------------------------------------------------------------------------|----------------------------------|---------------|
| Travel, Lodging, and Per diem | For Deployed LE and/or Federally sponsored (DHS/FEMA) border security task force meetings | List Counties with Travel Totals |               |
| County M&A                    |                                                                                           | Sub-Recipient County Only        |               |
|                               |                                                                                           | <b>Total Funding Cost</b>        | \$ 292,500.00 |

**Cost Estimates/Funding/Issues/Budget Chart (YEAR 1)**

*\*Refer to Chart A.1 sample on previous page.*

**COUNTY NAME:**      **St Clair**

| Administration/Logistics/Budget                                                                                                                                                                                       |                  | Narrative Justification<br>(Computation of Items) | Federal Request |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------|-----------------|
| <b>Law Enforcement Operational Overtime</b><br><i>*Over 50% in OT funding needs a Personnel Cap Waiver request letter.</i>                                                                                            |                  | St Clair County Land    \$ 79,331.85              | \$ 90,005.85    |
|                                                                                                                                                                                                                       |                  | St Clair County Marine    \$ 10,674.00            |                 |
| <b>Fringe Benefits for Law Enforcement</b>                                                                                                                                                                            |                  | St Clair County Land    \$ 6,604.65               | \$ 7,494.15     |
|                                                                                                                                                                                                                       |                  | St Clair County Marine    \$ 889.50               |                 |
|                                                                                                                                                                                                                       |                  | <b>Overtime and Fringe Total</b>                  | \$ 97,500       |
| <b>General Equipment</b><br><i>* Justification Letter needed for \$100K or more purchases</i><br><i>*If more space is needed show total equipment cost and list all equipment in justification section of budget.</i> | AEL#             |                                                   |                 |
|                                                                                                                                                                                                                       |                  |                                                   |                 |
| <b>Special Equipment</b><br><i>* Needs Justification Letter</i>                                                                                                                                                       | AEL#             |                                                   |                 |
| <b>Vehicles, Watercraft, other type of vehicles</b><br><i>* Needs Justification Letter</i>                                                                                                                            | AEL#             |                                                   |                 |
| <b>Regional Capability Building Equipment</b><br><i>* Needs Justification Letter</i>                                                                                                                                  | AEL#             | N/A                                               |                 |
|                                                                                                                                                                                                                       |                  | <b>Equipment Total</b>                            |                 |
| <b>Vehicles</b>                                                                                                                                                                                                       | <b>Fuel Cost</b> |                                                   |                 |



**OPERATION STONEGARDEN (OPSG)**  
**OPERATIONS ORDER AND BUDGET (Continued)**

|                               |                  |                           |                    |
|-------------------------------|------------------|---------------------------|--------------------|
|                               | Maintenance Cost |                           |                    |
|                               | Mileage Cost     |                           |                    |
| Travel, Lodging, and Per diem |                  |                           |                    |
| County M&A                    |                  | Sub-Recipient County Only |                    |
|                               |                  | <b>Total Funding Cost</b> | <b>\$97,500.00</b> |

Cost Estimates/Funding/Issues/Budget Chart (YEAR 2)

COUNTY NAME: St Clair

| Administration/Logistics/Budget                                                                                                                                                                         |      | Narrative Justification<br>(Computation of Items)                        | Federal Request  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------|------------------|
| <b>Law Enforcement Operational Overtime</b><br>*Over 50% in OT funding needs a Personnel Cap Waiver request letter.                                                                                     |      | St Clair County Land \$ 79,331.85<br>St Clair County Marine \$ 10,674.00 | \$ 90,005.85     |
| <b>Fringe Benefits for Law Enforcement</b>                                                                                                                                                              |      | St Clair County Land \$ 6,604.65<br>St Clair County Marine \$ 889.50     | \$ 7,494.15      |
|                                                                                                                                                                                                         |      | <b>Overtime and Fringe Total</b>                                         | <b>\$ 97,500</b> |
| <b>General Equipment</b><br>* Justification Letter needed for \$100K or more purchases<br>*If more space is needed show total equipment cost and list all equipment in justification section of budget. | AEL# |                                                                          |                  |
| <b>Special Equipment</b><br>* Needs Justification Letter                                                                                                                                                | AEL# |                                                                          |                  |
| <b>Vehicles, Watercraft, other type of vehicles</b><br>* Needs Justification Letter                                                                                                                     | AEL# |                                                                          |                  |
| <b>Regional Capability Building Equipment</b><br>* Needs Justification Letter                                                                                                                           | AEL# | N/A                                                                      |                  |





**OPERATION STONEGARDEN (OPSG)**  
**OPERATIONS ORDER AND BUDGET (Continued)**

|                               |                  | Equipment Total           |                    |
|-------------------------------|------------------|---------------------------|--------------------|
| Vehicles                      | Fuel Cost        |                           |                    |
|                               | Maintenance Cost |                           |                    |
|                               | Mileage Cost     |                           |                    |
| Travel, Lodging, and Per diem |                  |                           |                    |
| County M&A                    |                  | Sub-Recipient County Only |                    |
|                               |                  | <b>Total Funding Cost</b> | <b>\$97,500.00</b> |

**Cost Estimates/Funding/Issues/Budget Chart (YEAR 3)**

**COUNTY NAME: St Clair**

| Administration/Logistics/Budget                                                                                                                                                                                       |      | Narrative Justification<br>(Computation of Items) | Federal Request  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------------------------------------|------------------|
| <b>Law Enforcement Operational Overtime</b>                                                                                                                                                                           |      | St Clair County Land \$ 79,331.85                 | \$ 90,005.85     |
| <i>*Over 50% in OT funding needs a Personnel Cap Waiver request letter.</i>                                                                                                                                           |      | St Clair County Marine \$ 10,674.00               |                  |
| <b>Fringe Benefits for Law Enforcement</b>                                                                                                                                                                            |      | St Clair County Land \$ 6,604.65                  | \$ 7,494.15      |
|                                                                                                                                                                                                                       |      | St Clair County Marine \$ 889.50                  |                  |
|                                                                                                                                                                                                                       |      | <b>Overtime and Fringe Total</b>                  | <b>\$ 97,500</b> |
| <b>General Equipment</b><br><i>* Justification Letter needed for \$100K or more purchases</i><br><i>*If more space is needed show total equipment cost and list all equipment in justification section of budget.</i> | AEL# |                                                   |                  |
| <b>Special Equipment</b><br><i>* Needs Justification Letter</i>                                                                                                                                                       | AEL# |                                                   |                  |



**OPERATION STONEGARDEN (OPSG)**  
**OPERATIONS ORDER AND BUDGET (Continued)**

|                                                                                     |                         |                           |                    |
|-------------------------------------------------------------------------------------|-------------------------|---------------------------|--------------------|
| <b>Vehicles, Watercraft, other type of vehicles</b><br>* Needs Justification Letter | AEL#                    |                           |                    |
| <b>Regional Capability Building Equipment</b><br>* Needs Justification Letter       | AEL#                    | N/A                       |                    |
|                                                                                     |                         | <b>Equipment Total</b>    |                    |
| <b>Vehicles</b>                                                                     | <b>Fuel Cost</b>        |                           |                    |
|                                                                                     | <b>Maintenance Cost</b> |                           |                    |
|                                                                                     | <b>Mileage Cost</b>     |                           |                    |
| Travel, Lodging, and Per diem                                                       |                         |                           |                    |
| <b>County M&amp;A</b>                                                               |                         | Sub-Recipient County Only |                    |
|                                                                                     |                         | <b>Total Funding Cost</b> | <b>\$97,500.00</b> |

**Itemized Cost and Justifications**

|                  |                                          |
|------------------|------------------------------------------|
| Overtime         |                                          |
|                  | = \$0.00 Subtotal OT                     |
| Fringe           |                                          |
|                  | = \$0.00 Subtotal Fringe                 |
| <b>Equipment</b> |                                          |
| Item 1 -         |                                          |
|                  | = \$0.00 Equipment<br>= \$0.00 Equipment |
| Item 2 -         |                                          |
|                  | County \$0.00 subtotal -<br>Equipment    |
| Fuel             |                                          |





**OPERATION STONEGARDEN (OPSG)**  
**OPERATIONS ORDER AND BUDGET (Continued)**

|                                               |                                  |
|-----------------------------------------------|----------------------------------|
|                                               | = 0.00<br>\$0.00 subtotal - Fuel |
| Maintenance                                   |                                  |
|                                               | = \$0.00 subtotal - maintenance  |
| Mileage                                       |                                  |
|                                               | = \$0.00 subtotal - Mileage      |
| Travel                                        |                                  |
|                                               | = \$0.00 subtotal for Travel     |
| M&A                                           |                                  |
| (Only the Sub-recipient County can claim M&A) | = \$0.00 Total M&A Cost          |

**Table A.1 this table is for each individual participant for their proposed expenditures only**

| St. Clair County |                         | Sub-Recipient Cost Summary |             |           |      |             |         |        |     |              |
|------------------|-------------------------|----------------------------|-------------|-----------|------|-------------|---------|--------|-----|--------------|
|                  | Cost Categories         | Overtime                   | Fringe      | Equipment | Fuel | Maintenance | Mileage | Travel | M&A | Total        |
| +                | St. Clair County Land   | \$237,995.56               | \$19,813.94 |           |      |             |         |        |     | \$257,809.50 |
| -                |                         |                            |             |           |      |             |         |        |     |              |
| +                |                         |                            |             |           |      |             |         |        |     |              |
| -                | St. Clair County Marine | \$32,022.00                | \$2,668.50  |           |      |             |         |        |     | \$34,690.50  |

**Table A.2 TOTALS - Total proposed expenditures for all participating partners**

| OPSG OO |                     | (Michigan St. Clair County) Operation Order Total Budget Summary Overview |             |           |      |             |         |        |     |              |
|---------|---------------------|---------------------------------------------------------------------------|-------------|-----------|------|-------------|---------|--------|-----|--------------|
|         | Cost Categories     | Overtime                                                                  | Fringe      | Equipment | Fuel | Maintenance | Mileage | Travel | M&A | Total        |
| +       |                     |                                                                           |             |           |      |             |         |        |     |              |
| -       |                     |                                                                           |             |           |      |             |         |        |     |              |
|         | Yale                | \$ 2,916.22                                                               | \$ 242.78   |           |      |             |         |        |     | \$ 3,159.00  |
|         | Capac               | \$ 2,916.22                                                               | \$ 242.78   |           |      |             |         |        |     | \$ 3,159.00  |
|         | Memphis             | \$ 2,916.22                                                               | \$ 242.78   |           |      |             |         |        |     | \$ 3,159.00  |
|         | SCC Marine Division | \$ 32,022.00                                                              | \$ 2,668.50 |           |      |             |         |        |     | \$ 34,690.50 |



**OPERATION STONEGARDEN (OPSG)  
OPERATIONS ORDER AND BUDGET (Continued)**

|  |                    |              |              |  |  |  |  |  |  |              |
|--|--------------------|--------------|--------------|--|--|--|--|--|--|--------------|
|  |                    |              |              |  |  |  |  |  |  |              |
|  | <b>Port Huron</b>  | \$ 25,435.88 | \$ 2,117.62  |  |  |  |  |  |  | \$ 27,553.50 |
|  | <b>Marysville</b>  | \$ 25,435.88 | \$ 2,117.62  |  |  |  |  |  |  | \$ 27,553.50 |
|  | <b>St. Clair</b>   | \$ 25,435.88 | \$ 2,117.62  |  |  |  |  |  |  | \$ 27,553.50 |
|  | <b>Marine City</b> | \$ 25,435.88 | \$ 2,117.62  |  |  |  |  |  |  | \$ 27,553.50 |
|  | <b>Clay Twp.</b>   | \$ 25,435.88 | \$ 2,117.62  |  |  |  |  |  |  | \$ 27,553.50 |
|  | <b>MSP</b>         | \$ 25,435.88 | \$ 2,117.62  |  |  |  |  |  |  | \$ 27,553.50 |
|  | <b>SCC Sheriff</b> | \$ 76,631.65 | \$ 6,379.85  |  |  |  |  |  |  | \$ 83,011.50 |
|  | <b>Total Cost</b>  | \$270,017.56 | \$ 22,482.44 |  |  |  |  |  |  | \$292,500.00 |

**B. Travel:**  
N/A.

**C. Lodging:**  
N/A.

**D. Reception of Detailed Personnel:**  
N/A.

**E. Uniform and Equipment:**  
As prescribed by the participating state and local agencies' chains of command.

**F. Special Equipment:**  
N/A.



## Agreement Between Department of Health and Human Services (DHHS) and Public Guardian

Summary:

### ATTACHMENTS:

| Description                                                                                                          | Upload Date | Type       |
|----------------------------------------------------------------------------------------------------------------------|-------------|------------|
|  DHHS_Public Guardian Contract Memo | 5/26/2022   | Cover Memo |
|  CONTRACT                           | 5/26/2022   | Cover Memo |
|  Amend 1                            | 5/27/2022   | Cover Memo |
|  Amend 2                            | 5/27/2022   | Cover Memo |
|  Amend 3                            | 5/27/2022   | Cover Memo |
|  Amend 4                            | 5/27/2022   | Cover Memo |
|  AMEND5                             | 5/26/2022   | Cover Memo |





## COUNTY OF ST. CLAIR

### Public Guardian



Kelly Strozeski  
Public Guardian

Amanda Seals  
Assistant Public Guardian

Shania Cooke  
Case Manager

Jocelyn Malone  
Case Manager

Lindsey Harrison  
Case Manager

Timothy Quirk  
Case Manager

#### MEMO

To: St. Clair County Board of Commissioners

From: Kelly Strozeski, Public Guardian

Date: May 26, 2022

RE: Agreement between DHHS and Public Guardian

The St. Clair County Office of Public Guardian has been providing guardianship services to clients referred by Department of Health and Human Services (DHHS) under contract since 2010. The attached contract is for a 3 year term beginning October 1, 2019 until September 30, 2022 for the St. Clair County Public Guardian Office to provide guardianship and conservatorship services for 12 clients for \$35,856.00.

