



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, October 19, 2022, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATION AND REPORTS
- H. PUBLIC COMMENTS
The Board welcomes all public input.
- I. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.
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WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, October 5, 2022

Meeting called to order at 4:00 p.m by Chairman Taylor.

Roll Call: Present- Commissioners Joe Hurlburt, Mike Musta, Ben Townsend, Kathy Adams, Michael Bush, Julie Theobald, Jason Baughan, and Gary Taylor.

Absent- Commissioner Brian Potter.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Added J12-2022/2023 Wexford County CDBG Program Guidelines

Added J13-Amending August 17, 2022 Minutes

Approval of the Agenda

MOTION by Comm Musta, seconded by Comm Bush to approve the agenda, as amended.

All in Favor.

Employee Recognition-

Renee Pollington was honored for her 15 years of service. Her plaque will be presented to her at a later date.

Kristin Hatinger was recognized for her 10 years of service. Ms. Hatinger was presented with her award by Commissioner Theobald.

Presentation and Reports-

Lisa Miller from the Alliance for Economic Success was present to give the Board a little more information about their agency. They are a 501c3 partnership. They primarily focus on where the community needs are for prosperity. They have key partnerships with groups like MSUE, City of Cadillac, Cherry Grove Township, and many others. She thanked the Board for their partnership, and asked that they consider increasing and extending.

Eric Karbowski from Michigan State University Extension thanked the committee and Joe for inviting him to speak. He introduced Kate King, who is the new 4-H Coordinator. For 2022, they are working on increasing programs, but in 2021 they had several successful programs that Mr. Karbowski highlighted. He announced that they will be holding a Ballot Proposal Forum on October 12th and October 19th to help people learn what will be on the ballot this November.

Public Comment-

Michele Hoitenga, Manton, reintroduced herself to the Board. She reminded them that she is our current state representative, but she will be termed out this year. She is currently running for State Senator and in campaign mode. Ms. Hoitenga was recently in Lansing and was very concerned with the spending that is being done. She believes we need to stop spending money and set aside funds for a rainy day fund.

Consent Agenda

1. Approval of the September 21, 2022 Regular Meeting Minutes

MOTION by Comm Musta, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. MOU with NLCMHA

MOTION by Comm Adams, seconded by Comm Theobald to approve the attorney approved, multi county memorandum of understanding regarding Northern Lakes Community Mental Health Authority and authorize the Chairman and Clerk to sign on behalf of the County.

Administrator Porterfield brought this back to the Board after Commissioner Townsend took a stance. He wanted the Board to know that if this isn't approved, the NLCMHA dissolves, and then the county has to scramble to provide services.

Commissioner Hurlburt questioned why this was coming back if it was already voted down. Administrator Porterfield explained that Wexford County is currently \$1.4 million short each year for services. We can't afford to not be a part of something. He further stated that we can voice our concerns if we are at the table, but we can only be at the table if this is approved.

Commissioner Townsend noted that he was the driving force to vote no on this. He explained there is a difference between voting with principle and voting practically. We currently have an administrator that is practical. He felt he could agree with this because the administrator will be at the table to discuss things.

Commissioner Townsend also noted they all needed to work together to better the system. He asked the fellow commissioners to vote conscience on what is best for the county.

Roll Call: Motion approved 6-2, with Commissioners Townsend and Taylor voting against the motion.

2. Full-Time Bailiff Wage Scale

MOTION by Comm Theobald, seconded by Comm Bush to approve the presented full-time wage scale for the full-time Bailiffs increasing the wage by \$1.00 effective at the start of the next payroll.

Roll Call: Motion failed 8-0.

3. LOU with POAM re: 12 Hour Shift

MOTION by Comm Theobald, seconded by Comm Bush to approve the letter of understanding between the POAM and Wexford County and authorize the Chairman to sign.

Roll Call: Motion passed 8-0.

4. MERS Adoption Agreements

MOTION by Comm Adams, seconded by Comm Musta to approve the presented MERS Agreement Addendums and authorize the Chairman to sign.

Roll Call: Motion passed 8-0.

5. Building Department Assistant-Irregular/Part-Time

MOTION by Comm Theobald, seconded by Comm Bush to approve adding the Irregular/Part-Time Building Department Assistant to the employee roster at a non-union L6 wage scale effective January 1, 2023.

Administrator Porterfield explained that there is currently only one person in the office. If there is an emergency or illness, the office closes.

Roll Call: Motion passed 8-0.

6. Juneteenth Day-Addition to Holiday Schedule

MOTION by Comm Hurlburt, seconded by Comm Bush to approve adding the Juneteenth Holiday to the County's paid Holiday Schedule.

Roll Call: Motion passed 8-0.

7. TeleRad Camera System

MOTION by Comm Baughan, seconded by Comm Bush to waive the county's competitive bid requirements and approve the proposed TeleRad quote for a camera system at the Jail in an amount not to exceed \$442,250, with payment to come from ARPA funds.

Roll Call: Motion passed unanimously.

8. Schneider Geospatial-Beacon Property Management

MOTION by Comm Musta, seconded by Comm Adams to waive the county's competitive bid requirements and approve the proposed quote from Schneider

Geospatial in the amount not to exceed \$20,268.00 with payment to come from ARPA funds.

Roll Call: Motion passed 8-0.

9. Land Purchase

MOTION by Comm Musta, seconded by Comm Adams to approve the Administrator enter into a purchase agreement to purchase a half-acre parcel on Lincoln Street from the Cadillac First Nazarene Church, in an amount not to exceed \$6,000, with the money coming from ARPA funds.

Commissioner Hurlburt questioned what the purpose of this purchase is. Administrator Porterfield explained that the county currently owns 1 parcel in that area. They are looking at potentially building a building to move the Lake Street offices to. The Board had previously voted to purchase other lots. This lot could potentially be a parking lot.

Roll Call: Motion passed unanimously.

10. AT&T Contract Renewal

MOTION by Musta, seconded by Comm Theobald to approve the presented 12 Month Service Agreement Term Extension for AT&T Centrex Account 231-779-3148 and authorize the Chairman to sign.

Roll Call: Motion passed 8-0.

11. Budget Amendment

MOTION by Comm Theobald, seconded by Comm Bush to approve the budget amendments date October 5, 2022.

Wexford County Board of Commissioners				
Amendments to the 2022 Budget				

Adj #	Acct	Acct Description	Revenue	Expense
2022-10-01	573-000-800.00	Contracted Services	\$14,057.00	
	573-000-699.00	Fund Balance		(\$14,057.00)
Payment for the water connection and hook up for the two services at Cedar Creek, previous invoice was approved and paid for.				

Adj #	Acct	Acct Description	Revenue	Expense
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2022-10-02	101-301-702.03	Perm. Employees		(\$25,134.00)
	101-301-957.00	Training		\$25,134.00

Roll Call: Motion passed 8-0.

12. 2022/2023 Wexford County CDBG Program Guidelines

MOTION by Comm Adams, seconded by Comm Theobald to approve Wexford County's 2022-2023 CDBG Program Guidelines as presented.

Roll Call: Motion passed unanimously.

13. Amending August 17, 2022 Regular Meeting Minutes

MOTION by Comm Theobald, seconded by Comm Bush to amend minutes of August 17, 2022 to strike in item J1 "for the continuation of Community Corrections."

Comm Theobald commented that this was to correct a clerical error.

Roll Call: Motion passed unanimously.