Amendment 1 changes the contract number for the second year of the original contract.

Amendment 2 increases the contract payments by \$4980.00 to a total of \$40,836.00 by adding 12 clients to the contract until September 30, 2021.

Amendment 3 increases the length of the contract by one year until September 30, 2023 and payments by \$11,952.00 for a total contract of \$52,788.00.

Amendment 4 increases the contract payments by \$5312.00 to a total of \$58,100 by adding 12 clients to the contract until September 30, 2022.

Amendment 5 increases the contract payments by \$3486.00 to a total of \$61,586.00 by adding 12 more clients to the contract until September 30, 2022.

201 McMorran Blvd.  
Room 3700,  
Port Huron, MI 48060

Telephone (810) 985-2095  
Fax (810) 985-2099



State of Michigan  
Michigan Department of Health and Human Services (MDHHS)  
Bureau of Grants and Purchasing (BGP)  
PO Box 30037, Lansing, MI 48909

Or  
235 S. Grand Avenue, Suite 1201, Lansing, MI 48933

**CONTRACT NUMBER: CT190000000359**  
**Between**  
**THE STATE OF MICHIGAN**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES (MDHHS)**  
**And**

|                                                                |                        |                 |                             |
|----------------------------------------------------------------|------------------------|-----------------|-----------------------------|
| CONTRACTOR                                                     |                        | PRIMARY CONTACT | EMAIL                       |
| County of St. Clair                                            |                        | Mike McMillan   | mmcmillan@stclaircounty.org |
| CONTRACTOR ADDRESS                                             |                        |                 | TELEPHONE                   |
| Public Guardian, 201 McMorran Blvd., Port Huron, MI 48060-4006 |                        |                 | 810-985-2095                |
| STATE CONTACT                                                  | NAME                   | TELEPHONE       | EMAIL                       |
| Contract Administrator                                         | Heather Robinson-Moore | 810-966-2145    | robinsonmooreh@michigan.gov |
| BGP Analyst                                                    | Mae Johnson            | 517-241-5795    | johnsonm65@michigan.gov     |

| CONTRACT SUMMARY                              |                                                       |                    |                          |
|-----------------------------------------------|-------------------------------------------------------|--------------------|--------------------------|
| SERVICE DESCRIPTION                           | Legal Intervention (Guardianship and Conservatorship) |                    |                          |
| GEOGRAPHIC AREA                               | St. Clair County                                      |                    |                          |
| INITIAL TERM                                  | EFFECTIVE DATE*                                       | EXPIRATION DATE    | AVAILABLE OPTION YEARS   |
| 3 years                                       | October 1, 2019                                       | September 30, 2022 | 2, one-year option years |
| MISCELLANEOUS INFORMATION                     | GUARD20                                               |                    |                          |
| ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION | \$35,856.00                                           |                    |                          |
| CONTRACT TYPE                                 | Unit Rate                                             |                    |                          |

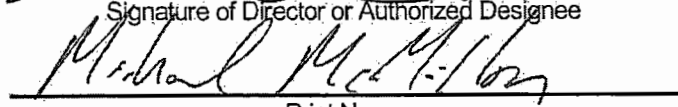
\*The effective date of this Contract shall be the date listed in the "Effective Date" box above, or the date of Michigan Department of Health and Human Services (MDHHS) signature below, whichever is later.

The undersigned have the lawful authority to bind the Contractor and MDHHS to the terms set forth in this Contract. The Contractor's signature certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

By signing this Contract, the Contractor certifies and assures to the state that they will comply with the Anti-Trust Lobbying Act 31 USC 1352, as revised by the Lobbying Disclosure Act of 1995, 2 USC 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 FY Omnibus Consolidated Appropriations Act.

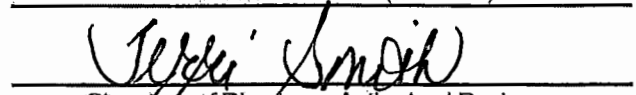
**FOR THE CONTRACTOR:**

County of St. Clair

  
\_\_\_\_\_  
Signature of Director or Authorized Designee  
  
\_\_\_\_\_  
Print Name  
9-24-19  
\_\_\_\_\_  
Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND  
HUMAN SERVICES (MDHHS)

  
\_\_\_\_\_  
Signature of Director or Authorized Designee  
Terri Smith  
Director, Purchasing Division  
\_\_\_\_\_  
Print Name  
9/25/19  
\_\_\_\_\_  
Date

Contract Number: CT190000000359

This Contract will be in effect from the date of MDHHS signature through September 30, 2022. No service will be provided and no costs to the state will be incurred before October 1, 2019, or the effective date of the Contract, whichever is later. Throughout this Contract, the date of MDHHS signature or October 1, 2019, whichever is later, shall be referred to as the begin date.

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

|               | <u>Contract Period</u>                     | <u>Amount</u> |
|---------------|--------------------------------------------|---------------|
| Year 1        | Begin date through September 30, 2020      | \$11,952.00   |
| Year 2        | October 1, 2020 through September 30, 2021 | \$11,952.00   |
| Year 3        | October 1, 2021 through September 30, 2022 | \$11,952.00   |
| Total Amount: |                                            | \$35,856.00   |

## 1. PROGRAM REQUIREMENTS

### 1.1. Client Eligibility Criteria

#### a. Legal Intervention (Guardianship/Conservatorship)

A client is a person referred by the local MDHHS for whom the Probate Court has appointed the Contractor as guardian/conservator. A client shall remain a client until one or both of the following occur:

- 1) The Probate Court rescinds the guardianship/conservatorship order.
- 2) The local MDHHS provides written notification to the Contractor that the client is no longer eligible for services.

#### b. Determination of Eligibility

##### Legal Intervention

Eligibility determination shall be the responsibility of the local MDHHS.

The local MDHHS shall notify the Contractor of its intent to petition the court for guardianship/conservatorship and to refer a client for services under the provisions of this contract. The Contractor agrees to accept all clients referred by the local MDHHS to the limit of contract funding.

When guardianship/conservatorship is established, the Contractor must provide continuous services to the referred client until written notification

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from the local MDHHS has been received indicating the client is no longer eligible for service. The Contractor shall:

- 1) Provide guardianship/conservatorship services to clients referred by the local MDHHS;
- 2) Accept local MDHHS reimbursement as full payment for those services; and,
- 3) Not bill the client for guardianship/conservatorship services under any circumstances.

1.2. Referral Process

**MDHHS**

In the written referral MDHHS shall identify:

- a. Date of referral.
- b. Name of each client to be provided service.
- c. Address and contact information of the referred client(s).
- d. Reasons for referral.
- e. Referring worker's information.

2. CONTRACTOR RESPONSIBILITIES

2.1. Email Address

The Contractor authorizes MDHHS to use the contact information below to send Contract related notifications/information. The Contractor shall provide MDHHS with updated contact information if it changes.

Contact email address: Public Guardian, 201 McMorran Blvd., Port Huron, MI 48060-4006

2.2. Geographic Area

The Contractor shall provide services described herein in the following geographic area: St. Clair County.

2.3. Location of Facilities

The Contractor shall provide services described herein at the following location(s):

At various locations in the geographic area served. The Contractor may provide services in other counties with the prior written approval of the MDHHS.

2.4. Credentials

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

2.5. Services to be Delivered

Service #1 of 1: LEGAL INTERVENTION (includes Guardianship and Conservatorship)

a. Activities the Contractor shall perform:

The Contractor shall:

1. The guardian of the person shall have, depending upon the scope of authority granted by the court, the following duties and obligations to the ward:
  - a. To see that the ward is appropriately housed.
  - b. To ensure that provision is made for the care, comfort and maintenance of the ward.
  - c. To make reasonable efforts to secure for the ward medical, psychological and social services, training, education, and social and vocational opportunities as are appropriate and as will maximize the ward's potential for self-reliance and independence.
  - d. To file with the court a report on the condition of the ward in compliance with the probate code.
  - e. To carry out all other duties required by the probate code.
2. The guardian of the estate (conservator) shall have the duty to manage the ward's property to the extent required by the letter of authority. Where authorized by the court, this responsibility entails the obligation to:
  - a. Act as a fiduciary in compliance with the probate code;
  - b. Carry out all other duties and obligations outlined in the letter of authority.

3. The guardian and/or conservator shall have the duty to receive and manage benefit payments on behalf of the beneficiary. This responsibility entails the obligations to:
  - a. Spend payments for the benefit of the beneficiary. Payments shall be spent for the following purposes and in the priority listed:
    1. For the current maintenance of the beneficiary. Current maintenance includes costs incurred in obtaining food, shelter, clothing, medical care and personal comfort items;
    2. For the current maintenance of the beneficiary's legal dependents;
    3. If the above expenses have been met, to cover past debts.
  - b. Ensure that all goods and services for which payment is made are properly delivered and rendered.
  - c. After paying expenses listed in section 1, prudently invest those funds remaining for the beneficiary's future needs.
  - d. File accountings as required or requested by the agency administering the benefits.
  - e. File the following reports to the County MDHHS contract manager:
    1. An initial accounting of the ward's estate, including a revenue and expense statement, within thirty (30) days of beginning guardianship/conservatorship services;
    2. Reports of changes in the value of the estate; and,
    3. A copy of all accounting reports submitted to the court.
  - f. The Contractor shall not bill the client or any other entity for services performed under this contract. The Contractor and Probate Court shall be notified by the

local MDHHS if, at any time during the term of the contract, the local MDHHS determines the client to be ineligible for state-paid guardianship/conservatorship services. The Contractor shall provide continuous service to the client as defined in the contract up to the point of such notification and terminate services at that time.

- g. Keep accurate records of payments, receipts and financial transactions undertaken on behalf of the client.
  - h. Carry out all other duties and obligations required by the agency administering the benefits.
  - i. Carry out all other duties and obligations
- 4. Promptly notify the MDHHS Contact Administrator of any changes in the client's circumstances which may affect his or her entitlement to guardianship/conservatorship services as defined in the contract.
- 5. Upon appointment, the guardian or conservator shall:
  - a. If not in regular contact with the ward or beneficiary, the guardian or conservator shall meet with the ward or beneficiary as soon after the appointment as is feasible, but no later than two (2) weeks thereafter.
  - b. Communicate to the ward or beneficiary the role of the guardian or conservator.
  - c. Outline the rights retained by the ward or beneficiary.
  - d. Assess the physical and social situation of the ward or beneficiary; the educational, vocational, medical and recreational needs of the ward; likes and preferences; living conditions; and the general situation and support systems available to the ward or beneficiary.
  - e. Attempt to gather any missing necessary information regarding the ward or beneficiary.
- 6. Guardians of the person shall attempt to have meaningful visits with their wards no less than once a month, but shall have a face-to-face visit with their wards at least once



quarterly. If wards are not visited at least once monthly, the guardian shall have monthly telephone contact with the ward or some individual in-person contact with the ward. Conservators shall have meaningful face-to-face visits with their wards no less than quarterly. Where the guardian has proper authority, a meaningful visit shall consist of, but is not limited to, the following activities:

- a. Conference with service providers/caregivers if the ward lives in a facility;
  - b. Examination of any charts or notes kept regarding the ward;
  - c. Assessment of the appropriateness of maintaining the ward in the current living situation considering social, psychological, educational, vocational, health, and personal care needs;
  - d. Assessment of ward's physical appearance and psychological and emotional state;
  - e. Assessment of the repair, cleanliness, and safety of home or apartment;
  - f. Assessment of the adequacy and condition of the ward's personal possessions if the ward resides in a facility (e.g., clothing, furniture, TV, etc.)
7. Upon the death of a ward or beneficiary, the guardian and/or conservator having appropriate authority shall:
- a. Notify the probate court by submitting a certified copy of the deceased ward's death certificate;
  - b. Notify any agency providing benefits to the ward or beneficiary including the Social Security Administration, the Veteran's Administration, and MDHHS;
  - c. Make arrangements with a funeral home if no family or friends are available to make such arrangements;
  - d. Apply for burial funds, if necessary;

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- e. Turn the ward or beneficiary's assets over to the individual designated by the probate court to receive such assets;
  - f. Submit a final accounting of the ward's estate to the court.
- 8. The guardian and/or conservator shall maintain an individual client case record which shall include a record of all client contacts (in person, by telephone or with other care providers), progress notes, all records and reports required by the probate court and any additional reports and correspondence.
  - 9. The guardian and/or conservator shall implement a grievance procedure, unless a court policy exists, that will inform all clients of their right to a fair hearing in the event of a denial, reduction or termination of service or the Contractor's failure to act upon a request for service within a reasonable time.
  - 10. The guardian and/or conservator shall have a written procedure to assist in making medical decisions, unless a court policy exists.

b. Volume of Service

- 1) Clients - The estimated number of unduplicated eligible clients to be served during the period of this Contract shall be: |determined by referrals.
- 2) Unit Definition(s): One unit equals legal intervention services provided to a client for one (1) month.
- 3) Units: No maximum number of units shall be established in this Contract except that total payments shall not exceed the Contract amount.