Administrator's Report-

Joe Porterfield thanked Lisa, Eric and Katie for their presentations today. He also thanked Renee and Kristie for their years of service. He also thanked the Board for approving the MOU. He was happy they will at least be at the table talking.

Mr. Porterfield also noted that he has been working on the budget. It isn't great, but it isn't terrible either. He thanked Jami, Alaina, and Kristi for their help with all of it.

Correspondence-

1. Foreclosing Governmental Unit Report

Public Comments-

Jami Bigger gave the Board an update on the elevator. It is scheduled to be out of commission beginning December 5th.

Liaison Reports-

Comm Townsend addressed the Northern Lakes Community Mental Health issue. He will remain on that board and is sitting on the CEO committee as well. He will continue to do what he can. He was excited to have people that he trusts at the table.

Comm Theobald attended a District 10 Health Department meeting where they are working on the budget. She also attended a DHHS meeting. They recently helped 88

families, helped insure 21 cars for 6 months, 32 repairs, and 1,000 gallons of gas. They have seen a 15% reduction in abuse and neglect cases.

Board Comments-

Comm Adams thanked Joe for his expertise. She wanted to remind everyone that Juneteenth is a celebration of hope and freedom.

Comm Theobald appreciates Joe and the work on CMH. She struggled to vote yes on it, but she trusts Joe. She appreciated the work put into everything, and how everyone works together.

Chairman's Comments-

Comm Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:50 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources / Public Safety Committee
FOR MEETING DATE: October 19, 2022
SUBJECT: Deputy Cadet Sponsorship

SUMMARY OF ITEM TO BE PRESENTED:

The Sheriff Department has had success in sponsoring Deputy Cadets through the academy at Kirtland Community College. The next class of cadets is set to start after the first of the year and the Sheriff Department asks the board to sponsor two deputy cadets. This would allow time for advertisement and to complete interviews and testing before the semester starts.

RECOMMENDTION:

The Human Resources / Public Safety Committee forwards a recommendation to the full board to sponsor two deputy cadets to the deputy academy for the upcoming semester.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance & Appropriations Committee
FOR MEETING DATE: October 19, 2022
SUBJECT: Ease Benefit Administration System Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Following is agreement for your consideration with Benefit Profiles Inc. to provide a benefit administration system called Ease. Ease makes it simple to set up and manage benefits, onboard new hires, stay compliant, and offer employees one destination for all their human resources information.

Initial Ease build, training, ongoing and renewal support will cost \$1,300.00 annually billed at initial build and future renewals. Initially the system was quoted for \$3,000.00 but certain carriers the County has chosen will offset the cost.

RECOMMENDATION:

The Finance & Appropriations Committee forwards a recommendation to the full board to approve the agreement of mutual understanding with Benefit Profiles Inc.

AGREEMENT OF MUTUAL UNDERSTANDING

AGREEMENT dated as of _____ by and between _____, with a principal place of business at _____, (the "Company") and Benefit Profiles Inc, 500 Cascade West Parkway, Suite 160, Grand Rapids, MI 49546 ("General Agent").

WHEREAS, the General Agent has been retained by the Company to provide various consulting and brokerage services related to certain of the Company's welfare benefit plans;

WHEREAS, the Company desires the General Agent to provide certain enrollment assistance with respect to the Company's group health insurance plans (the "Services");

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. Company Obligations. Company will deliver to General Agent, in a format and medium acceptable to General Agent, such enrollment data, including without limitation names of additions, terminations and changes for the Company's group benefit plans, with respect to which Company and General Agent have specifically agreed that General Agent will provide assistance as Services contemplated under this Agreement. Company will be solely responsible for the timely delivery of the information and the accuracy of the data provided and will provide such information to General Agent in a manner consistent with applicable state and federal privacy and security laws. Company will designate by position or name the person or persons responsible for providing General Agent with such information and shall advise General Agent if such designation changes. Company will take all steps as are necessary to provide General Agent with access to any insurer's data system, including, without limitation, signing such forms as may be required by such insurer.
2. General Agent Obligations. The General Agent agrees to exercise all reasonable efforts to assist Company with the Services contemplated by this Agreement. General Agent has executed a Business Associate agreement for the benefit of Company's group health plan. General Agent agrees to abide by the terms of such Business Associate agreement at all times and without limiting the foregoing specifically with respect to the handling of such enrollment data, if any, which will be considered protected health information (as such term is defined under the Health Insurance Portability and Accountability Act).
3. Representations and Warranties. Each party represents and warrants, solely to and for the benefit of the other, as follows: (i) it has the full corporate right, power and authority to enter into this Agreement and perform its obligations hereunder; (ii) its performance of this Agreement, and the other party's exercise of such other party's rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or constitute a default under any agreement by which it is bound; (iii) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation enforceable against it in accordance with its term; and (iv) it will comply with all applicable laws, regulations and orders of any governmental authority of competent jurisdiction in its performance of this agreement.
4. Hold Harmless. Company hereby agrees to indemnify, defend and hold harmless General Agent, its affiliates, principals and agents and employees (together, the "General Agent Parties") from and against any and all liability, losses, damages, claims, expenses and costs of any kind whatsoever, including reasonable attorneys' fees, for claims that arise from the Company's failure to provide timely delivery of accurate data in a secure manner (as required under Section 1 of this Agreement) to the General Agent to permit the General Agent to process enrollments, dis-enrollments, and coverage changes, renewals or terminations. The Company recognizes that the General Agent is not a licensed Third Party Administrator and, therefore,

cannot make these changes unilaterally for the Company – rather they are made by General Agent through the insurance carrier only upon the Company’s express direction.

5. Term. This Agreement shall remain in force during the period in which General Agent continues to provide Services contemplated herein for the Company. This Agreement will automatically terminate upon the appointment by Company of an entity other than General Agent as broker of record for the insurance products to which the services contemplated herein relate and shall also terminate upon written notice by either party to the other; provided that, the provisions of Section 4 shall survive any termination of this Agreement.
6. Relationship of Parties. The parties hereto are independent contractors for all purposes hereunder. Nothing in this Agreement shall be construed to create any other relationship between the parties, including one of employment, partnership or joint venture, and except as otherwise provided herein, no party shall have any authority to bind the other party in any respect.
7. Amendment and Waiver. This Agreement shall not be changed, amended, modified or revised in any manner, or any condition hereof waived, except by writing signed by both parties hereto.
8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Michigan as applied to agreements entered into and to be performed entirely within Michigan between Michigan residents, notwithstanding the actual residence of the parties.

Company Name

Benefit Profiles Inc

X _____

X Tammy Healey

By: _____

By: Tammy Healey

Its: _____

Its President/Director

Date: _____

Date: _____

Benefit Profiles Inc

Eligibility/Enrollment Processing -- Terms and Conditions

1. Title, Use and Scope of License:

1.1 Benefit Profiles Inc ("BPI") agrees to build and maintain a benefit administration system for use by the insurance agency and its employees, client and its employees.

1.2 Benefit Profiles Inc ("BPI") agrees to receive, process, and transmit to the appropriate insurance carriers' information regarding eligibility and enrollment for the applicable coverages ("Client Data"). BPI will communicate the scope of carriers and coverages it will process.

1.3 As more fully set forth in Article 2, Client has sole responsibility of Client's methods for collecting and transmitting Client Data. Client acknowledges that Client and/or the Users are solely responsible for the accuracy, quality and legality of all Client Data provided to BPI and that BPI has no responsibility for the Client Data.