2.6. Expected Performance Outcomes

During the Contract, the Contractor shall demonstrate measurable progress toward the achievement of the outcomes listed below:

Each eligible adult client shall receive at least the minimum service outlined in the Contract and as ordered by the County Probate Judge.

2.7. Reporting Requirements

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The Contractor shall submit to MDHHS reports that indicate the status and effectiveness of activities performed under this Contract as indicated:

Reports shall be attached to the Statement of Expenditures and include:

- a. The name of client
- b. Number of contacts
- c. Type of contacts
- d. Any changes in the client's circumstances which may affect his or her entitlement to guardianship/conservatorship services as defined in the contract. (i.e.: income, location, address, assets, etc.)

2.8. Audit Requirements

**Vendor Relationship**

This Contract constitutes a vendor relationship with MDHHS. No financial audit is required under this Contract by MDHHS. No financial audit costs are allowed to be billed to this Contract. In the event the Contractor elects to have a financial audit performed, the submission of the audit report to MDHHS is not required nor desired unless there is a finding of a Going Concern.

The Contractor must immediately report to the MDHHS Office of Quality Assurance and Internal Control accounting irregularities including noncompliance with provisions of this Contract.

2.9. Client Records

For each eligible client served under this Contract, the Contractor shall maintain client case records consisting of:

- a. Eligibility certification documents.
- b. Date of contact with client.
- c. Problem identification.
- d. Methods of service delivery.
- e. Significant contacts with client and significant events.
- f. Other material related to this Contract as may be specified by MDHHS.

2.10. Service Documentation

The Contractor agrees to maintain program records required by MDHHS, program statistical records required by MDHHS, and to produce program narrative and statistical data at times prescribed by, and on forms furnished by, MDHHS.

2.11. Fiscal Requirements

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The Contractor shall maintain a record system that documents the total number of units of service as defined in this Contract and delivered during the term of this Contract. These records shall also document the specific units billed to MDHHS under this Contract.

2.12. Billing

The Contractor shall bill MDHHS for service provided under this Contract using the unit rate established in the Schedule B pricing Matrix Payment.

All invoices submitted to MDHHS must include: (a) date, (b) Contract number, (c) description and dates of Contract Activities performed, (d) unit price, (e) number of units, and (f) total cost. All invoices should reflect actual work done. As a general policy, statements must be forwarded to the MDHHS Accounting Contract Payment Unit at [MDHHS-CPU@michigan.gov](mailto:MDHHS-CPU@michigan.gov) by the 30th day of the following month.

Payments shall be sent to the Contractor's legal address on page one of this Contract. If a different payment mailing address is required, the Contractor shall send a request via email to [MDHHS-CPU@michigan.gov](mailto:MDHHS-CPU@michigan.gov).

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

Costs incurred outside of the term of this Contract shall not be eligible for reimbursement. The unit rate(s) established in this Contract shall remain fixed for the initial term of the Contract.

No services shall be provided or payments made to the Contractor without either a Guardianship/Conservatorship Referral (MDHHS-5544 or equivalent) in the case file, or a signed MDHHS Exception Request (GUARD Contract Client Review MDHHS-5543).

2.13. Criminal Background Check

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

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

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

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

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

Information about CR can be found at [http://www.mi.gov/MDHHS/0,1607,7-124-5452\\_7119\\_48330-180331--,00.html](http://www.mi.gov/MDHHS/0,1607,7-124-5452_7119_48330-180331--,00.html).

The Contractor shall require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Contract, works directly with clients or who has access to client information to notify the Contractor 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.

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

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

If MDHHS determines that an individual provided services under this Contract for any period prior to completion of the required checks as described above, MDHHS may require repayment of any and/or all billed services for the period that the required checks had not been completed.

#### 2.14. Fees and Other Sources of Funding

The Contractor guarantees that any claims made to MDHHS under this Contract shall not be financed by any source other than MDHHS under the terms of this

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Contract. If funding is received through any other source, the Contractor agrees to deduct from the amount billed to MDHHS the greater of either the fee amounts, or the actual costs of the services provided.

The Contractor may not accept reimbursement from a client unless the Contract specifically authorizes such reimbursement in the "Contractor Responsibility" Section. In such case, a detailed fee scale and criteria for charging the fee must be included. If the Contractor accepts reimbursement from a client in accordance with the terms of the Contract, the Contractor shall deduct these fees from billings to MDHHS.

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

## 2.15. Recoupment of Funding and Repayment of Debts

### a. Recoupment of Funding

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

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

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

### b. Repayment of Debts and Other Amounts due MDHHS

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

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

### 3. MDHHS RESPONSIBILITIES

#### 3.1. Maximum Amount of Contract

MDHHS hereby agrees to pay the Contractor an amount not to exceed \$35,856.00 for services performed in accordance with the terms of this Contract exclusively during the period from the begin date to September 30, 2022.

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

| <u>Contract Period</u>                     | <u>Amount</u> |
|--------------------------------------------|---------------|
| Begin date through September 30, 2020      | \$11,952.00   |
| October 1, 2020 through September 30, 2021 | \$11,952.00   |
| October 1, 2021 through September 30, 2022 | \$11,952.00   |

Refer to Schedule B Pricing Matrix for established pricing.

#### 3.2. Performance Evaluation and Monitoring

The services provided by the Contractor under this Contract shall be evaluated and assessed at least annually by MDHHS on the basis of the criteria outlined in Section 2.6.

MDHHS shall perform contract monitoring through activities such as:

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

### 4. STANDARD TERMS



#### 4.1 Duties of Contractor

Contractor must perform the services and provide the deliverables described in Sections 1 and 2 (the "Contract Activities"). An obligation to provide delivery of any commodity is considered a service and is an Contract Activity.

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

Contractor must:

- a. Perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry;
- b. Meet or exceed the performance and operational standards, and specifications of this Contract;
- c. Provide all Contract Activities in good quality, with no material defects;
- d. Not interfere with MDHHS's operations;
- e. Obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Contract;
- f. Cooperate with MDHHS, including MDHHS's quality assurance personnel, and any third party to achieve the objectives of this Contract;
- g. Return to MDHHS any State-furnished equipment or other resources in the same condition as when provided when no longer required for this Contract;
- h. Not make any media releases without prior written authorization from MDHHS;
- i. Assign to MDHHS any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of this Contract;
- j. Comply with all State physical and IT security policies and standards which will be made available upon request; and
- k. Provide MDHHS priority in performance of this Contract except as mandated by federal disaster response requirements.

Any breach under this provision is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

#### 4.2 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified

by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

4.3 Reserved

4.4 Reserved

4.5 Reserved

4.6 Reserved

4.7 Liability

The Contractor assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Contractor 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 Contractor, any of its subcontractors, or anyone directly or indirectly employed by the grantee.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor 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.

4.8 Extended Purchasing Program

This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon written agreement between MDHHS and Contractor, this Contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. MDHHS reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

4.9 Independent Contractor

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

#### 4.10 Subcontracting

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

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

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

#### 4.11 Staffing

MDHHS's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

#### 4.12 Reserved

#### 4.13 Assignment

Contractor may not assign this Contract to any other party without the prior approval of MDHHS. Upon notice to Contractor, MDHHS, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If MDHHS determines that a novation of this Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

#### 4.14 Change of Control

Contractor will notify, within 30 days of any public announcement or otherwise once legally permitted to do so, MDHHS of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following:

- a. A sale of more than 50% of Contractor's stock;
- b. A sale of substantially all of Contractor's assets;
- c. A change in a majority of Contractor's board members;
- d. Consummation of a merger or consolidation of Contractor with any other entity;
- e. A change in ownership through a transaction or series of transactions; or
- f. The board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

#### 4.15 Reserved

#### 4.16 Acceptance

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

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

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

4.17 Reserved

4.18 Reserved

4.19 Reserved

4.20 Terms of Payment

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

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

MDHHS will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, MDHHS is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, MDHHS reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by MDHHS to Contractor under this Contract.

4.21 Reserved

#### 4.22 Stop Work Order

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

#### 4.23 Termination for Cause

MDHHS may terminate this Contract for cause, in whole or in part, if Contractor, as determined by MDHHS:

- a. Endangers the value, integrity, or security of any location, data, or personnel;
- b. Becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor;
- c. Engages in any conduct that may expose MDHHS to liability;
- d. Breaches any of its material duties or obligations; or
- e. Fails to cure a breach within the time stated in a notice of breach.

Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If MDHHS terminates this Contract under this Section, MDHHS will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 4.24, Termination for Convenience.

MDHHS will only pay for amounts due to Contractor for Contract Activities accepted by MDHHS on or before the date of termination, subject to MDHHS's right to set off any amounts owed by the Contractor for MDHHS's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by MDHHS in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs MDHHS incurs to procure the Contract Activities from other sources.

#### 4.24 Termination for Convenience

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MDHHS may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 4.25, Transition Responsibilities. If MDHHS terminates this Contract for convenience, MDHHS will pay all reasonable costs, as determined by MDHHS, for MDHHS approved Transition Responsibilities.

The Contractor may terminate this Contract upon 30 days written notice to MDHHS at any time prior to the completion of the Contract period

#### 4.25 Transition Responsibilities

Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by MDHHS (not to exceed 120 calendar days), provide all reasonable transition assistance requested by MDHHS, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDHHS or its designees. Such transition assistance may include, but is not limited to:

- a. Continuing to perform the Contract Activities at the established Contract rates;
- b. Taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to MDHHS or MDHHS's designee;
- c. Taking all necessary and appropriate steps, or such other action as MDHHS may direct, to preserve, maintain, protect, or return to MDHHS all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of MDHHS;
- d. Transferring title in and delivering to MDHHS, at MDHHS's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and
- e. Preparing an accurate accounting from which MDHHS and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities").

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

#### 4.26 General Indemnification

Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless,

without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to:

- a. Any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract;
- b. Any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party;
- c. Any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and
- d. Any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

MDHHS will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of MDHHS, demonstrate its financial ability to carry out these obligations.

MDHHS is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if MDHHS deems necessary. Contractor will not, without MDHHS's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, MDHHS may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent MDHHS may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

#### 4.27 Infringement Remedies

If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense:



- a. Procure for MDHHS the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor,
- b. Replace or modify the same so that it becomes non-infringing; or
- c. Accept its return by MDHHS with appropriate credits to MDHHS against Contractor's charges and reimburse MDHHS for any losses or costs incurred as a consequence of MDHHS ceasing its use and returning it.

#### 4.28 Limitation of Liability and Disclaimer of Damager

In no event will the state's aggregate liability to contractor under this contract, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract, exceed the maximum amount of fees payable under this contract. MDHHS is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

#### 4.29 Disclosure of Litigation, or Other Proceeding

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

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

#### 4.30 Reserved

#### 4.31 State Data

- a. Ownership. MDHHS's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes:

- 1) MDHHS's data collected, used, processed, stored, or generated as the result of the Contract Activities;
- 2) Personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as

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an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and,

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

This Section survives the termination of this Contract.

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

- 1) Keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;
- 2) Use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and
- 3) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than MDHHS without MDHHS's prior written consent.

This Section survives the termination of this Contract.

- c. Extraction of State Data. Contractor must, within five business days of MDHHS's request, provide MDHHS, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by MDHHS.

- d. Backup and Recovery of State Data. Unless otherwise specified in Section 2.5 – Services to be Delivered, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Section 2.5 – Services to be Delivered, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two hours at any point in time.

e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable:

- 1) Notify MDHHS as soon as practicable but no later than 24 hours of becoming aware of such occurrence;
- 2) Cooperate with MDHHS in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by MDHHS;
- 3) In the case of PII or PHI, at MDHHS's sole election, (i) with approval and assistance from MDHHS, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or (ii) reimburse MDHHS for any costs in notifying the affected individuals;
- 4) In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
- 5) Perform or take any other actions required to comply with applicable law as a result of the occurrence;
- 6) Pay for any costs associated with the occurrence, including but not limited to any costs incurred by MDHHS in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution;
- 7) Without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless MDHHS for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from MDHHS in connection with the occurrence;
- 8) Be responsible for recreating lost State Data in the manner and on the schedule set by MDHHS without charge to MDHHS; and,
- 9) Provide to MDHHS a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the

loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. MDHHS will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by MDHHS in writing prior to its dissemination. The parties agree that any damages relating to a breach of this Section 31 are to be considered direct damages and not consequential damages.

This Section survives termination or expiration of this Contract.

- f. State's Governance, Risk and Compliance (GRC) platform. Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform, and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

#### 4.32 Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that:

- 1) Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
- 2) 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; and,
- 3) Should reasonably be recognized as confidential information of the disclosing party.