1.4 All Client Data shall remain the sole property of Client or its User(s) and BPI does not acquire any rights to the Client Data. Upon termination of this Agreement, BPI has no obligation to maintain copies of the Client Data or provide Client and/or User(s) with copies thereof, and unless legally prohibited, BPI may delete Client Data from its systems. Notwithstanding any other provision herein, BPI shall have the right, and Client hereby grants to BPI a royalty-free, non-exclusive license to access, compile, aggregate and use Client Data for statistical analysis, benchmarking and research purposes, provided that Client Data is compiled and presented in aggregate form only, without identifying or being capable of identifying (i) the source of the Client Data; (ii) any employee, enrollee, subscriber, beneficiary, or other individual; or (iii) an employer, trade group, or insured. To the extent any Client Data is compiled or aggregated by BPI in accordance with the terms herein (collectively, the "Aggregate Data"), such Aggregate Data will be owned solely by BPI and may be used by BPI for any lawful business purpose without a duty of accounting to Client.

2. Maintenance, Duties and Obligations:

2.1 Client and its Users are responsible for transmitting Client Data accurately to BPI and auditing the Outputs of any data-collection method utilized by the Client. BPI (or in some cases the Suppliers) shall transmit the Client Data directly to Carrier(s). For purposes of clarification, "Output" shall be defined as Carrier bills, payroll deduction files, and determination of coverage, premiums, and effective dates of coverage pursuant to individual Carrier rules and contracts, costs, plan descriptions, etc. including but not limited to COBRA, health, life, retirement, disability, and third party materials. For purposes of this Agreement, such Client audits must be within the grace period a Carrier will retroactively adjust an enrollment after its discovery. Client acknowledges that accuracy of any information entered into the Benefit Administration System remains the sole responsibility of the Client. Client acknowledges and agrees that Client has the sole responsibility for auditing the Output and that Client is responsible for identifying any mistakes in the Output even if such mistakes are the result of the use of BPI's services. Client agrees to hold BPI harmless for any and all claims, premium payments, payroll errors or other damages resulting from inaccurate enrollment by Carrier(s), third party administrators, third party materials, or other providers. Client agrees that this regular audit requirement is reasonable due to errors which may arise from its data-collection methods.

2.2 Where applicable, Client is responsible for providing access to its account information for the insurance carriers. These requirements will be outlined on the System Order Form.

3. Warranties and Disclaimers:

3.1 These services are provided by BPI on an “AS IS” and “AS AVAILABLE” basis. BPI does not warrant that BPI will meet Client’s requirements, will achieve any particular result, operate without interruption, is error free or an existing service will continue to function or be supported. BPI will perform any Services in a professional manner consistent with industry standard practices. BPI’s has no liability for breach of a warranty contained in this Section 3.1 with respect to any of the Services, to re-perform the Services.

3.2 BPI warrants that it has the right to perform these services for the Client and agrees to transfer to Client all its rights to indemnification by the BPI in the event of any claim arising from a third party for the actual or alleged infringement by BPI of the rights of third parties, provided that Client notifies BPI in writing within 72 hours of the receipt by Client of any such claim or notice of any such claim and permits BPI upon request to assume and control the defense or settlement thereof. Client agrees to cooperate with BPI in every reasonable manner in the defense of such claim.

3.3 BPI may incorporate certain materials, services, products, etc. owned or provided by third parties (“Third Party Materials”). BPI CANNOT AND DOES NOT WARRANT (EXCEPT FOR BPI’S WARRANTY THAT IT HAS ALL RIGHTS NECESSARY TO USE AND ACCESS THE THIRD PARTY MATERIALS IN CONNECTION WITH the Benefit Administration System), AND BPI DISCLAIMS ANY AND ALL WARRANTIES REGARDING THIRD PARTY MATERIALS, INCLUDING THE SECURITY OF THE DATA, COMPLETENESS OR ACCURACY THEREOF, ACCURACY OF DATA SUPPLIED TO THIRD PARTIES BY Benefit Administration System, FITNESS FOR USE, COMPLETENESS OF CALCULATIONS, BENEFITS PAID OR PROMISED OR ELIGIBILITY.

3.4 Client or Users may use Third Party Materials which requires BPI to grant third parties access to confidential data. While BPI makes every effort to complete a thorough integration with third parties, data integrity may be lost, not transformed properly or not transferred; therefore, it is Client and Users responsibility to audit all data transferred through third party integrations. All third party access to The Benefit Administration system data is subject to the limitations found in Section 1.3. Client acknowledges that BPI has not conducted a review of third parties and that the inclusion in the Benefits Administration System of such third party material is not an endorsement of the service or product or evidence of the suitability, quality, security, etc. of the Third Party Materials. BPI RESERVES THE RIGHT TO TERMINATE OR SUSPEND THE THIRD PARTY SERVICE OR PRODUCT AT ANY TIME.

4. DISCLAIMER OF OTHER WARRANTIES AND LIMITATION OF LIABILITY:

4.1 THE WARRANTIES SET FORTH IN 3.1 AND 3.2 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS AND FITNESS FOR A PARTICULAR PURPOSE.

4.2 CLIENT’S REMEDIES AND BPI’S LIABILITY UNDER THIS AGREEMENT ARE LIMITED TO THE REMEDIES AND LIABILITIES SET FORTH IN SECTIONS 3.1, 3.2 AND 6.3 OF THIS AGREEMENT. IF NOTWITHSTANDING THE ABOVE CLIENT IS ENTITLED TO RECOVER DAMAGES FOR ANY REASON, THEN IN THE AGGREGATE OWNER SHALL ONLY BE LIABLE FOR THE AMOUNT OF ANY ACTUAL LOSS OR DAMAGE WHICH IS NOT IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY CLIENT TO OWNER UNDER THIS AGREEMENT DURING THE THREE MONTH PERIOD PRIOR TO CLIENT’S WRITTEN NOTICE TO OWNER OF ITS CLAIM.

4.3 EVEN IF CLIENT'S EXCLUSIVE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSES, BPI SHALL NEVER BE LIABLE UNDER THIS AGREEMENT TO CLIENT OR OTHERS FOR ANY ECONOMIC LOSS OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS PROFITS OR SAVINGS) OR INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BPI'S OWN NEGLIGENCE), LAW OR EQUITY AND REGARDLESS WHETHER BPI IS INFORMED OF THEIR POSSIBILITY. IN ADDITION TO THE ABOVE, CLIENT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT BPI SHALL NEVER BE LIABLE FOR ANY MONETARY DIFFERENCES BETWEEN CARRIER BILLS AND THE BENEFIT ADMINISTRATION SYSTEM OUTPUT OR DAMAGES OR LOSSES RESULTING FROM INCORRECT PAYROLL DEDUCTIONS AND BPI SHALL HAVE NO LIABILITY FOR ACTIONS OF THIRD PARTIES OR SUPPLIERS.

5. TERM AND TERMINATION:

5.1 The term of this Agreement commences on its effective date of the System Order Form and will remain in effect for the duration of time BPI provides these services to Client.

6. BUSINESS ASSOCIATE AGREEMENT, REQUIREMENT AND PROVISIONS:

6.1 Scope and Purpose. To the extent BPI or Client is considered a Business Associate or any User or other entity for purposes of the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations, as the same may be amended from time to time ("HIPAA"), with respect to any Agreement, the Business Associate provisions set forth below (the "BA Provisions") will, in addition to the other confidentiality obligations set forth herein, apply to the performance of such party. The parties will amend the BA Provisions, when necessary to comply, and to enable all Users or entities to comply, with HIPAA. However, Client acknowledges that any such changes may require technical modifications to the Benefit Administration System or the Services, for which BPI must be compensated. The parties will mutually agree upon any such compensation before amending these Master Terms & Conditions, and BPI will not be required to implement any technical modifications or deliver any additional functionality under this Section prior to the parties' mutual written agreement regarding the feasibility of the requested changes and the fees to be paid to BPI. Any term used but not defined in these BA Provisions will have the meaning given to it under HIPAA.

6.2 BA Obligations of the parties with respect to PHI.

6.2.1 Obligations. With regard to use and/or disclosure of PHI, each party will:

6.2.1.1 Not use or further disclose PHI other than as permitted or required by these BA Provisions or as required by law;

6.2.1.2 Use appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI other than as provided for by these BA Provisions and to reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of any User or entity;

6.2.1.3 Report to the applicable User or entity (a) any use or disclosure of PHI not provided for by these BA Provisions, or (b) any Security Incident, as defined in 45 C.F.R. 164.304 (as modified by or interpreted under any subsequent guidance issued by the federal Department of Health and Human Services), of which it becomes aware;

6.2.1.4 Require all of its subcontractors and agents that receive or use, or have access to, PHI under this Agreement, to agree, in writing to the same restrictions and conditions on the use and/or disclosure and safeguarding of PHI that apply to it pursuant to these BA Provisions;

6.2.1.5 Make available PHI necessary to Users or entities to respond to individuals' requests for access to PHI about them in the event that the PHI in its possession constitutes a Designated Record Set;

6.2.1.6 Make available PHI for amendment and incorporate any amendments to PHI in accordance with the Privacy Rule in the event that the PHI in its possession constitutes a Designated Record Set;

6.2.1.7 Make available the information required to provide an accounting of disclosures in accordance with the Privacy Rule;

6.2.1.8 Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of HHS for purposes of determining a User's or entity's compliance with the Privacy and Security Rules; and

6.2.1.9 Return to the applicable User or entity or destroy, within ninety (90) days of the termination of these BA Provisions, the PHI in its possession as a result of this Agreement and retain no copies, if it is feasible to do so. If return or destruction is infeasible, it will extend all protections contained in these BA Provisions to its use and/or disclosure of any retained PHI, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

6.2.2 Permitted Uses and Disclosures of PHI. Except as otherwise specified in these BA Provisions, each party may make any and all uses and disclosures of PHI to the extent directly related and necessary to perform its obligations under the Agreement, including by way of example and not limitation, each party may:

6.2.2.1 Use the PHI in its possession for its proper management and administration and to carry out its legal responsibilities;

6.2.2.2 Disclose the PHI in its possession to a third party for the purpose of its proper management and administration or to carry out its legal responsibilities, provided that the disclosures are required by law or it obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule;

6.2.2.3 Provide Data Aggregation services relating to the health care operations of the applicable User or entity; and

6.2.2.4 De-identify any and all PHI obtained hereunder and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule.

6.2.3 Termination: Upon receipt of notice from a User or entity asserting any material breach of these BA Provisions, Client and BPI shall work cooperatively together and with such User or entity promptly to cure such breach. If the parties fail to cure such breach in a reasonable time to the User's or entity's satisfaction, User or entity may terminate all Agreements involving such User or entity and the use or disclosure of PHI.

6.2.4 Survival. Sections 6.1 and 6.2 of these BA Provisions shall survive termination of this Agreement and continue indefinitely solely with respect to any PHI that the party retains in accordance with Section 6.2.1.9 above.

7. GENERAL:

7.1 All notices required to be given by this Agreement shall be in writing. Notice will be deemed given when personally delivered to the party's authorized representative, or sent by reputable overnight courier or by certified mail, postage prepaid, return receipt requested to the address for each party set

forth above. A notice sent by overnight courier or by certified mail will be deemed given on the date of receipt or refusal of receipt.

7.2 This Agreement and any attachments or amendments hereto: (i) constitute a fully integrated contract and state the entire agreement between the parties and supersede and merge any and all prior discussions, representations, demonstrations, negotiations, correspondence, writings and other agreements and together state the entire understanding and agreement upon which BPI and Client rely respecting the subject matter of this Agreement; (ii) may be amended or modified only in a writing agreed to and signed by the authorized representatives of the parties; (iii) shall be deemed to have been entered into and executed in the State of Michigan and shall be construed, performed and enforced in all respects in accordance with the laws of that State; and (iv) any action or proceeding arising out of or related to this Agreement shall be instituted only in the courts of Kent County, Michigan.

7.3 Failure or delay on the part of either party to exercise any right, power, privilege or remedy in this Agreement will not constitute a waiver.

7.4 Nothing in this Agreement will place BPI and Client in a relationship whereby Client is the principal or agent of BPI for any purpose or has the authority to bind BPI in anyway.

7.5 If any provision of this Agreement is held or declared to be illegal, invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as though the illegal, invalid or unenforceable provision had not been contained in the Agreement.

The parties to these Master Terms and Conditions have caused it to be duly executed and adoption is effective upon effective date of the System Order Form.

Client Name

Client Signature

Date

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance & Appropriations Committee
FOR MEETING DATE: October 19, 2022
SUBJECT: Catholic Human Services MOU

SUMMARY OF ITEM TO BE PRESENTED:

The Northern Michigan Regional Entity (NMRE) manages the Medicaid funding for behavioral health and substance use disorder (SUD) services in Wexford County.

Half of the County's liquor tax revenue is directed to NMRE to fund a variety of SUD treatment and prevention services. Some of that revenue is available to the County through a grant process.

Circuit Court Judge Jason Elmore submitted a grant application to NMRE to fund a counselor who will visit both the Wexford and Missaukee jails. From the grant application completed by Judge Elmore: "This is a collaboration between Wexford and Missaukee Counties and Catholic Human Services. Funds will go to hire a dedicate substance use disorder treatment counselor." The counselor will visit the Wexford County Jail 3 days a week and Missaukee County jail 2 days a week and provide treatment."

The program's long-term desired outcome (again, from the grant application) is to: "decrease recidivism of those in the criminal justice system in Wexford and Missaukee Counties based by 20% based on review of records maintained by the county clerks and the local Michigan Department of Corrections Probation Offices."

Judge Elmore has received notice that the grant was approved by NMRE. (A copy of the grant application is available upon request.) Sarah Hegg, Catholic Human Services Clinical Supervisor for the Western and Southwestern Regions has indicated that the staff at Catholic Human Services will take care of the grant's financial administration and quarterly reporting. Ms. Hegg has provided the attached Memorandum of Understanding for your consideration.

RECOMMENDTION:

The Finance & Appropriations Committee forward a recommendation to the full board to approve the MOU with Catholic Human Services.



MEMORANDUM OF UNDERSTANDING

Catholic Human Services and Wexford County

The purpose of this memorandum is to demonstrate the responsibilities of Catholic Human Services as outlined in the liquor tax grant between Catholic Human Services and Wexford County, specifically Wexford County Jail.

Project Explanation:

This is a collaboration between Wexford and Missaukee Counties and Catholic Human Services. Funds will go to dedicate a substance use disorder treatment counselor who will visit Wexford and Missaukee County jails and provide treatment 3 days a week.

A designated licensed and credentialed substance use disorder clinician will provide an expansion of substance use disorder services in Wexford County Jail which includes substance use disorder treatment to pretrial inmates and post-conviction inmates. The clinician will provide weekly substance use disorder assessments and treatment based on jail and community correction referrals and recommendations.