The term "Confidential Information" does not include any information or documentation that was:

- 1) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);

- 2) Already in the possession of the receiving party without an obligation of confidentiality;
- 3) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
- 4) Obtained from a source other than the disclosing party without an obligation of confidentiality; or,
- 5) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree 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 Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where:

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

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

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately

compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of MDHHS, at the sole election of MDHHS, the immediate termination, without liability to MDHHS, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to MDHHS following the timeframe and procedure described further in this Contract. Should Contractor or MDHHS determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other party. However, MDHHS's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

#### 4.33 Data Privacy and Information Security

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:
  - 1) Ensure the security and confidentiality of the State Data;
  - 2) Protect against any anticipated threats or hazards to the security or integrity of the State Data;
  - 3) Protect against unauthorized disclosure, access to, or use of the State Data;
  - 4) Ensure the proper disposal of State Data; and
  - 5) Ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by MDHHS, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to MDHHS.

- c. Right of Audit by the State. Without limiting any other audit rights of MDHHS, MDHHS has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, MDHHS, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by MDHHS, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by MDHHS regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by MDHHS or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. MDHHS reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if MDHHS determines that Contractor fails or has failed to meet its obligations under this Section.

4.34 Reserved

4.35 Reserved

4.36 Records Maintenance, Inspection, Examination, and Audit

MDHHS or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to MDHHS or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the term of this Contract and for four years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

#### 4.37 Warranties and Representations

Contractor represents and warrants:

- a. Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use;
- b. All Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect;
- c. The Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;
- d. Contractor must assign or otherwise transfer to MDHHS or its designee any manufacturer's warranty for the Contract Activities;
- e. The Contract Activities are merchantable and fit for the specific purposes identified in this Contract;
- f. The Contract signatory has the authority to enter into this Contract;
- g. All information furnished by Contractor in connection with this Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform MDHHS of any material adverse changes; and
- h. All information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that;
- i. Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606

#### 4.38 Conflicts and Ethics

Contractor will uphold high ethical standards and is prohibited from:

- a. Holding or acquiring an interest that would conflict with this Contract;
- b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Contract;
- 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 Contractor, any consideration contingent upon the award of this Contract.



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

4.39 Compliance with Laws

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

4.40 Reserved

4.41 Reserved

4.42 Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

4.43 Unfair Labor Practice

Under MCL 423.324, MDHHS may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

4.44 Governing Law

This Contract 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 Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.

4.45 Non-Exclusivity

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Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

#### 4.46 Force Majeure

Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, MDHHS may immediately contract with a third party.

#### 4.47 Dispute Resolution

The parties will endeavor to resolve any Contract dispute in accordance with this provision. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

#### 4.48 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written MDHHS approval, and then only in accordance with the explicit written instructions of MDHHS.

#### 4.49 Website Incorporation

MDHHS is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

4.50 Schedules

All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule B Pricing Matrix

4.51 Entire Agreement

This Contract is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities.

4.52 Severability

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

4.53 Waiver

Failure to enforce any provision of this Contract will not constitute a waiver.

4.54 Survival

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

4.55 Contract Modification

This Contract may not be amended except by signed agreement between the parties. Notwithstanding the foregoing, no subsequent Statement of Work or amendment executed after the effective date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

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

4.56 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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Assurance is hereby given to MDHHS that the Contractor will comply with Federal Regulation, 2 CFR part 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- b. Have not within a five-year period preceding this Contract been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) 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;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in section 2;
- d. Have not within a five-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not committed an act of so serious or compelling a nature that it affects your present responsibilities.

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

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

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

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

If the state finds that grounds to debar exist, it shall send notice to the Contractor of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a hearing. If the Contractor does not respond with a written request for a hearing within 20 calendar days, the state shall issue the

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decision to debar without a hearing. The debarment period may be of any length up to eight years.

## 5. FEDERAL PROVISIONS

### Addendum – Federal Provisions

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

#### **1. Federally Assisted Construction Contracts**

If this contract is a “**federally assisted construction contract**” as defined in 41 CRF Part 60-1.3, and except as otherwise may be provided under 41 CRF Part 60, then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

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an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **2. Davis-Bacon Act (Prevailing Wage)**

If applicable, the Contractor (and its subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

## **3. Copeland "Anti-Kickback" Act**

If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## **4. Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

## **5. Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **6. Clean Air Act**

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

## **7. Debarment and Suspension**

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A “contract award” (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **8. Byrd Anti-Lobbying Amendment**

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under 31 USC 1352.

#### **9. Procurement of Recovered Materials**

Under 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



Contract Number: CT190000000359

**State of Michigan**  
**Michigan Department of Health and Human Services**  
Contract No. CT190000000359  
Legal Intervention (Guardianship and Conservatorship)

**SCHEDULE B**  
**PRICING MATRIX**

MDHHS shall make payments to the Contractor based upon the following rates per unit of service delivered as identified below:

| <u>Unit Title</u>                                                 | <u>Rate</u>     |
|-------------------------------------------------------------------|-----------------|
| Legal Intervention (includes<br>Guardianship and Conservatorship) | \$83/ per month |

| <b>Contract Period</b>                     | <b>Contract Amount</b> |
|--------------------------------------------|------------------------|
| Begin date through September 30, 2020      | \$11,952.00            |
| October 1, 2020 through September 30, 2021 | \$11,952.00            |
| October 1, 2021 through September 30, 2022 | \$11,952.00            |
| <b>Total</b>                               | <b>\$35,856.00</b>     |

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

Costs incurred outside of the term of this Contract shall not be eligible for reimbursement. The unit rate(s) established in this Contract shall remain fixed for the initial term of the Contract.

**CONTRACT NUMBER:** CT190000000359

**AMENDMENT NUMBER:** 1

**Between**

**THE STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**And**

|                    |                                                                |
|--------------------|----------------------------------------------------------------|
| CONTRACTOR         | County of St. Clair                                            |
| CONTRACTOR ADDRESS | Public Guardian, 201 McMorran Blvd., Port Huron, MI 48060-4006 |
| CONTRACTOR EMAIL   | mmcmillan@stclaircounty.org                                    |

|                        |                        |                             |
|------------------------|------------------------|-----------------------------|
| STATE CONTACT          | NAME                   | EMAIL                       |
| Contract Administrator | Heather Robinson-Moore | robinsonmooreh@michigan.gov |
| BGP Analyst            | Mae Johnson            | johnsonm65@michigan.gov     |

| CONTRACT SUMMARY       |                                                       |                         |                    |
|------------------------|-------------------------------------------------------|-------------------------|--------------------|
| SERVICE DESCRIPTION    | Legal Intervention (Guardianship and Conservatorship) |                         |                    |
| GEOGRAPHIC AREA        | St. Clair County                                      |                         |                    |
| INITIAL EFFECTIVE DATE | October 1, 2019                                       | CURRENT EXPIRATION DATE | September 30, 2022 |
| CURRENT CONTRACT VALUE | \$35,856.00                                           |                         |                    |
| CONTRACT TYPE          | Unit Rate                                             |                         |                    |

| AMENDMENT DESCRIPTION  |                                                                                                                                                                     |                                        |                     |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------|
| EXTEND EXPIRATION DATE | <input type="checkbox"/> YES                                                                                                                                        | <input checked="" type="checkbox"/> NO | NEW EXPIRATION DATE |
| AMENDMENT AMOUNT       | ESTIMATED REVISED AGGREGATE CONTRACT VALUE                                                                                                                          |                                        |                     |
| \$N/A                  | <input type="checkbox"/> INCREASE                                                                                                                                   | <input type="checkbox"/> DECREASE      | \$35,856.00         |
| NATURE OF CHANGE       | Effective October 1, 2020 the contract number is changed from CT 190000000359 to MA 200000000991.<br>Additional changes are incorporated per the attached articles. |                                        |                     |

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

**FOR THE CONTRACTOR:**

County of St. Clair

Contractor

Signature of Director or Authorized Designee

Print Name

Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

E-SIGNED by Terri Smith  
on 2020-09-29 12:06:46 EDT

Signature of Director or Authorized Designee

Terri Smith  
Director, Purchasing Division

Print Name

2020-09-29 12:06:46 UTC

Date

Contract Number: CT190000000359  
Amendment Number: 1

**STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective October 1, 2019, with County of St. Clair (hereinafter referred to as "Contractor"), having a mailing address of Public Guardian, 201 McMorran Blvd., Port Huron, MI 48060-4006, for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment shall be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

**Article I**

This amendment shall be effective on the date of MDHHS signature unless otherwise identified in the articles below.

**Article II**

Effective October 1, 2020 the contract number is changed from CT 190000000359 to MA 200000000991.

**Article III**

In Section 3, MDHHS RESPONSIBILITIES, Item 3.1, Maximum Amount of Contract, shall be deleted and replaced with:

3.1 Maximum Amount of Contract

MDHHS hereby agrees to pay the Contractor an amount not to exceed the total contract amount in Schedule B Pricing Matrix for services performed in accordance with the terms of this Contract exclusively during the period identified in Schedule B Pricing Matrix.

Refer to Schedule B Pricing Matrix for established pricing.

Contract Number: CT190000000359

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#### **Article IV**

The existing Schedule B Pricing Matrix is effective through September 30, 2020.

In addition, this amendment is attaching a second Schedule B Pricing Matrix effective October 1, 2020.

Refer to the appropriate Schedule B Pricing Matrix for established pricing.

#### **Article V**

Effective October 1, 2020, in Section 2, CONTRACTOR RESPONSIBILITIES, Item 2.12, Billing, shall be deleted and replaced with:

##### **2.12. Billing**

The Contractor shall bill MDHHS for service provided under this Contract using the unit rates established in the Schedule B pricing Matrix Payment.

All invoices submitted to MDHHS must include: (a) date, (b) Contract number, (c) Delivery Order Number (d) description and dates of Contract Activities performed, (e) unit price, (f) number of units, and (g) total cost. All invoices should reflect actual work done. As a general policy, invoices must be forwarded to the MDHHS Bureau of Finance and Accounting at MDHHS-CPU@michigan.gov by the 30th day of the following month.

No services shall be provided, or payments made to the Contractor without either a Guardianship/Conservatorship Referral (MDHHS-5544 or equivalent) in the case file, or a signed MDHHS Exception Request (GUARD Contract Client Review MDHHS-5543).

#### **Article VI**

In Section 4., CONTRACTOR RESPONSIBILITIES, Item 4.7, Reserved, shall be deleted and replaced with:

##### **4.7 Liability**

The Contractor assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Contractor 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 Contractor, any of its subcontractors, or anyone directly or indirectly employed by the grantee.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor 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.

### **Article VII**

Section 5., FEDERAL PROVISIONS ADDENDUM, shall be deleted and replaced with:

#### **5. FEDERAL PROVISIONS ADDENDUM**

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

##### **A. Equal Employment Opportunity**

If this Contract is a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 8) in every subcontract or delivery order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or delivery order as the administering agency

may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **B. Davis-Bacon Act (Prevailing Wage)**

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

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Construction”), and during performance of this Contract the Contractor agrees as follows:

- 1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3) Additionally, contractors are required to pay wages not less than once a week.

#### **C. Copeland “Anti-Kickback” Act**

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- 1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

#### **D. Contract Work Hours and Safety Standards Act**

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by



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Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

- 1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

#### **E. Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **F. Clean Air Act and the Federal Water Pollution Control Act**

If this Contract is in excess of \$150,000, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671g) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

##### Clean Air Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

##### Federal Water Pollution Control Act

- 1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

#### **G. Debarment and Suspension**

A “contract award” (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **H. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award **exceeding \$100,000** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **I. Procurement of Recovered Materials**

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or

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- c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **J. Additional FEMA Contract Provisions.**

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- 1) Access to Records. The following access to records requirements apply to this contract:
  - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  - d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### 2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

#### 3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### 4) Compliance with Federal Law, Regulations, and Executive Orders

Contract Number: CT190000000359  
Amendment Number: 1

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Contract Number: CT190000000359

Amendment Number: 1

### **Exhibit 1 - Byrd Anti-Lobbying Certification**

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

#### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

---

Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date

Contract Number: CT190000000359  
Amendment Number: 1

**State of Michigan**  
**Michigan Department of Health and Human Services**  
Contract No. MA 200000000991  
Legal Intervention (Guardianship and Conservatorship)

**SCHEDULE B**  
**PRICING MATRIX**  
**Effective October 1, 2020**

MDHHS shall make payments to the Contractor based upon the following rates per unit of service delivered as identified below:

| <u>Unit Title</u>                                                 | <u>Rate</u>     |
|-------------------------------------------------------------------|-----------------|
| Legal Intervention (includes<br>Guardianship and Conservatorship) | \$83/ per month |

| <b>Contract Period</b>                | <b>Contract Amount</b> |
|---------------------------------------|------------------------|
| Begin date through September 30, 2022 | \$35,856.00            |
| <b>Total</b>                          | <b>\$35,856.00</b>     |

- 1) Dollar amounts allocated for services, are identified in the annual fiscal year Delivery Order (DO).
- 2) The annual fiscal year DO number must be included on all invoices sent to [MDHHS-CPU@michigan.gov](mailto:MDHHS-CPU@michigan.gov) in order to ensure prompt payment.

Costs incurred outside of the term of this Contract shall not be eligible for reimbursement. The unit rate(s) established in this Contract shall remain fixed for the initial term of the Contract.

**CONTRACT NUMBER:** MA200000000991

**AMENDMENT NUMBER:** 2

Between

**THE STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

And

|                    |                                                           |
|--------------------|-----------------------------------------------------------|
| CONTRACTOR         | County of St. Clair                                       |
| CONTRACTOR ADDRESS | Public Guardian, 201 McMorran Blvd., Port Huron, MI 49060 |
| CONTRACTOR EMAIL   | mmcmillan@stclaircounty.org                               |

|                        |                        |                             |
|------------------------|------------------------|-----------------------------|
| STATE CONTACT          | NAME                   | EMAIL                       |
| Contract Administrator | Heather Robinson-Moore | robinsonmooreh@michigan.gov |
| BGP Analyst            | Mae Johnson            | johnsonm65@michigan.gov     |

| CONTRACT SUMMARY       |                                                       |                         |                    |
|------------------------|-------------------------------------------------------|-------------------------|--------------------|
| SERVICE DESCRIPTION    | Legal Intervention (Guardianship and Conservatorship) |                         |                    |
| GEOGRAPHIC AREA        | St. Clair County                                      |                         |                    |
| INITIAL EFFECTIVE DATE | October 1, 2019                                       | CURRENT EXPIRATION DATE | September 30, 2022 |
| CURRENT CONTRACT VALUE | \$35,856.00                                           |                         |                    |
| CONTRACT TYPE          | Unit Rate                                             |                         |                    |

| AMENDMENT DESCRIPTION    |                                                                                    |                                   |                                            |                     |
|--------------------------|------------------------------------------------------------------------------------|-----------------------------------|--------------------------------------------|---------------------|
| OPTION                   | LENGTH OF OPTION                                                                   | EXTENSION                         | LENGTH OF EXTENSION                        | NEW EXPIRATION DATE |
| <input type="checkbox"/> |                                                                                    | <input type="checkbox"/>          |                                            |                     |
| AMENDMENT AMOUNT         |                                                                                    |                                   | ESTIMATED REVISED AGGREGATE CONTRACT VALUE |                     |
| \$4,980.00               | <input checked="" type="checkbox"/> INCREASE                                       | <input type="checkbox"/> DECREASE | \$40,836.00                                |                     |
| NATURE OF CHANGE         | Effective upon MDHHS signature, this amendment increases the total contract value. |                                   |                                            |                     |

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

**FOR THE CONTRACTOR:**

County of St. Clair

---

Contractor

E-SIGNED by Mike Mcmillan  
on 2021-04-21 10:45:11 EDT

---

Signature of Director or Authorized Designee

Mike Mcmillan

---

Print Name

2021-04-21 10:45:11 UTC

---

Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

---

E-SIGNED by Terri Smith  
on 2021-04-21 16:43:07 EDT

---

Signature of Director or Authorized Designee

Terri Smith

Director, Purchasing Division

---

Print Name

2021-04-21 16:43:07 UTC

---

Date



Contract Number: MA200000000991  
Amendment Number: 2

**STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective October 1, 2019, with County of St. Clair (hereinafter referred to as "Contractor"), having a mailing address of Public Guardian, 201 McMorran Blvd., Port Huron, MI 49060, for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment will be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

**Article I**

This amendment will be effective on the date of MDHHS signature.

**Article II**

The maximum dollar amount of the Contract will be increased by \$4,980.00 from \$35,856.00 to \$40,836.00 for the period October 1, 2019, through September 30, 2022.

The existing Schedule B Pricing Matrix will be deleted and replaced with the attached Schedule B Pricing Matrix.

Contract Number: MA200000000991

Amendment Number: 2

**State of Michigan**  
**Michigan Department of Health and Human Services**  
Legal Intervention (Guardianship and Conservatorship)

**SCHEDULE B**  
**PRICING MATRIX**

MDHHS must make payments to the Contractor based upon the following rates per unit of service delivered as identified below:

| <u>Unit Title</u>                                                 | <u>Rate</u>     |
|-------------------------------------------------------------------|-----------------|
| Legal Intervention (includes<br>Guardianship and Conservatorship) | \$83/ per month |

Payments must not exceed the amounts allocated as identified below. Payments made above the allocated amounts identified will require an amendment to the contract.

| <b>Contract Period</b>                | <b>Contract Amount</b> |
|---------------------------------------|------------------------|
| Begin date through September 30, 2022 | \$40,836.00            |

- 1) Dollar amounts allocated for services, are identified in the annual fiscal year Delivery Order (DO).
- 2) The annual fiscal year DO number must be included on all invoices sent to [MDHHS-CPU@michigan.gov](mailto:MDHHS-CPU@michigan.gov) in order to ensure prompt payment.

Costs incurred outside of the term of this Contract shall not be eligible for reimbursement. The unit rate(s) established in this Contract shall remain fixed for the initial term of the Contract.

**CONTRACT NUMBER:** MA 200000000991

**AMENDMENT NUMBER:** 3

Between

**THE STATE OF MICHIGAN**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

And

|                    |                                                           |
|--------------------|-----------------------------------------------------------|
| CONTRACTOR         | County of St. Clair                                       |
| CONTRACTOR ADDRESS | Public Guardian, 201 McMorran Blvd., Port Huron, MI 49060 |
| CONTRACTOR EMAIL   | mmcmillan@stclaircounty.org                               |

|                        |                 |                         |
|------------------------|-----------------|-------------------------|
| STATE CONTACT          | NAME            | EMAIL                   |
| Contract Administrator | Cathy Niedecken | NiedeckenC@michigan.gov |
| BGP Analyst            | Mae Johnson     | johnsonm65@michigan.gov |

| CONTRACT SUMMARY       |                                                       |                         |                    |
|------------------------|-------------------------------------------------------|-------------------------|--------------------|
| SERVICE DESCRIPTION    | Legal Intervention (Guardianship and Conservatorship) |                         |                    |
| GEOGRAPHIC AREA        | St. Clair County                                      |                         |                    |
| INITIAL EFFECTIVE DATE | October 1, 2019                                       | CURRENT EXPIRATION DATE | September 30, 2022 |
| CURRENT CONTRACT VALUE | \$40,836.00                                           |                         |                    |
| CONTRACT TYPE          | Unit Rate                                             |                         |                    |

| AMENDMENT DESCRIPTION               |                                                                                                                                                 |                                   |                                            |                     |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------------------------------------------|---------------------|
| OPTION                              | LENGTH OF OPTION                                                                                                                                | EXTENSION                         | LENGTH OF EXTENSION                        | NEW EXPIRATION DATE |
| <input checked="" type="checkbox"/> | 1 Year                                                                                                                                          | <input type="checkbox"/>          |                                            | September 30, 2023  |
| AMENDMENT AMOUNT                    |                                                                                                                                                 |                                   | ESTIMATED REVISED AGGREGATE CONTRACT VALUE |                     |
| \$11,952.00                         | <input checked="" type="checkbox"/> INCREASE                                                                                                    | <input type="checkbox"/> DECREASE | \$52,788.00                                |                     |
| NATURE OF CHANGE                    | Effective upon MDHHS signature, this amendment exercises an option year, increases the total contract value, and replaces section 2.12 Billing. |                                   |                                            |                     |

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

**FOR THE CONTRACTOR:**

County of St. Clair

Contractor

E-SIGNED by Mike Mcmillan  
on 2022-01-20 14:31:31 EST

Signature of Director or Authorized Designee

Mike Mcmillan

Print Name

2022-01-20 14:31:31 UTC

Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

E-SIGNED by Terri Smith  
on 2022-01-21 09:33:44 EST

Signature of Director or Authorized Designee

Terri Smith  
Director, Purchasing Division

Print Name

2022-01-21 09:33:44 UTC

Date

Contract Number: MA 200000000991  
Amendment Number: 3

**STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective October 1, 2019, with County of St. Clair (hereinafter referred to as "Contractor"), having a mailing address of Public Guardian, 201 McMorran Blvd., Port Huron, MI 49060, for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment will be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

**Article I**

This amendment will be effective on the date of MDHHS signature.

**Article II**

MDHHS will exercise the first of two, one-year options to renew. Therefore, the end date of the Contract will be changed from September 30, 2022 to September 30, 2023.

**Article III**

The maximum dollar amount of the Contract will be increased by \$11,952.00 from \$40,836.00 to \$52,788.00 for the period October 1, 2019, through September 30, 2023.

The existing Schedule B Pricing Matrix will be deleted and replaced with the attached Schedule B Pricing Matrix.

**Article IV**

In Section 2., CONTRACTOR RESPONSIBILITIES, Item 2.12, Billing, will be deleted and replaced with:

Contract Number: MA 200000000991

Amendment Number: 3

## 2.12 Billing

The Contractor must bill MDHHS for service provided under this Contract using the unit rate(s) established in Schedule B Pricing Matrix.

All invoices submitted to MDHHS must include: (a) date, (b) Contract number, (c) Delivery Order number if applicable (d) description and dates of Contract Activities performed, (e) unit price, (f) number of units, and (g) total cost. All invoices should reflect actual work done. Invoices must be submitted as directed by the fiscal year delivery order by the 30<sup>th</sup> day of the following month.

Contract Number: MA 200000000991

Amendment Number: 3

**State of Michigan**  
**Michigan Department of Health and Human Services**  
Legal Intervention (Guardianship and Conservatorship)

**SCHEDULE B**  
**PRICING MATRIX**

MDHHS must make payments to the Contractor based upon the following rates per unit of service delivered as identified below:

| <u>Unit Title</u>                                                 | <u>Rate</u>     |
|-------------------------------------------------------------------|-----------------|
| Legal Intervention (includes<br>Guardianship and Conservatorship) | \$83/ per month |

Payments must not exceed the amounts allocated as identified below. Payments made above the allocated amounts identified will require an amendment to the contract.

| <b>Contract Period</b>                | <b>Contract Amount</b> |
|---------------------------------------|------------------------|
| Begin date through September 30, 2023 | \$52,788.00            |

- 1) Dollar amounts allocated for services and any applicable actual cost component(s) are identified in the annual fiscal year Delivery Order (DO).
- 2) The annual fiscal year DO number must be included on all invoices in order to ensure prompt payment.

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

The unit rate(s) established in this Contract shall remain fixed for the initial term of the Contract.

**CONTRACT NUMBER:** MA 200000000991

**AMENDMENT NUMBER:** 4

Between

**THE STATE OF MICHIGAN**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

And

|                    |                                                           |
|--------------------|-----------------------------------------------------------|
| CONTRACTOR         | County of St. Clair                                       |
| CONTRACTOR ADDRESS | Public Guardian, 201 McMorran Blvd., Port Huron, MI 49060 |
| CONTRACTOR EMAIL   | mmcmillan@stclaircounty.org                               |

|                        |                 |                         |
|------------------------|-----------------|-------------------------|
| STATE CONTACT          | NAME            | EMAIL                   |
| Contract Administrator | Cathy Niedecken | NiedeckenC@michigan.gov |
| BGP Analyst            | Amanda Herren   | herrena1@michigan.gov   |

| CONTRACT SUMMARY       |                                                       |                         |                    |
|------------------------|-------------------------------------------------------|-------------------------|--------------------|
| SERVICE DESCRIPTION    | Legal Intervention (Guardianship and Conservatorship) |                         |                    |
| GEOGRAPHIC AREA        | St. Clair County                                      |                         |                    |
| INITIAL EFFECTIVE DATE | October 1, 2019                                       | CURRENT EXPIRATION DATE | September 30, 2023 |
| CURRENT CONTRACT VALUE | \$52,788.00                                           |                         |                    |
| CONTRACT TYPE          | Unit Rate                                             |                         |                    |

| AMENDMENT DESCRIPTION    |                                                                                    |                                   |                                            |                     |
|--------------------------|------------------------------------------------------------------------------------|-----------------------------------|--------------------------------------------|---------------------|
| OPTION                   | LENGTH OF OPTION                                                                   | EXTENSION                         | LENGTH OF EXTENSION                        | NEW EXPIRATION DATE |
| <input type="checkbox"/> |                                                                                    | <input type="checkbox"/>          |                                            | September 30, 2023  |
| AMENDMENT AMOUNT         |                                                                                    |                                   | ESTIMATED REVISED AGGREGATE CONTRACT VALUE |                     |
| \$5,312.00               | <input checked="" type="checkbox"/> INCREASE                                       | <input type="checkbox"/> DECREASE | \$58,100.00                                |                     |
| NATURE OF CHANGE         | Effective upon MDHHS signature, this amendment increases the total contract value. |                                   |                                            |                     |

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

**FOR THE CONTRACTOR:**

County of St. Clair

---

E-SIGNED by Mike Mcmillan  
on 2022-04-12 09:53:51 EDT

---

Signature of Director or Authorized Designee  
Mike Mcmillan

---

Print Name  
2022-04-12 09:53:51 UTC

---

Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

---

E-SIGNED by Terri Smith  
on 2022-04-12 14:46:43 EDT

---

Signature of Director or Authorized Designee  
Terri Smith  
Director, Purchasing Division

---

Print Name  
2022-04-12 14:46:43 UTC

---

Date

Contract Number: MA 200000000991  
Amendment Number: 4

**STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective October 1, 2019, with County of St. Clair (hereinafter referred to as "Contractor"), having a mailing address of Public Guardian, 201 McMorran Blvd., Port Huron, MI 49060, for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment will be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

**Article I**

This amendment will be effective on the date of MDHHS signature.