The project will address the needs of expansion of ASAM levels of care to incarcerated individuals through delivery of evidence-based substance use disorder screening, assessment, treatment and case management services. The project will increase access, education and support to individuals with any identified diagnosis or risk of a substance use disorder while incarcerated. The project will also help sustain the development and implementation of SUD services to individuals incarcerated at Wexford and Missaukee jails while focusing on a reducing of recidivism, reduction of overdose and fatal overdoses as well as improved follow through of aftercare recovery-based services once individuals are released from jail.

Catholic Human Services agrees to the following short-term and long-term objectives as outlined in the liquor tax grant and will submit quarterly reports to NMRE and Wexford County indicating the following success and or barriers for the desired short and long-term outcomes:

Short term outcomes:

Increased access of SUD services to 100% of those in jail with a determined risk for relapse and or diagnosis of SUD . Develop and implement SUD screening protocols at booking to determine eligibility. Implement SUD screening to be coordinated with jail medical, CMH and CHS counselor for appropriate level of ASAM SUD services.

Long term outcomes:

Decrease recidivism of those in the criminal justice system in Wexford and Missaukee Counties based by 20% based on review of records maintained by the county clerks and the local Michigan Department of Corrections Probation Offices. Individuals that were provided SUD services while incarcerated will have an increase by 25% for follow through of SUD treatment in determined level of care (outpatient or residential) once released from jail based on consistent aftercare coordination of jail administration, jail medical and CHS counselor and providers.

catholichumanservices.org

Alpena Office
989-356-6385
154 S. Ripley Blvd.
Alpena, MI 49707

Cadillac Office
231-775-6581
421 S. Mitchell St.
Cadillac, MI 49601

Gaylord Office
989-732-6761
829 W. Main St., Ste. C3
Gaylord, MI 49735

Traverse City Office
231-947-8110
1000 Hastings St.
Traverse City, MI 49686

Senior Volunteer Program
231-929-7070
1832-A Oak Hollow Dr.
Traverse City, MI 49686



Catholic Human Services will complete the Financial Status Report (FSR) as requested by Northern Michigan Regional entity and the quarterly reports required for the Public Act 2 (PA-2) funds. A copy of the quarterly report will be provided to a Wexford County designee.

Both parties agree to follow confidentiality guidelines regarding persons served and understand that by the nature of this MOU, both parties may exchange information as appropriate.

This memorandum of understanding will be in effect for October 1, 2022 through September 30, 2023.

Signatures:

9/28/2022

9/28/2022

Catholic Human Services
Chip Cieslinski – President/CEO
Sarah Hegg – Clinical Supervisor

Wexford County

Date

Wexford County

Date

catholichumanservices.org

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BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance & Appropriations Committee
FOR MEETING DATE: October 19, 2022
SUBJECT: Central Dispatch Vehicle Purchase

SUMMARY OF ITEM TO BE PRESENTED:

Mr. Alworden, Central Dispatch Director, would like to purchase a vehicle from a local dealership which would be used to pull a trailer to events for educational purposes. Due to the market, it would be an extended period of time before receiving a vehicle if he tried to order one. This vehicle is a 2020 GMC with 40,000 miles on it and it does fit the needs of which Central Dispatch is requiring. Administration assisted on sending a letter to the dealership to hold the truck and that Central Dispatch has the intent to purchase. This truck would come out of Central Dispatch's 2022 Budget, and would not require any supplemental funding from the General Fund

RECOMMENDTION:

The Finance & Appropriations Committee forwards a recommendation to the full board to approve the purchase of the 2020 GMC pickup, with payment to come from Central Dispatch 2022 Budget.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance & Appropriations Committee
FOR MEETING DATE: October 19, 2022
SUBJECT: Sheriff's Department Vehicle Purchase

SUMMARY OF ITEM TO BE PRESENTED:

The Sheriff's Department was approved for a vehicle purchase in 2021 and the vehicle was ordered. The funds were approved to come from the 2021 budget. In the past they would pay for the vehicle after it has been delivered; however, with the way the market is going they are now required to pay for the vehicle before it is outfitted and delivered. The Sheriff was informed that the vehicle has arrived to be outfitted; and since the 2021 budget is closed and finalized, the Department is asking for approval for the purchase to come from the 2022 budget.

RECOMMENDTION:

The Finance & Appropriations Committee forwards a recommendation to the full board to approve the purchase of the patrol vehicle from the Sheriff's 2022 Budget.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance & Appropriations Committee
FOR MEETING DATE: October 19, 2022
SUBJECT: MERS Employee Contribution Corrections

SUMMARY OF ITEM TO BE PRESENTED:

In 2019 the Board of Commissioners voted to have a minimum contribution of 5% and there were a couple Union contracts that were not updated. On October 5, 2022 the Board authorized the Chairman to sign the addendums that would correct that. This payment to MERS corrects the employee contributions of two employees.

RECOMMENDTION:

The Finance & Appropriations Committee forwards a recommendation to the full board to approve a payment to MERS in the amount of \$6,696.79 to correct two employee contributions and match the MERS adoption agreements approved by the Board of Commissioners on October 5, 2022.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance & Appropriations Committee
FOR MEETING DATE: October 19, 2022
SUBJECT: FY2023 P.A. 511 Community Corrections Grant Agreement

SUMMARY OF ITEM TO BE PRESENTED:

On May 4, 2022, the Board of Commissioners approved and authorized the Chairman to sign Resolution 22-12, which supported the Community Corrections Manager plan and application for the P.A. 511 Grant.

The following presented agreement is the awarded funding and proposed agreement for the fiscal year 2023 and for the Chairman to sign.

RECOMMENDTION:

The Finance & Appropriations Committee forwards a recommendation to the full board to approve and authorize the Chairman to sign the FY2023 Community Corrections Grant Agreement.

STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
P.O. BOX 30003
LANSING, MICHIGAN 48909

GRANT NO. CPS-2023-1-32
between
THE DEPARTMENT OF CORRECTIONS
and

GRANTEE NAME AND ADDRESS: Wexford County 437 E. Division Cadillac, MI 49601		GRANTEE TELEPHONE: 231-779-9472
GRANTEE CONTACT: Mistine Stark		MDOC CONTACT: Douglas Clark
DESCRIPTION OF GRANT: Community Corrections – Provide programs and services that shall enhance jail utilization, reduce the prison commitment rate, and impact recidivism.		
GRANT PERIOD: 1 Year FROM: October 1, 2022 TO: September 30, 2023		
BUDGET INFORMATION: TOTAL AUTHORIZED BUDGET: \$120,000.00		

FOR THE GRANTEE:	FOR THE STATE:
Firm Name	Signature
Authorized Agent Signature	Lia Gulick Name
Authorized Agent (Print or Type)	Deputy Director, MDOC Title
Date	Date

GRANT AGREEMENT TERMS

This GRANT AGREEMENT ("**Grant**") is agreed to between the State of Michigan Department of Corrections ("**MDOC**") and Wexford County ("**Grantee**"). This Grant is effective on October 1, 2022 ("**Effective Date**"), and unless terminated earlier as provided in this Agreement, expires on September 30, 2023 (the "**Term**").

PART I – PROGRAM REQUIREMENTS

1.0 Statement of Purpose

Funds awarded through this Grant are to provide services pursuant to the Community Corrections Act ("**CCA**"), 1988 PA 511, MCL 791.401, et seq; and are based upon Grantee's Comprehensive Corrections Plan, inclusive of the approved program descriptions and approved budget documents, and the Proposal for Community Corrections Funds ("**Grantee's Plan**"), and hereby made part of this Grant. Grantee's Plan outlines local goals, objectives, and priorities to decrease prison admissions and increase utilization of community-based sanctions and services for eligible participants and improve jail utilization. MDOC has approved Grantee's Plan and the award of Community Corrections funds for implementation of Grantee's Plan.

This Grant defines the roles and responsibilities of the Grantee and the MDOC and the terms and conditions which apply during the term of this Grant.

1.1 General Requirements

- A. The Grantee must be a lawful entity duly established under the laws of the State of Michigan (the "**State**") and have the proper authority to apply for funds under this Grant as set forth in the CCA. Section 6 of the CCA, MCL 791.406, sets forth the governmental entities that have the proper authority to apply for funds, which include counties, cities, and regional advisory boards. Section 10 of the CCA, MCL 791.410, sets forth the criteria for a nonprofit to apply for funding.
- B. The Grantee shall implement policies and procedures and deliver services to eligible participants in accordance with the goals and objectives, standards and policies as set forth in the CCA and the Grantee's program description and budget as approved by the MDOC.
- C. The MDOC does not guarantee the Grantee a minimum number of referrals.
- D. The Grantee must provide services for all eligible participants, including transgender and gender nonconforming participants.

1.2 Staffing Requirements

- A. Contractors and Subcontractors: Grantee has the right to select contractors and subcontractors to assist with the Grant.

B. Staffing Standards

1. Criminal Record:

Prior to Grantee's employee, contractor, or subcontractor (collectively "Grantee Staff") performing any services under the Grant, Grantee will ensure that no Grantee Staff (i) has a pending criminal prosecution, (ii) is under the supervision of a criminal justice agency for a felony, (iii) is required to register as a sex offender or (iv) has a felony conviction that occurred in the previous 5 years, unless MDOC's Grant Administrator or designee has provided prior written approval for the Grantee Staff to perform the work. Grantee Staff who have active warrants, are under criminal justice supervision, or are required to register as a sex offender shall not be appointed to perform any services unless MDOC's Contract Monitor or designee has provided prior written approval for the Grantee Staff to perform the work.

The Grantee shall ensure that no Grantee Staff related as an immediate family member to a participant is assigned to perform services in a program in which such participant is enrolled in, unless prior written approval to such an assignment has been obtained from the Grant Administrator via CAJ-202. "Immediate family member" includes: a participant's spouse, child, parent, stepparent, grandparent, grandchild brother, sister, parent-in-law brother-in-law sister-in-law, nephew, niece, aunt, uncle, first cousin, or the spouse or guardian of any persons described in this subdivision. The MDOC may request documentation, including but not limited to, an affidavit from Grantee Staff stating that no familial relation exists with a participant in the program in which he/she will be providing services.

C. Law Enforcement Information Network

1. Grantee employees that provide direct services to participants (prisoner, parolee, probationer, pretrial defendants), handle or may have access to participant records, or provides supervisory services to staff performing these functions, must complete the Law Enforcement Information Network (LEIN) Information Form at the start of the Grant and annually thereafter, as directed by the Michigan Department of Corrections.
2. The completed LEIN Information Form must be sent to the MDOC-PMCD-FOA-LEINS@michigan.gov and approved by MDOC prior to Grantee employees working with participants. There is no cost associated with the LEIN. The LEIN form will be provided to the Grantee.
3. Grantee must perform background checks on contractor and subcontractor staff prior to their assignment. Documentation must be provided upon request to the State of Michigan. Grantee ensures all costs associated with processing the background checks will be paid. The State, in its sole discretion, may also perform background checks. The background check must include the Michigan State Police Internal Criminal History Access Tool (ICHAT), or the municipal/federal equivalent. The Contractor must maintain a copy of the background check(s) for auditing purposes.
4. Grantee staff may be required to complete and submit an RI-8 Fingerprint Card for Fingerprint Checks to the MDOC.

D. Licensing:

The Grantee shall ensure its Grantee Staff that provide substance use outpatient and assessment services are qualified and experienced in the contracted area of clinical treatment as follows:

Bachelors-level:

1. Must possess a bachelor's degree in the Behavioral Sciences (Social Work, Counseling, or Psychology)
2. Must possess appropriate state licensure and credentials at time of hire or an approved development plan in place with eligibility to obtain certification within six months of starting services.

The Grantee shall ensure its Grantee Staff that provide outpatient mental health services are qualified and experienced in the contracted area of counseling as follows:

Master's-level:

1. Must possess a master's degree or above in the Behavioral Sciences (Social Work, Counseling, or Psychology)
2. Must possess appropriate licensure through the State of Michigan to practice.
3. Must have one year of experience in the contracted treatment area.

Bachelors-level

1. Must possess a bachelor's degree in the Behavioral Sciences (Social Work, Counseling, or Psychology)
2. Must possess appropriate licensure through the State of Michigan to practice.
3. Must have three years of experience in the contracted treatment area.

Other combinations of education and experience the MDOC considers adequate to perform the necessary tasks effectively and efficiently, and which have been specifically approved by the MDOC may be allowed at the sole discretion of MDOC.

E. Training

In accordance with MDOC instruction, grantee employees, contractor(s) staff, and subcontractor(s) staff who provide direct services to participants must complete MDOC provided training before providing services under this grant. Exceptions may be made for transfers or employees with prior MDOC work experience in similar positions who have completed MDOC training previously. Contact the MDOC Contract Monitor with any questions concerning MDOC training.

1.3 Budget and Financial Reporting

- A. All funds shall only be spent in accordance with this Grant
- B. Changes in the budget require written approval of the MDOC. The Budget Adjustment Request form is Attachment A, Budget Adjustment Request (BAR) Form.
- C. This Grant does not commit the State or the MDOC to approve requests for additional funds at any time.

- D. Travel reimbursement shall be allowed solely in compliance with the State's Standardized Travel Regulations. The current Standardized Travel Regulations and travel rates authorized by the State may be found at http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html. Reimbursement of Out-of-State travel costs requires pre-approval of the MDOC Grant Administrator.

1.4 Payment Schedule

Payments to the Grantee shall be made in accordance with the following terms:

- A. The MDOC shall reimburse the Grantee for all approved actual and incurred costs to support approved program and administrative activity up to the total amount authorized in the Grantee's Plan as the "**Total Authorized Budget**". MDOC will only pay for expenditures that occurred during the Term of the Grant. The Monthly Expenditure Reports must be emailed to OCC@michigan.gov in Microsoft Excel format no later than 30 calendar days following the month in which expenses were incurred. General Ledger documentation supporting monthly expenditures shall be provided and additional supporting documentation may be requested to accompany the Monthly Expenditure Report. Expenditures not received prior to the 30th calendar day may be denied payment.
- B. Payments are conditional upon the Grantee's submittal of all required monthly expenditure and program data, and responses to financial audits. All reports shall be completed in the format provided by the MDOC.
- C. Program enrollments must be comprised of the target population identified within the approved program descriptions.
- D. Pursuant to section 11 of the CCA, MCL 791.411, Administrative costs shall not exceed 30% of the total funding recommended for the implementation of the comprehensive corrections plan (Total Authorized Budget). Reimbursement of all costs may be adjusted by the MDOC through a BAR and/or change notice process.
- E. MDOC will only disburse payments under this Grant through Electronic Funds Transfer (EFT). Grantee must be registered with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Grantee is not registered, MDOC is not liable for failure to provide payment.