**Article II**

The maximum dollar amount of the Contract will be increased by \$5,312.00 from \$52,788.00 to \$58,100.00 for the period October 1, 2019, through September 30, 2023.

The existing Schedule B Pricing Matrix will be deleted and replaced with the attached Schedule B Pricing Matrix.



Contract Number: MA 200000000991

Amendment Number: 4

**State of Michigan**  
**Michigan Department of Health and Human Services**  
Legal Intervention (Guardianship and Conservatorship)

**SCHEDULE B**  
**PRICING MATRIX**

MDHHS must make payments to the Contractor based upon the following rates per unit of service delivered as identified below:

| <u>Unit Title</u>                                                 | <u>Rate</u>     |
|-------------------------------------------------------------------|-----------------|
| Legal Intervention (includes<br>Guardianship and Conservatorship) | \$83/ per month |

Payments must not exceed the amounts allocated as identified below. Payments made above the allocated amounts identified will require an amendment to the contract.

| <b>Contract Period</b>                | <b>Contract Amount</b> |
|---------------------------------------|------------------------|
| Begin date through September 30, 2023 | \$58,100.00            |

- 1) Dollar amounts allocated for services and any applicable actual cost component(s) are identified in the annual fiscal year Delivery Order (DO).
- 2) The annual fiscal year DO number must be included on all invoices in order to ensure prompt payment.

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

The unit rate(s) established in this Contract shall remain fixed for the initial term of the Contract.

**CONTRACT NUMBER:** MA 200000000991

**AMENDMENT NUMBER:** 5

**Between**

**THE STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**And**

|                    |                                                           |
|--------------------|-----------------------------------------------------------|
| CONTRACTOR         | County of St. Clair                                       |
| CONTRACTOR ADDRESS | Public Guardian, 201 McMorran Blvd., Port Huron, MI 49060 |
| CONTRACTOR EMAIL   | mmcmillan@stclaircounty.org                               |

|                        |                 |                         |
|------------------------|-----------------|-------------------------|
| STATE CONTACT          | NAME            | EMAIL                   |
| Contract Administrator | Cathy Niedecken | NiedeckenC@michigan.gov |
| BGP Analyst            | Amanda Herren   | herrena1@michigan.gov   |

| CONTRACT SUMMARY       |                                                       |                         |                    |
|------------------------|-------------------------------------------------------|-------------------------|--------------------|
| SERVICE DESCRIPTION    | Legal Intervention (Guardianship and Conservatorship) |                         |                    |
| GEOGRAPHIC AREA        | St. Clair County                                      |                         |                    |
| INITIAL EFFECTIVE DATE | October 1, 2019                                       | CURRENT EXPIRATION DATE | September 30, 2023 |
| CURRENT CONTRACT VALUE | \$58,100.00                                           |                         |                    |
| CONTRACT TYPE          | Unit Rate                                             |                         |                    |

| AMENDMENT DESCRIPTION    |                                                                                    |                                   |                                            |                     |
|--------------------------|------------------------------------------------------------------------------------|-----------------------------------|--------------------------------------------|---------------------|
| OPTION                   | LENGTH OF OPTION                                                                   | EXTENSION                         | LENGTH OF EXTENSION                        | NEW EXPIRATION DATE |
| <input type="checkbox"/> |                                                                                    | <input type="checkbox"/>          |                                            | September 30, 2023  |
| AMENDMENT AMOUNT         |                                                                                    |                                   | ESTIMATED REVISED AGGREGATE CONTRACT VALUE |                     |
| \$3,486.00               | <input checked="" type="checkbox"/> INCREASE                                       | <input type="checkbox"/> DECREASE | \$61,586.00                                |                     |
| NATURE OF CHANGE         | Effective upon MDHHS signature, this amendment increases the total contract value. |                                   |                                            |                     |

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

**FOR THE CONTRACTOR:**

County of St. Clair

---

Contractor  
E-SIGNED by Mike Mcmillan  
on 2022-05-24 13:37:26 EDT

---

Signature of Director or Authorized Designee  
Mike Mcmillan

---

Print Name  
2022-05-24 13:37:26 UTC

---

Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

---

E-SIGNED by Terri Smith  
on 2022-05-24 14:38:17 EDT

---

Signature of Director or Authorized Designee  
Terri Smith  
Director, Purchasing Division

---

Print Name  
2022-05-24 14:38:17 UTC

---

Date

Contract Number: MA 200000000991  
Amendment Number: 5

**STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective October 1, 2019, with County of St. Clair (hereinafter referred to as "Contractor"), having a mailing address of Public Guardian, 201 McMorran Blvd., Port Huron, MI 49060, for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment will be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

**Article I**

This amendment will be effective on the date of MDHHS signature.

**Article II**

The maximum dollar amount of the Contract will be increased by \$3,486.00 from \$58,100.00 to \$61,586.00 for the period October 1, 2019, through September 30, 2023.

The existing Schedule B Pricing Matrix will be deleted and replaced with the attached Schedule B Pricing Matrix.

Contract Number: MA 200000000991  
Amendment Number: 5

**State of Michigan**  
**Michigan Department of Health and Human Services**  
Legal Intervention (Guardianship and Conservatorship)

**SCHEDULE B**  
**PRICING MATRIX**

MDHHS must make payments to the Contractor based upon the following rates per unit of service delivered as identified below:

| <u>Unit Title</u>                                                 | <u>Rate</u>     |
|-------------------------------------------------------------------|-----------------|
| Legal Intervention (includes<br>Guardianship and Conservatorship) | \$83/ per month |

Payments must not exceed the amounts allocated as identified below. Payments made above the allocated amounts identified will require an amendment to the contract.

| <b>Contract Period</b>                | <b>Contract Amount</b> |
|---------------------------------------|------------------------|
| Begin date through September 30, 2023 | \$61,586.00            |

- 1) Dollar amounts allocated for services and any applicable actual cost component(s) are identified in the annual fiscal year Delivery Order (DO).
- 2) The annual fiscal year DO number must be included on all invoices in order to ensure prompt payment.

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

The unit rate(s) established in this Contract shall remain fixed for the initial term of the Contract.

## Contract Approval Request - Connect Health/Core xRM

Summary:

### ATTACHMENTS:

|   | Description                                                    | Upload Date | Type       |
|---|----------------------------------------------------------------|-------------|------------|
| 📎 | CoreXRM.2022_Memo                                              | 5/27/2022   | Cover Memo |
| 📎 | Contract Approval Request - Core xRM JMS Inmate Billing Module | 5/26/2022   | Cover Memo |
| 📎 | Exhibit A                                                      | 5/26/2022   | Cover Memo |
| 📎 | Agreement                                                      | 5/26/2022   | Cover Memo |



**St. Clair County Sheriff's Office**  
**Administration**  
**1170 Michigan Road**  
**Port Huron, MI 48060**

**810.987.1737 ofc**  
**810.985.3214 fax**

## **Memorandum**

Date: May 27, 2022  
To: Board of Commissioners  
From: Undersheriff Jim Spadafore/Tracy DeCaussin, Jail Administrator  
REF: SCC Inmate billing project

---

We currently capture our inmate billing data manually through different reports to create a billing statement. The manual process is overly cumbersome and time consuming. This fix-bid project is proprietary with Core xRM who built Corejail which is our current jail management system. This will allow for an active billing module to be built into our jail management system. The billing module will capture all fees associated with an individual's incarceration. It will automate and streamline the billing process with the intent of more efficient time management and increased revenues.



**COUNTY OF ST. CLAIR**  
**Purchasing Division**



**CONTRACT APPROVAL REQUEST**

- |                                                              |                                                      |                                                              |
|--------------------------------------------------------------|------------------------------------------------------|--------------------------------------------------------------|
| <input checked="" type="checkbox"/> NEW CONTRACT             | <input type="checkbox"/> CONTRACT RENEWAL            | <input type="checkbox"/> CONSOLIDATION OF EXISTING CONTRACTS |
| <input type="checkbox"/> BIDS REQUIRED                       | <input checked="" type="checkbox"/> NO BIDS REQUIRED |                                                              |
| <input type="checkbox"/> BIDS RECEIVED                       | <input checked="" type="checkbox"/> SINGLE SOURCE    |                                                              |
| <input checked="" type="checkbox"/> BOC POLICY COMPLIANCE    | <input type="checkbox"/> CONTRACT EXTENSION          |                                                              |
| <input checked="" type="checkbox"/> REVIEWED BY CORP COUNSEL | <input type="checkbox"/> INCREASE WITHIN CPI-U       |                                                              |
|                                                              | <input type="checkbox"/> VALUE LESS THAN THRESHOLD   |                                                              |

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VENDOR: ConnectHealth/Core xRM

VALUE: \$31,750.00

TERM: One time purchase

CONTRACT TYPE: Software module development

SERVICE DESCRIPTION: Development and implementation of an inmate invoice billing module

DEPARTMENT(S): Sheriff

COMMENTS: The inmate billing module will work within the existing CoreJail Jail Management System to allow automation of inmate billing and collection. The annual maintenance fee is \$4,762.50

**EXHIBIT A**  
**STATEMENT OF WORK**

This Statement of Work ("SOW") is entered on this 1st day of June, 2022 (the "SOW Effective Date") by and between Core xRM Associates, LLC, a New Jersey limited liability company located at 2810 N Church St, Ste 67778, Wilmington, DE 19802-4447 ("Core xRM") and St. Clair County ("Customer"). Core xRM and Customer may be referred to herein individually as a "Party" and collectively as the "Parties". This SOW is governed by the terms and conditions of the Sales, Service, and Software Licensing Agreement between the Parties with an Effective Date of May 1, 2022 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

**Service Background**

Customer is engaging Core xRM to develop and implement an inmate invoice billing module (the "Inmate Billing Module") within the CoreJail Jail Management System ("JMS"). Core xRM will provide the Implementation Services defined in Section 1 on a fixed-price basis in accordance with the terms of this SOW.

**Fees**

Customer will pay Core xRM for the performance of the Implementation Services the fees set forth in Section 7 below the ("SOW Fees"). The SOW Fees are based on the terms and scope of the Implementation Services set forth in Section 1 of this SOW which together constitute the entire agreement and understanding of the Parties in relation to the Professional Services being performed under this SOW. Any change to the terms of this SOW, the scope of Implementation Services, or failure to meet a responsibility, may require documenting the change in the Change Request Form and a substantive change may result in a modification to the SOW Fees, as detailed in Section 6 below.

**TERMS**

**1. IMPLEMENTATION SERVICES**

During the term of performance set forth in Section 2 below, Core xRM will make available to Customer the resources necessary to implement the Inmate Billing Module project. The Implementation Services performed shall be performed in a manner commensurate with professional standards generally applicable to its industry.

During the course of the Implementation Services, Core xRM shall conduct regular status check-in meetings on a weekly basis at a mutually agreeable time between the Parties. Such status meetings shall update project stakeholders on tasks completed since the prior meeting, project blockers, project budget, and updates on testing status and deficiencies, or any other topics as required by the Parties. Following the weekly check-in meeting a written status report will be sent consisting of meeting notes and meeting minutes captured during the weekly check-in.

**2. SCHEDULE OF PERFORMANCE**

Estimated Professional Services Start Date: 7/1/2022

Estimated Professional Services End Date: 10/31/2022

Core xRM will use commercially reasonable efforts to commence performance of the Implementation Services immediately from the date of Customer's execution of this SOW. Failure to complete the



project by the Professional Services End Date specified above may require a Core xRM Change Request Form signed by both Parties in accordance with the Project Change Process defined in Section 6 below.

### **3. DESCRIPTION OF IMPLEMENTATION SERVICES**

Core xRM has been contracted to provide the following project management, consulting, and other technical services in connection with the Implementation Services as described in Section 1 of this agreement.

- a) Design and implement database schema updates to support importing charges and current account balance into the JMS
- b) Design and implement database schema updates to support importing payments received into the JMS
- c) Design and implement database schema updates to support tracking payment plans and payment deferrals into the JMS, including the buildout of UI screens to support the manual input of this information
- d) Design and implement database schema updates to support generating custom messaging that will be displayed on statements during the bulk statement generation process
- e) Design and implement database schema updates to support the ability to configure housing fees and OWI add-on fees
- f) Implementation of logic in the JMS to calculate housing fees upon release of the inmate
- g) Implementation of logic in the JMS to calculate OWI fees
- h) Modification of the existing charge entry workflow in the JMS to capture additional data in the event the inmate is being charged with an OWI (MICR 8041)
- i) Development of an outbound interface to send housing fees and OWI fees to the Core financial system (this is dependent on ability of system to accept an automated import). If the financial system cannot automatically accept the housing fees being generated by the JMS, then the JMS will produce a daily report that calculates the amount of the housing fee and/or OWI fees and send it to the jail administrative staff to manually enter into the financial system. Customer is responsible for any costs incurred by the third-party financial system to accept an automated data feed from Core xRM.
- j) Development of a report that outputs “debt” that has aged for 90 days that will be forwarded to the external collections agency, except in cases where a payment plan that is in good status or a payment deferral has been noted in the system, such debt will remain “on the books” at the jail and continue to be collected on.
- k) Implementation of logic to ingest the outstanding balance report into the JMS
- l) Implementation of logic to ingest the payment report into the JMS
- m) Implementation of logic to bulk generate statements

### **4. ASSUMPTIONS AND RESPONSIBILITIES**

#### **4.1 ASSUMPTIONS**

The following assumptions are hereby acknowledged by the Parties and apply to the performance of Implementation Services under this SOW:

| <b>Assumption #</b> | <b>Assumption Detail / Description</b>                             |
|---------------------|--------------------------------------------------------------------|
| 1                   | All Implementation Services will be performed remotely by Core xRM |
| 2                   | This SOW applies to Implementation Services only                   |

|   |                                                                                                                                                                                                      |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | Unless otherwise agreed in writing between the Parties, Core xRM reserves the right to subcontract any portions of the Implementation Services that Core xRM is obligated to perform under this SOW. |
| 4 | The Parties will each provide a remote Project Lead with the qualifications, experience, and knowledge to perform each Party's obligations subject to this SOW.                                      |

#### 4.2 CUSTOMER RESPONSIBILITIES

Completion of the Implementation Services by Core xRM is contingent upon Customer fulfilling the following responsibilities. Any inability by the Customer with respect to fulfilling these responsibilities may require a Change Request in accordance with the Project Change Process described in Section 6 of this SOW.

| Customer Responsibility # | Customer Responsibility Detail / Description                                                                                |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1                         | Customer shall be responsible for reviewing and approving project documentation generated during the course of this project |
| 2                         | Customer shall be responsible for performing testing and acceptance of the Inmate Billing Module                            |

#### 5. DELIVERABLES

Core xRM has determined the following deliverables are necessary to fulfill the Implementation Services required by this SOW.

Under the terms of this SOW, Core xRM will provide the following deliverables. Written approval by Customer is required to acknowledge a deliverable is complete.

| Deliverable # | Deliverable Detail / Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1             | <p><i>Design and implement database schema updates to support importing charges and current account balance into JMS</i></p> <p><b>Description:</b><br/>Core xRM will implement database schema updates within the JMS to support the ingestion of charges and account balances. Custom screens will be implemented allowing staff to view outstanding balances in the JMS.</p> <p><b>Acceptance Criteria:</b><br/>This deliverable shall be considered complete once Core xRM implements the database schema updates necessary to support this deliverable.</p> |
| 2             | <p><i>Design and implement database schema updates to support importing payments received into JMS</i></p> <p><b>Description:</b><br/>Core xRM will implement the database schema updates to support ingesting payments made by inmates into the JMS for the purpose of displaying on monthly billing statements. Custom screens will be implemented allowing staff to view recent payments in the JMS.</p> <p><b>Acceptance Criteria:</b></p>                                                                                                                   |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | This deliverable shall be considered complete once Core xRM implements the database schema updates necessary to support this deliverable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3 | <p><i>Design and implement database schema updates to support tracking payment plans and payment deferrals into the JMS, including the buildout of UI screens to support the manual input of this information</i></p> <p><b>Description:</b><br/>To support the capability to track payment plans and deferrals, which will prevent debt from being sent to external collections agencies, Core xRM will need to implement certain database schema updates and the development of screens within the JMS to track these payment plans and deferrals.</p> <p><b>Acceptance Criteria:</b><br/>This deliverable shall be considered complete once Core xRM implements the database schema updates and screen design to create/modify payment plans and payment deferrals.</p> |
| 4 | <p><i>Design and implement database schema updates to support generating custom messaging that will be displayed on statements during the bulk statement generation process</i></p> <p><b>Description:</b><br/>To provide the jail staff with the ability to print custom messages on inmate billing statements, certain database schema updates and screens will be developed. These screens will provide the capability for jail staff to input messages that will become output on the monthly inmate billing statement.</p> <p><b>Acceptance Criteria:</b><br/>This deliverable shall be considered complete once Core xRM implements the database and schema updates to input custom messaging for inmate billing statement generation in the JMS.</p>                |
| 5 | <p><i>Design and implement database schema updates to support the ability to configure housing fees and OWI fees</i></p> <p><b>Description:</b><br/>Since the system will automatically calculate housing fees and OWI fees, the system needs to support the capability to store the fees associated with each. This will provide the capability for the jail staff to adjust fees (if applicable) should the need to change the fees arise in the future.</p> <p><b>Acceptance Criteria:</b><br/>This deliverable shall be considered complete once Core xRM implements the database schema updates to store fees and provide the screens to update the fees.</p>                                                                                                         |
| 6 | <p><i>Implementation of logic in the JMS to calculate housing fees upon release of the inmate</i></p> <p><b>Description:</b><br/>Upon release the JMS will calculate housing fees (if applicable based upon inmate Group).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <p><b>Calculation</b></p> <p>i. Calculate the total number of days between the booking date and the release date, then</p> <p>ii. Add the maximum number of days being credited for time served from any sentences associated with the current booking. For example, if the inmate is serving two sentences that run concurrently, and one sentence credits the inmate for 45 days of time served, and the second sentence credits the inmate 60 days of time served, then a total of 60 days should be added to the calculation.</p> <p>Multiply the two inputs determined by i. and ii. by the daily housing fee (currently \$60 but will be configurable in the JMS).</p> <p><b>Acceptance Criteria:</b><br/>This deliverable shall be considered complete once Core xRM implements the logic to calculate the housing fees upon release.</p>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 7 | <p><i>Implementation of logic in the JMS to calculate OWI fees</i></p> <p><b>Description:</b><br/>Upon release the JMS will calculate OWI fees (if applicable based upon inmate Group).</p> <p><b>Acceptance Criteria:</b><br/>This deliverable shall be considered complete once Core xRM implements the logic to calculate the OWI fees upon release.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 8 | <p><i>Modification of the existing charge entry workflow in the JMS to capture additional data in the event the inmate is being charged with an OWI (MICR 8041)</i></p> <p><b>Description:</b><br/>Implement changes to capture additional detail needed to properly assess the OWI fees during Charge entry.</p> <p><u>Revised Workflow</u></p> <ol style="list-style-type: none"> <li>1. If the jail user selects 8041 a second drop down will appear asking “Is this a new arrest?”       <ol style="list-style-type: none"> <li>a. If the user inputs “Yes”, a second drop down will appear asking “Is this a local sheriff’s arrest”           <ol style="list-style-type: none"> <li>i. If the user inputs “Yes” a third drop down will appear asking the user to input the “OWI subcategory”. The valid values are:               <ol style="list-style-type: none"> <li>1. OUIL – No Accident</li> <li>2. OUIL – With Accident</li> <li>3. OUIL – With Blood Draw</li> <li>4. OUIL – With Accident and Blood Draw</li> </ol> </li> </ol> </li> </ol> </li> </ol> <p><b>Acceptance Criteria:</b><br/>This deliverable shall be considered complete once Core xRM implements the changes necessary to capture the additional OWI detail during charge entry in</p> |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | the JMS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9  | <p><i>Development of an outbound interface to send housing fees and OWI fees to the Core financial system (this is dependent on ability of system to accept an automated import).</i></p> <p><b>Description:</b><br/>Develop an outbound interface to send housing fees and OWI fees to the Core financial system. This capability is dependent on ability of system to accept an automated import. If the financial system cannot automatically accept the housing fees being generated by the JMS, then the JMS will produce a daily report that calculates the amount of the housing fee and/or OWI fees and send it to the jail administrative staff to manually enter in the financial system. Customer is responsible for any costs incurred by the third-party financial system to accept an automated data feed from Core xRM.</p> <p><b>Acceptance Criteria:</b><br/>This deliverable shall be considered complete once Core xRM implements the outbound interface to the financial system, or in the alternative develops a report that provides the details needed to input into the financial system.</p> |
| 10 | <p><i>Development of a report that outputs “debt” that has aged for 90 days that will be forwarded to the external collections agency, except in cases where a payment plan that is in good status or a payment deferral has been noted in the system, such debt will remain “on the books” at the jail and continue to be collected on.</i></p> <p><b>Description:</b><br/>Core xRM will develop an “Aged-Debt” report that can be used to send debt to an external collection agency. This report can be developed in accordance with a format that can be used by the external collection agency, otherwise a generic report meeting the jail staff’s requirements can be implemented.</p> <p><b>Acceptance Criteria:</b><br/>This deliverable shall be considered complete once Core xRM implements the Aged-Debt report in the JMS.</p>                                                                                                                                                                                                                                                                          |
| 11 | <p><i>Implementation of logic to ingest the outstanding balance report into the JMS</i></p> <p><b>Description:</b><br/>The jail staff will export an outstanding balance report from the financial system. This report will then be uploaded into the JMS. The JMS will review each inmate and the total amount of outstanding debt and update the system accordingly. Such debt will appear on the monthly billing statement.</p> <p><b>Acceptance Criteria:</b><br/>This deliverable shall be considered complete once Core xRM implements the capability to upload the outstanding balance report into the JMS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 12 | <p><i>Implementation of logic to ingest the payment report into the JMS</i></p> <p><b>Description:</b><br/>The jail staff will export a payment report from the financial system. This report will then be uploaded into the JMS. The JMS will review each payment</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <p>in accordance with it's transaction ID and import any payments that have not already been imported into the system. These payments will appear on the monthly billing statement.</p> <p><b>Acceptance Criteria:</b><br/>This deliverable shall be considered complete once Core xRM implements the capability to upload the payments report into the JMS.</p>                                                                                                                                                                                                                                                                                   |
| 13 | <p><i>Implementation of logic to bulk generate statements</i></p> <p><b>Description:</b><br/>Core xRM will develop the capability to bulk-generate inmate billing statements into PDF format. The billing statement will display:</p> <ul style="list-style-type: none"> <li>• Outstanding debt</li> <li>• Recent payments made</li> <li>• Custom messaging</li> </ul> <p>The report will be formatted to work with a "windowed" envelope of the jail's choosing.</p> <p><b>Acceptance Criteria:</b><br/>This deliverable shall be considered complete once Core xRM implements the capability to bulk export billing statements from the JMS.</p> |

## 6. PROJECT CHANGE PROCESS

The Professional Services described in the SOW are based upon Core xRM's understanding of Customer's requirements for the Inmate Billing Module as of the SOW Effective Date. Either Party may initiate change requests for reasons that may include: changes in the technical scope or other detailed project issue(s) or requirement(s) (each a "Change Request"). The initiating Project Lead will submit each Change Request Form to the other Party's Project Lead as listed in Section 8, and then both Parties will review such Change Request to ensure feasibility. Both Core xRM and Customer must agree within five (5) business days of the receipt of the Change Request Form by the non-initiating Party whether to continue performance of the Implementation Services or to stop all Professional Services being performed until a mutually agreed upon Change Request Form has been signed by both Parties.

## 7. FEES DESCRIPTION AND PAYMENT

### 7.1 FEES & EXPENSES

Core xRM's fees for the scope of Implementation Services described in this SOW shall be Thirty-One Thousand Seven Hundred Fifty Dollars and No Cents (\$31,750.00).

In consideration of continued maintenance to support the Inmate Billing Module, Customer agrees that Core xRM will assess a maintenance charge that is equal to fifteen percent (15%) of the total billed charges pursuant to the Services delivered under this SOW on an annualized basis in the amount of Four Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents (\$4,762.50), which shall be billed annually. Such maintenance amount shall be added to the JMS system maintenance invoice. If Customer decides to no longer utilize the Inmate Billing Module and therefore no longer

requires ongoing support and updates to the Inmate Billing Module the Customer may send written notice to Core xRM to terminate the maintenance for the Inmate Billing Module and Customer shall have no further obligation with respect to maintenance, however Customer will not be entitled to any refund of unused maintenance for the then-current maintenance period. Support for this module will be available Monday through Friday from 8am to 5pm Eastern Standard Time.

#### **Payment Schedule**

|                                                   |            |
|---------------------------------------------------|------------|
| Milestone 1 (25%)<br>Project kickoff              | \$7,937.50 |
| Milestone 2 (15%)<br>Requirements documentation   | \$4,762.50 |
| Milestone 3 (30%)<br>Development / Implementation | \$9,525.00 |
| Milestone 4 (20%)<br>Testing                      | \$6,350.00 |
| Milestone 5 (10%)<br>Go-Live                      | \$3,175.00 |

#### **7.2 INVOICING AND PAYMENT TERMS**

Core xRM will invoice Customer upon completion of each milestone. Such fees are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Implementation Services rendered herein. Customer shall notify Core xRM, in writing, within five (5) days following receipt of the invoice, of any disputed amounts. Customer shall pay all undisputed amounts on the invoices within thirty (30) days of receipt thereof.

#### **8. PROJECT LEAD CONTACT LIST & RESPONSIBILITIES**

Both the Core xRM and Customer Project Leads identified will ensure the following responsibilities are met as are reasonably applicable to the Implementation Services being performed:

**8.1 AUTHORIZED REPRESENTATIVE:** Each Project Lead will ensure that an authorized representative of their respective Party will approve Implementation Services documentation.

**8.2 RESPONSIBILITIES:** Coordinate, schedule and monitor all resources and activities related to the Implementation Services described in this SOW, and all activities related to the Project Change Process described in this SOW.

**8.3 SINGLE POINT OF CONTACT:** Act as the focal points for communications between Customer and Core xRM during the provision of the Professional Services, manage and execute the Project Change Process, and attending all meetings, as applicable.