1.5 Program Eligibility

The Grantee shall ensure that participants receiving services under this Grant meet the eligibility requirements approved by MDOC within Grantee's Plan.

Program eligibility overrides may be requested in writing to the assigned OCC Specialist. Once a response is provided it must be maintained in the participant's file.

1.6 Monitoring and Reporting Program Performance

- A. Monitoring:

Data Program Participation and Offender Profile Data must be maintained within the data management system that is pre-approved by the MDOC and remain current throughout the term of the Grant. Grantee Staff shall complete a User Agreement Form (Attachment B), Security Agreement Data Processing (Attachment C), and State of Michigan Technical Standard 1340.00.130.02 Acceptable Use of Information Technology (Attachment D) for all staff entering data into the data management system and submit it to MDOC prior to any Grantee Staff completing data entry. The Grantee is responsible for notifying MDOC of the termination of any Grantee Staff with access to the data management system no later than 2 business days after termination or suspension of employment.

The Grantee must upload accurate program participation and offender profile data to the data management system approved by the MDOC no later than 30 calendar days after the end of each month. The Grantee must submit an accurate Quarterly Report (Attachment E) by email to your Community Corrections Specialist no later than 30 calendar days following the quarterly report period:

1. Quarter 1 is October 1 – December 31
2. Quarter 2 is January 1 – March 31
3. Quarter 3 is April 1 – June 30
4. Quarter 4 is July 1 – September 30

The Grantee shall enter accurate and timely program participation and offender profile data throughout the term of this Grant. Data and information shall be submitted in a format provided by the MDOC that includes, but is not limited to:

1. Data pertaining to participant participation in all programs and selected characteristics of participants determined eligible for and enrolled in programs. The data elements required to be accurately entered shall include, at a minimum:
 - a. Person/Case Record Status
 - b. SID
 - c. MDOC Number (if applicable)
 - d. Name of participant
 - e. Race
 - f. Gender
 - g. Date of Birth
 - h. County
 - i. Legal Status
 - j. Date enrolled/terminated from each program/case
 - k. Termination code
2. All programming must have sign-in sheets for each session and may be requested. If requested, sign in sheets shall be submitted with expenditure reports. The sign-in sheets shall include, at a minimum:
 - a. Date of the session
 - b. Name of the program

c. Name and signature of participants

C. CCAB Meeting:

1. There must be a minimum of at least four CCAB meetings a year to review and approve the Quarterly Reports, and the application for the next year's grant.
2. The Grantee shall make all approved CCAB meeting minutes available at the time of the MDOC review.

D. Prisoner Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601
The Grantee must report any information concerning violations of PREA as soon as made aware of the alleged occurrence to the Supervising Agent, Grant Administrator and Contract Monitor.

1.7 Grantee Regulations (CONTRACTOR REGULATIONS OF CONDUCT FOR SERVICES PURSUANT TO A COMPREHENSIVE PLANS AND SERVICES GRANT ADMINISTERED UNDER 1988 PA 511)

Grantee staff, as defined in Sec. 1.2 B, that provide direct services to participants, handle or may have access to participant records, or provides supervisory services to staff performing these functions, must read and sign the MDOC Grantee Regulations (Attachment F) as directed by the MDOC. The PMCD Contract Monitor will email the Grantee with a copy of the applicable Grantee Regulations. If there are revisions to the Grantee Regulations during the grant period, the PMCD Contract Monitor will provide the updated Grantee Regulations to the Grantee for Grantee Staff signatures. Grantee Signature pages must be returned to the PMCD Contract Monitor within 30 days of receipt of the Grantee Regulations and signed contracts. Grantee's Contractor staff signature pages must be returned to the Grantee within 30 days of receipt of the Grantee Regulations and signed fully executed Grantee's Contractor contracts.

PART II - GENERAL PROVISIONS

2.1 Project Changes

The Grantee must obtain prior written approval for project changes from the assigned MDOC Grant Specialist.

2.2 Notices

Any notice to any other party required by this Grant will be submitted in writing and deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) when received, if mailed by certified or registered mail, return receipt requested, postage prepaid.

Unless either party notifies the other in writing of a different mailing address, notice to the parties will be transmitted as indicated below:

To the MDOC:

Douglas Clark
206 E. Michigan
Lansing, MI 48933
Phone: 517-219-2370
Clarkd15@michigan.gov

To Grantee:

Mistine Stark
437 E. Division
Cadillac, MI 49601
Tel: 231-779-9472
Fax: 231-779-9102
E-mail: mstark@wexfordcounty.org

2.3 Record Retention

The Grantee will maintain all records and detailed documentation regarding this Grant, including all financial records, supporting documents, statistical records, and all other pertinent records, for a period of not less than seven (7) years from the date of Grant termination, the date of submission of the final expenditure report, or until any litigation and audit findings have been resolved, whichever is later, unless a longer retention period is specified by Grantee's retention and disposal schedule.

2.4 Program Income

All program income, if any, may be added to the program budget and used to further eligible program objectives. The final determination will be made by the MDOC Grant Manager.

2.5 Purchase of Equipment

The purchase of equipment not specifically listed in the budget must have prior written approval of the MDOC Grant Manager. Equipment is defined as expendable personal property having a useful life of more than one year. Such equipment will be retained by the Grantee unless otherwise specified by the Grant Manager at the time of approval.

2.6 Accounting

The Grantee will adhere to the Generally Accepted Accounting Principles and will maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, timesheets and invoices. The expenditure of State funds will be reported by line item and compared to the budget. Funds provided under this Grant will be maintained or accounted for within a special revenue fund.

2.7 Audit

A. Statutory Records Maintenance, Inspection, Examination, and Audit

Pursuant to Section 470 of the Management and Budget Act, 1984 PA 431, MCL 18.1470, the State, or its designee, may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Grant through the Term and any extension of the Grant and for seven years after the latter of termination, expiration, or final payment under this Grant ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where activities under the Grant are being performed, and examine, copy, and audit all records related to this Grant. The State, and its authorized representatives or designees, and the Grantee shall mutually agree in writing to a date and time for the audit that is no more than 10 calendar days after the State first provides notice of its intent to audit. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent requests for reimbursement until the amount is paid or refunded.

This Section applies to Grantee and any contractors or subcontractors that perform services in connection with this Grant.

2.8 MDOC Reviews

The MDOC and the Grantee must agree on a date and time for each review at Grantee's location(s) to determine if the Grantee is complying with the

requirements of the Grant. The date and time must be agreed upon between the Grantee and the MDOC. The Grantee must assist the MDOC in the review process and provide all requested documents 15 days prior to the agreed upon review date.

2.9 Competitive Bidding

The Grantee will comply with all applicable laws and regulations regarding competitive solicitation for all procurement transactions involving the use of State funds under this Grant. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the MDOC Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

Grantee financial monitoring of contractors will be reviewed during the MDOC review, as well as contractor responses to any agency recommendations.

2.10 Limitation of Damages

Neither party is liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Liability of the MDOC is limited to the Total Authorized Budget specified for the fiscal year of the Grant giving rise to the claim.

2.11 Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Grant ("**Funded Developments**"), including copyright, patent, and trademark rights, will belong to the Grantee. Grantee grants the State a nonexclusive, perpetual, worldwide, royalty-free, fully paid up, sublicensable license to make, use, distribute, copy, modify, create derivative works, publicly perform and display the Funded Developments.