##### **Customer Project Lead**

Tracy DeCaussin  
810-987-1737  
tdcaussin@stclaircounty.org

##### **Core xRM Project Lead**

Larry Martin

302-528-3100  
larry.martin@corexrm.com

**9. TERM OF SOW**

The term of this SOW will begin on the SOW Effective Date. The SOW Term will end (i) on 12/31/2022, or (ii) unless earlier terminated by Customer by providing sixty (60) days of written notice to Core xRM.

If performance of the Implementation Services does not commence within twenty-one (21) days of the SOW Effective Date, the SOW will automatically terminate in the absence of a written SOW Change Request rescheduling the Professional Services.

**10. INCORPORATED TERMS**

The terms and conditions of the Master Services Agreement (the "Agreement") dated as of May 1, 2022 between the Parties which is herein incorporated by this reference, shall apply in full to the Implementation Services provided under this Statement of Work.

**IN WITNESS WHEREOF**, the Parties hereto each acting with proper authority have executed this Statement of Work, as of the date first above written.

**CORE XRM ASSOCIATES, LLC**

**ST. CLAIR COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **SALES, SERVICE, AND SOFTWARE LICENSING AGREEMENT**

This Sales, Service, and Software Licensing Agreement (“Agreement”) is made this 25th day of April 2022, between Core xRM Associates, LLC, a limited liability company organized and existing under the laws of the State of New Jersey (“Core xRM”) and St. Clair County (“Customer”). Core xRM and Customer (each a “Party” and collectively, the “Parties”) hereto agree as follows:

| <b>Core xRM Authorized Signature:</b> | <b>Customer Authorized Signature</b> |
|---------------------------------------|--------------------------------------|
| <b>By:</b> _____                      | <b>By:</b> _____                     |
| <b>Name:</b> _____                    | <b>Name:</b> _____                   |
| <b>Title:</b> _____                   | <b>Title:</b> _____                  |
| <b>Date:</b> _____                    | <b>Date:</b> _____                   |

### **1. SCOPE OF AGREEMENT**

This Agreement shall apply to (a) the delivery of technology services, support, and functions as further described in Statements of Work (“SOW”) that may be proposed from time to time and approved by the Parties; and (b) the licensing of Core xRM owned software (the “Core xRM Licensed Software”) (the Customer’s use of Core xRM Licensed Software, subject to and in accordance with this Agreement and subject to the terms of a Subscription Service Agreement approved by the Parties, are hereafter referred to as the “Subscription Service”).

Any such approved SOW shall be incorporated herein by reference (the services and functions described in any SOW are hereafter referred to as the “Services”). In the event that the scope of the Services is expanded, revised, or modified, for any SOW incorporated herein, the Parties shall prepare and sign an amended or new SOW (or change order), which likewise shall be attached hereto and incorporated herein by reference. Absent the execution of a SOW or a Subscription Service Agreement, this Agreement does not, in and of itself, represent a commitment by Customer to receive any Services from Core xRM or pay Core xRM any fees.

### **2. TERM AND TERMINATION**

- (a) Subject to earlier termination as provided below, this Agreement shall commence on May 1, 2022 and terminate on April 30, 2023 (the “Initial Service Term”), and shall continue for periods of thirty (30) days (each a “Renewal Term”) unless otherwise terminated by either Party.
- (b) In addition to any other remedies it may have, either Party may also terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other Party materially breaches any of the terms or conditions of this Agreement, provided the alleged breaching party is provided an opportunity to cure the alleged breach in the manner set forth in 2(d). Customer will pay in full for up to

and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

- (c) In the event that there is a continuing need for any Services identified in a SOW, after the expiration of this Agreement and Customer requests, in writing, to have Core xRM complete the Services, this Agreement will automatically renew for the period of time that it takes for the completion of such Services.
- (d) If either Party believes that the other Party has (i) failed in any material respect to perform its obligations under this Agreement (including any Exhibits or Amendments hereto), or (ii) Core xRM fails to provide Customer a minimum uptime of 95% as defined in a Service Level Agreement (SLA) attached hereto for three (3) consecutive months during the term of this Agreement, then that Party may provide written notice to the other Party’s management representative describing the alleged failure in reasonable detail.

If the alleged failure relates to a failure to pay any sum due and owing under this Agreement the breaching Party shall have ten (10) business days after notice of such failure to cure the breach. If the breaching Party fails to cure within ten (10) business days, then the non-breaching party may immediately terminate this Agreement, in whole or in part, for cause by providing written notice to the management representative of the breaching Party.

With respect to all other defaults, if the breaching Party does not, within thirty (30) calendar days after receiving such written notice, either (i) cure the material failure or (ii) if the breach is not one that can reasonably be cured within thirty (30) calendar days, then the non-breaching Party may terminate this Agreement, in whole or in part, for cause by

providing written notice to the management representative of the breaching Party.

### **3. FEES AND PAYMENT**

- (a) In exchange for the Services performed by Core xRM, as set forth in any SOW, Customer agrees to compensate Core xRM at the rates identified in the fee schedule set forth in a SOW. Such rates are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Services rendered herein. Customer will pay all undisputed invoices within thirty (30) days of receipt thereof.
- (b) In exchange for the Subscription Service(s) provisioned by Core xRM, as set forth in any Subscription Service Agreement, Customer agrees to compensate Core xRM at the rates identified in such agreement. Such rates are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Services rendered herein. Customer will pay all undisputed invoices within thirty (30) days of receipt thereof.
- (c) In addition, Customer shall reimburse Core xRM its actual out-of-pocket expenses as reasonably incurred by Core xRM in connection with the performance of Services. Any expenses in excess of \$100 are to be approved by Customer in advance.
- (d) A late charge of one and one-half percent (1½%) per month, or the legal maximum if less, shall accrue on past due billings unless Customer notifies Core xRM of a billing dispute in writing prior to the payment due date. Customer shall be responsible for any costs incurred by Core xRM in the collection of unpaid invoices including, but not limited to, collection and filing costs and reasonable attorney's fees of not less than fifteen percent (15%) of the outstanding balance due.

### **4. OWNERSHIP OF LICENSED SOFTWARE**

The Core xRM Licensed Software, together with all intellectual property rights embodied therein, is the exclusive property of Core xRM and its suppliers and licensors. Core xRM and such parties shall retain all right and title, to the extent of their respective interests, to all proprietary rights in the Core xRM Licensed Software and to any other intellectual property owned or otherwise provided by Core xRM. Customer shall not have the right to use the Core xRM Licensed Software for any purpose other than as authorized by the terms of this Agreement. Customer shall not challenge, or assist any other person or entity in

challenging, Core xRM's right, title and/or interest in the Core xRM Licensed Software. To the extent any rights to the foregoing would otherwise vest in Customer, Customer hereby assigns such rights to Core xRM, and at Core xRM's request, shall execute such documents as reasonably required to further evidence such assignment.

### **5. OWNERSHIP OF MATERIALS RELATED TO SERVICES**

The Parties agree that all documents, schematics, diagrams, system requirements documentation, and the similar that are prepared and delivered by Core xRM in the course of providing the Services shall be considered works made for hire. All rights, title, and interests of such materials shall be and are assigned to Customer as its sole and exclusive property.

Notwithstanding the foregoing, the Parties recognize that performance of Core xRM hereunder will require the skills of Core xRM and, therefore, Core xRM shall retain the right to use, without fee and for any purpose, such "know-how", ideas, techniques and concepts used or developed by Core xRM in the course of performance of the services of this Agreement. Customer further understands and agrees that Core xRM Licensed Software developed as a result of Services performed under this Agreement are the property of Core xRM.

### **6. INDEMNIFICATION**

To the extent permitted by law, each Party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused solely by the negligence or willful conduct of the indemnifying party, its personnel or agents in connection with the performance of the Services hereunder. To the extent that such claim arises from the concurrent conduct of Customer, Core xRM and/or any third party, it is expressly agreed that Core xRM's liability shall be limited by the terms and provisions of Article 9 of this Agreement herein and that, with respect to any remaining obligations to pay any third party claims, demands, losses, damages or expenses that are not limited by the terms and provisions of Article 9 of this Agreement herein, each party's obligations of indemnity under this paragraph shall be effective only to the extent of each party's pro rata share of liability. To receive the foregoing indemnities, the party seeking indemnification must promptly notify the other in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and

full authority to defend or settle the claim or suit. The indemnifying party shall have no obligation to indemnify the indemnified party under any settlement made without the indemnifying party's written consent. The indemnity provided for by the Customer in this paragraph shall not be construed as a waiver of governmental immunity.

**7. INTELLECTUAL PROPERTY INDEMNIFICATION**

Core xRM, at its own expense, will defend and indemnify Customer against claims that the Core xRM Licensed Software or the Core xRM documentation furnished under this Agreement infringes a United States trademark or a copyright protected under United States law, provided Customer (i) gives Core xRM prompt written notice of such claims, (ii) permits Core xRM to defend or settle the claims, and (iii) provides all reasonable assistance to Core xRM in defending or settling the claims. This Section 7 states the entire liability of Core xRM and Customer's sole and exclusive remedies for trademark, copyright and any other alleged or actual intellectual property infringement.

**8. CONFIDENTIALITY**

Core xRM acknowledges that, in the course of providing Services to Customer, he may become aware of or come into possession of certain confidential or proprietary information and documents of Customer. Core xRM shall not copy any such information without Customer's permission, shall not disclose the information to any other person, shall not use the information for any purpose other than performing Services under this Agreement and shall return all copies of any such information when all Services to be performed under this Agreement have been performed. This Section shall survive any termination of this Agreement.

**9. LIMITATION OF LIABILITY**

IN NO EVENT SHALL CORE XRM AND ITS LICENSORS OR CUSTOMER BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, OR WHETHER CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT OR OTHERWISE.

EXCEPT AS SET FORTH IN SECTION 10, IN NO EVENT SHALL CORE XRM'S OR ITS LICENSORS' TOTAL CUMULATIVE LIABILITY FOR ANY DAMAGES TO CUSTOMER OR ANY OTHER ENTITY EVER EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO CORE XRM DURING THE PRECEDING TWELVE (12) MONTHS PRIOR TO THE DATE THE ALLEGED DAMAGES WERE INCURRED. HOWEVER, THE LIMITATIONS ON LIABILITY CONTAINED IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS.

**10. WARRANTY FOR SERVICES**

Any warranty offered by Core xRM for Services provided herein shall be set forth in the SOW, if any. In the absence of any warranty language in the SOW, Core xRM warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the Services are being performed. IN THE EVENT THAT THERE IS NO WARRANTY SET FORTH IN THE SOW, THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.

**11. WARRANTY FOR CORE XRM LICENSED SOFTWARE**

Core xRM shall use reasonable efforts consistent with prevailing industry standards to maintain the Core xRM Licensed Software in a manner which minimizes errors and interruptions in the Subscription Service. Subscription Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Core xRM or by third-party providers, or because of other causes beyond Core xRM's reasonable control, but Core xRM shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, CORE XRM DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SUBSCRIPTION SERVICES. EXCEPT AS

EXPRESSLY SET FORTH IN THIS SECTION, THE SUBSCRIPTION SERVICE IS PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **12. SECURITY**

Core xRM will take commercially reasonable steps and measures in accordance with prevailing practices in the software-as-a-service industry to maintain and enforce physical and logical security with respect to the Customer’s data hosted in a Subscription Service (the “Customer Data”), but Core xRM makes no guarantee that the Customer Data will be secure from all threats. Core xRM may transmit or provide access to Customer Data to a third party that is assisting in the provision of Subscription Service(s) under this Agreement.

Core xRM will report to Customer any confirmed security breach or unauthorized access affecting Customer Data of which Core xRM detects or becomes aware. Core xRM will use diligent efforts to remedy any breach of security or unauthorized access. Core xRM reserves the right to temporarily suspend Customer’s access to the Subscription Service(s) in the event of a suspected security breach, without any liability to Customer. In the event that Core xRM must perform additional services with respect to a security breach or unauthorized access affecting Customer Data caused by an act or omission of Customer, Core xRM shall be compensated by Customer at Core xRM’s then-current rates for such services.

## **13. RELATIONSHIP OF PARTIES**

The sole relationship of the parties is that of independent contractors and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture or agency. Core xRM shall be solely responsible for any taxes of any type, including social security taxes, workers’ compensation taxes or costs, unemployment compensation taxes or costs or any other similar taxes, costs or charges or any other taxes or charges related to Core xRM’s receipt of compensation and performance of Services under this Agreement, and shall indemnify and hold Customer harmless against any such taxes or charges. This Section shall survive any termination of this Agreement.

## **14. DISPUTES**

Any dispute relating to or arising under this Agreement shall be resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. The arbitrators shall have no power to award any punitive or exemplary damages or to vary or ignore the terms of this Agreement and shall be bound by controlling law.

## **15. AMENDMENTS**

This Agreement and the Exhibits may be amended only by an instrument in writing executed by the Parties hereto.

## **16. SUCCESSORS AND THIRD PARTY BENEFICIARIES**

This Agreement shall inure to the benefit of Core xRM and Customer and any successors or assigns of Core xRM and Customer. No third party shall have any rights hereunder.

## **17. EXHIBITS AND SCHEDULES**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of the exhibits and schedules shall prevail.

## **18. SECTION HEADINGS**

The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

## **19. APPLICABLE LAW**

This Agreement shall be governed by, and interpreted and construed in accordance with, the substantive laws of the State of Michigan.