2.12 Termination/Cancellation

- A. In instances of substantial noncompliance with program standards, participant eligibility, evidenced based practices, and Grant Agreement Terms, Grantee funding shall be halted. Except that before halting funding, MDOC shall do both of the following:
 - a. Notify the Grantee of the allegations by way of a Corrective Action Plan (CAP) and
 - b. Allow 30 days for a response.

If a remedy agreement is reached in conjunction with the grantee in writing, MDOC shall allow 30 days following that agreement for the remedy to be implemented.

B. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) breaches any of its material duties or obligations; (b) poses a serious and imminent threat to the health and safety of any person, or the imminent

loss, damage or destruction of any real or tangible personal property; or (c) fails to cure a breach within the time stated in a notice of breach. In the event that this Grant is terminated for cause, the State will only pay for amounts due to Grantee for expenditures approved by the State on or before the date of termination, and the Grantee will be responsible for all costs incurred by the State in terminating this Grant for cause, which may include State administrative costs, reasonable attorneys' fees and court costs, and any other reasonable additional costs the State may incur.

C. Termination for Convenience

Either party may terminate this Grant for its convenience, in whole or part, for any reason and without penalty, by giving the other party written notice at least thirty days prior to the date of termination. If this Grant is terminated for convenience in part, the budget will be adjusted to reflect those reductions. In the event of a termination for convenience, the State will pay for amounts due to Grantee for expenditures approved by the State on or before the date of termination.

D. Non-Appropriation

The Grantee acknowledges that continuation of this Grant is subject to appropriation or availability of funds for this Grant. Notwithstanding any other provision of this Grant, if funds to enable the State to effect continued payment under this Grant are not appropriated or otherwise made available, the State will have the right to terminate this Grant, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available, by giving written notice of termination to the Grantee. In the event of a termination under this section, the Grantee will, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Grant and the State will only pay for amounts due to Grantee for expenditures approved by the State on or before the date of termination to the extent funds are available.

2.13 No State Employees or Legislators

No member of the Legislature, Judiciary of the State of Michigan, or any individual employed by the State will be permitted to receive benefits as a Grantee or as a contractor or subcontractor of this Grant. This section, however, does not preclude a member of the Legislature, Judiciary of the State of Michigan, or an individual employed by the State from participating as an eligible participant in accord with the goals and objectives of the Grant.

2.14 Nondiscrimination

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. Grantee, its contractors and 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.

2.15 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.321, *et seq.*, the State will not award a grant to a Grantee whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322. A Grantee, in relation to the Grant, will not enter into a contract with a contractor or subcontractor, whose name appears in this register. Pursuant to MCL 423.324, the State may void any Grant if, subsequent to award of the Grant, the name of the Grantee as an employer or the name of the contractor or subcontractor of the Grantee appears in the register.

2.16 Confidential Information

For the purposes of this Grant, 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. Confidential Information also includes all information protected by state or federal law, including “Personal identifying information” as defined in the Identity Theft Protection Act, 2004 PA 452, MCL 445.63(q).

The term “Confidential Information” does not include any information or documentation that is:

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).

Each party must: (a) use the same degree of care it uses to protect its own Confidential Information to protect the disclosing party’s Confidential Information, but in any event not less than reasonable care; (b) use the disclosing party’s Confidential Information only in connection with the purposes of this Grant; and (c) limit access to the disclosing party’s Confidential Information to its employees, contractors, or subcontractors performing work in connection with the Grant. Each party must advise its employees, contractors, and subcontractors who receive or have access to any of the other party’s Confidential Information of its confidential nature.

Upon the termination of this Grant, or at the written request of the disclosing party, the recipient party must return all copies of the disclosing party’s Confidential Information or certify in writing that all copies thereof have been destroyed, except as otherwise provided by law, including a party’s retention and disposal schedule.

2.17 Governing Law

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

2.18 Compliance with Laws

The Grantee will comply with all applicable state, federal, and local laws and ordinances in performing this Grant.

2.19 Assignment

The Grantee will not have the right to assign the Grant, or to assign any of its duties or obligations under the Grant, to any other party (whether by operation of law or otherwise), without the prior written consent of the MDOC. Any purported assignment in violation of this section will be null and void.

2.20 Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this Grant will not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the Grant.

2.21 Severability

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

2.22 Survival

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

2.23 Media Releases

Grantee will not make any media releases pertaining to the Grant without prior written authorization from MDOC, and then only in accordance with the explicit written instructions of MDOC.

2.24 Grant Modification

No modification, amendment, or waiver of any provision of the Grant Agreement Terms or Total Authorized Budget of this Grant will be effective unless in writing and signed by authorized representatives of both parties.

2.25 Entire Grant

This Grant, which includes Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G and expressly incorporated schedules and exhibits, contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements, whether written or oral, concerning its subject matter. If there is a conflict between documents, the order of precedence is: (a) first, the Grant, excluding its schedules, exhibits, Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, and Attachment G; (b) second, Attachment A; (c) third, Attachment B; (d) fourth, Attachment C; (e) fifth, Attachment D; (f) sixth, Attachment E; (g) seventh, Attachment F; (h) eighth, Attachment G; and (i) ninth, schedules and exhibits expressly incorporated into this Grant.

2.26 Contract Monitor

The Program Specialist will work with the Grantee if performance concerns are identified. The Contract Monitor will review, document, and assess Grantee compliance to this grant:

State:
Chris Balmes 206 E. Michigan Ave. – 5 th Floor Grandview Plaza Lansing, MI 48933 balmesc@michigan.gov 517-290-2935
Jordan Vollmar Conley 206 E. Michigan Ave. – 5 th Floor Grandview Plaza Lansing, MI 48933 conleyj@michigan.gov 517-285-6400

Attachment A, Budget Adjustment Request (BAR) Form

See attached Excel spreadsheet.

Attachment B, User Agreement Form

See attached Word document.

Attachment C, Security Agreement Data Processing

See attached Word document.

**Attachment D, State of Michigan Technical Standard 1340.00.130.02 Acceptable
Use of Information Technology**

See attached Adobe PDF document.

Attachment E, Quarterly Report

See attached Excel spreadsheet.

**Attachment F, Grantee Regulations (CONTRACTOR REGULATIONS OF CONDUCT
FOR SERVICES PURSUANT TO A COMPREHENSIVE PLANS AND SERVICES GRANT
ADMINISTERED UNDER 1988 PA 511)**

See attached Word document.

BOARD OF COMMISSIONERS CORRESPONDENCE ITEM

FROM: Administration
FOR MEETING DATE: October 19, 2022
SUBJECT: Charter/Spectrum Broadband Network Expansion

SUMMARY OF ITEM TO BE PRESENTED:

October 10, 2022 - Spectrum today announced construction is underway on a fiber-optic network expansion project that will bring gigabit broadband and other Spectrum services to over 4700 homes and small businesses in Wexford County, Michigan. Spectrum services are available to some residents and small business owners in the buildout area beginning today. The buildout is part of Spectrum's approximately \$5 billion investment in unserved rural areas, which includes more than \$1 billion won in the Federal Communications Commission's (FCC) Rural Digital Opportunity Fund (RDOF) auction. The company's RDOF expansion will provide broadband access to approximately 1 million customer locations as estimated by the FCC across 24 states in the coming years.

Full article and press release from Charter/Spectrum can be viewed at:

<https://corporate.charter.com/newsroom/spectrum-launches-gigabit-broadband-in-wexford-county-michigan>