



## Wexford County

### FINANCE & APPROPRIATIONS COMMITTEE

*Mike Musta, Chair*

#### **NOTICE OF MEETING**

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Wednesday, March 27, 2024, beginning at 4:00 p.m. in the Commissioners' Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

#### **TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF MARCH 14, 2024 REGULAR MEETING MINUTES ..... 1
- F. PUBLIC COMMENTS  
*Designated for topics on the agenda only.*
- G. AGENDA ITEMS
  - 1. Approval of the Claims *(Clerk's Office)*
  - 2. Revenue and Expense Reports ..... 2
  - 3. USDA Forest Service Grant Agreement ..... 5
  - 4. H&S Companies Agreement ..... 9
  - 5. Opioid Misuse Prevention Media Campaign DHD #10 – Opioid Funds ..... 10
  - 6. VC3 IT Services Agreement ..... 35
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY  
FINANCE & APPROPRIATIONS COMMITTEE MEETING  
REGULAR MEETING MINUTES  
March 14, 2024

The regular meeting was called to order by Chair Michael Musta at 4:00 p.m., in the Commissioners’ Room, Third Floor, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Michael Musta, Brian Potter, and Gary Taylor  
Members Absent: Julie Theobald  
Also Present: Jami Bigger; Deputy County Administrator/HR Director; Megan Kujawa, Sr. Exec. Administrative Assistant; Kristi Nottingham, Treasurer; and Alaina Nyman, Clerk.

**ADDITIONS OR DELETIONS TO THE AGENDA**

None.

**APPROVAL OF THE AGENDA**

A motion was made by Comm. Taylor and supported by Comm. Potter to approve the agenda, as presented. A vote was called, all in favor. Motion passed, 3-0.

**APPROVAL OF THE MINUTES**

A motion was made by Comm. Taylor and supported by Comm. Potter to approve the February 28, 2024, Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 3-0.

**PUBLIC COMMENTS**

None.

**AGENDA ITEMS**

*G.1. Approval of Claims*

A motion was made by Comm. Potter and supported by Comm. Taylor to approve paying the bills in the amount of \$421,102.65. A vote was called, all in favor. Motion passed, 3-0.

**CORRESPONDENCE**

None.

**ADMINISTRATOR’S COMMENTS**

None.

**PUBLIC COMMENTS**

None

**COMMITTEE COMMENTS**

None.

**CHAIR COMMENTS**

None.

**ADJOURN**

A motion was made by Comm. Taylor and supported by Comm. Potter to adjourn the meeting at 4:01 p.m. A vote was called, all in favor. Motion passed, 3-0.

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Michael Musta, Chair

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Megan Kujawa, Recording Secretary

**REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY**

**PERIOD ENDING 02/29/2024**

**% Fiscal Year Completed: 16.39**

GL #	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE NORM (ABNORM)	ACTIVITY FOR 02/2024 INCREASE (DECREASE)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
<b>Fund 101 - GENERAL FUND</b>						
<b>Expenditures</b>						
101	COMMISSIONERS	118,669.00	16,888.29	8,330.99	101,780.71	14.23
172	COUNTY ADMINISTRATION	139,057.00	19,356.38	9,654.74	119,700.62	13.92
174	GEN SERVICES ADMINISTRATION	898,356.00	217,992.67	33,036.94	680,363.33	24.27
193	ARPA Direct Payment	0.00	44,519.64	294.64	(44,519.64)	100.00
194	DEPT OF AGRICULTURE	120,000.00	0.00	0.00	120,000.00	0.00
215	COUNTY CLERK	434,104.00	52,621.71	27,017.12	381,482.29	12.12
245	STATE SURVEY & REMONUMENTATION	49,898.00	0.00	0.00	49,898.00	0.00
253	COUNTY TREASURER	451,989.00	71,639.37	30,599.74	380,349.63	15.85
257	EQUALIZATION	586,791.00	95,351.26	55,083.77	491,439.74	16.25
262	ELECTIONS	110,150.00	66,301.35	51,016.38	43,848.65	60.19
265	BUILDING AND GROUNDS	485,267.00	60,655.59	40,357.27	424,611.41	12.50
268	DISTRICT HEALTH DEPARTMENT	102,100.00	19,050.43	10,186.42	83,049.57	18.66
270	HUMAN RESOURCES	90,485.00	51,936.63	34,853.33	38,548.37	57.40
271	JAIL - BLDG/GRDS CARMEL ST	5,500.00	9,132.95	9,132.95	(3,632.95)	166.05
272	MAINT/STORAGE - BLDG/GRDS	8,020.00	945.69	721.55	7,074.31	11.79
276	HUMAN SERVICES BLDG	135,100.00	15,796.56	13,315.09	119,303.44	11.69
278	JAIL - BLDG/GRDS	268,700.00	25,455.69	12,864.18	243,244.31	9.47
279	PUBLIC DEFENDER	253,610.00	57,680.49	26,603.16	195,929.51	22.74
283	CIRCUIT COURT	344,369.00	46,303.43	22,655.25	298,065.57	13.45
286	DISTRICT COURT	761,190.00	128,386.18	72,369.55	632,803.82	16.87
289	FRIEND OF THE COURT	1,082,709.00	147,828.92	66,769.70	934,880.08	13.65
293	RAISE THE AGE	285,000.00	0.00	0.00	285,000.00	0.00
294	PROBATE COURT	630,257.00	93,141.24	45,744.79	537,115.76	14.78
295	PROBATION AND PAROLE	2,700.00	185.18	185.18	2,514.82	6.86
296	PROSECUTING ATTORNEY	870,439.00	122,696.06	61,056.94	747,742.94	14.10

**REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY**

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<b>Fund 101 - GENERAL FUND</b>					
<b>Expenditures</b>					
297 JURY COMMISSION	5,050.00	0.00	0.00	5,050.00	0.00
298 CIRCUIT COURT FAMILY COUNS.	62,119.00	10,922.14	5,625.13	51,196.86	17.58
299 PROS ATTN CO-OP REIMB	75,647.00	9,536.58	4,621.30	66,110.42	12.61
301 SHERIFF	3,156,845.00	508,259.30	278,339.00	2,648,585.70	16.10
316 SECONDARY ROAD PATROL	144,686.00	15,333.41	8,029.19	129,352.59	10.60
331 MARINE	34,931.00	0.00	0.00	34,931.00	0.00
332 SNOWMOBILE	35,381.00	9,860.64	6,306.92	25,520.36	27.87
333 FEDERAL FOREST	35,081.00	1,399.82	707.61	33,681.18	3.99
334 SNOWMOBILE	4,000.00	420.91	420.91	3,579.09	10.52
351 JAIL	3,595,419.00	437,116.58	223,550.13	3,158,302.42	12.16
362 STATE GRANT PA 511	128,543.00	6,628.23	6,184.38	121,914.77	5.16
363 ENHANCEMENT	136,773.00	23,824.05	11,986.41	112,948.95	17.42
426 EMERGENCY MANAGEMENT	116,203.00	11,140.63	6,249.78	105,062.37	9.59
442 DRAIN COMMISSION	64,327.00	6,279.38	3,074.52	58,047.62	9.76
526 SANITARY LANDFILL	57,000.00	2,294.00	1,595.00	54,706.00	4.02
605 CONTAGIOUS DISEASES	500.00	0.00	0.00	500.00	0.00
648 MEDICAL EXAMINER	107,400.00	12,787.85	966.98	94,612.15	11.91
681 VETERANS BURIAL	10,000.00	300.00	300.00	9,700.00	3.00
711 REGISTER OF DEEDS	332,755.00	52,255.68	24,537.86	280,499.32	15.70
959 APPROPRIATIONS	554,700.00	104,219.09	20,198.05	450,480.91	18.79
995 TRANSFERS	1,174,028.00	356,953.22	80,912.59	817,074.78	30.40
<b>TOTAL EXPENDITURES</b>	<b>18,065,848.00</b>	<b>2,933,397.22</b>	<b>1,315,455.44</b>	<b>15,132,450.78</b>	<b>16.24</b>
<b>Fund 101 - GENERAL FUND:</b>					
<b>TOTAL REVENUES</b>	<b>18,065,848.00</b>	<b>761,709.26</b>	<b>466,159.01</b>	<b>17,304,138.74</b>	<b>4.22</b>
<b>TOTAL EXPENDITURES</b>	<b>18,065,848.00</b>	<b>2,933,397.22</b>	<b>1,315,455.44</b>	<b>15,132,450.78</b>	<b>16.24</b>

**REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY**

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<b>GL NUMBER</b>	<b>DESCRIPTION</b>	<b>2024 AMENDED BUDGET</b>	<b>YTD BALANCE NORM (ABNORM)</b>	<b>ACTIVITY FOR 02/2024 INCREASE (DECREASE)</b>	<b>AVAILABLE BALANCE NORM (ABNORM)</b>	<b>% BDGT USED</b>
<b>Fund 225 - ANIMAL CONTROL:</b>						
TOTAL REVENUES		279,221.00	162,824.37	73,894.57	116,396.63	58.31
TOTAL EXPENDITURES		279,221.00	37,074.43	17,664.02	242,146.57	13.28
<b>Fund 239 - COURT SECURITY FUND:</b>						
TOTAL REVENUES		164,219.00	27,072.11	13,643.43	137,146.89	16.49
TOTAL EXPENDITURES		164,219.00	10,929.26	5,482.86	153,289.74	6.66
<b>Fund 249 - BUILDING INSPECTIONS DEPT.:</b>						
TOTAL REVENUES		274,200.00	33,316.11	19,286.29	240,883.89	12.15
TOTAL EXPENDITURES		235,713.00	32,538.77	15,296.86	203,174.23	13.80
<b>Fund 260 - PUBLIC DEFENDER:</b>						
TOTAL REVENUES		1,744,957.00	373,647.11	293.44	1,371,309.89	21.41
TOTAL EXPENDITURES		1,744,957.00	208,946.87	92,206.80	1,536,010.13	11.97
<b>Fund 261 - 911-WIRELESS:</b>						
TOTAL REVENUES		1,400,000.00	6,019.63	4,092.83	1,393,980.37	0.43
TOTAL EXPENDITURES		1,207,558.00	168,634.00	82,541.87	1,038,924.00	13.96
<b>Fund 292 - CHILD CARE FUND:</b>						
TOTAL REVENUES		736,286.00	65,711.10	63,231.88	670,574.90	8.92
TOTAL EXPENDITURES		736,286.00	51,927.81	35,479.61	684,358.19	7.05
<b>TOTAL REVENUES - ALL FUNDS</b>		<b>4,598,883.00</b>	<b>668,590.43</b>	<b>174,442.44</b>	<b>3,930,292.57</b>	<b>14.54</b>
<b>TOTAL EXPENDITURES - ALL FUNDS</b>		<b>4,367,954.00</b>	<b>510,051.14</b>	<b>248,672.02</b>	<b>3,857,902.86</b>	<b>11.68</b>

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**BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM**

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**TO:** Finance and Appropriations Committee  
**FROM:** Administration  
**FOR MEETING DATE:** March 27, 2024  
**SUBJECT:** USDA Forest Service Grant Modification

SUMMARY OF ITEM TO BE PRESENTED:

The presented modification to the USDA Forest Service grant will provide an additional \$3,460.00 in funds for patrols on the Huron-Manistee National Forests. This is carryover funds from the USDA.

RECOMMENDATION:

Administration recommends that the Finance and Appropriations Committee forwards a recommendation to the full board to approve the presented modifications from to the USDA Grant beginning April 1, 2024 through December 31, 2024 and authorize the Sheriff to sign.

<b>MODIFICATION OF GRANT OR AGREEMENT</b>			PAGE PAGES	OF PAGES
1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: <b>21-LE-11090400-021</b>	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: <b>03</b>		
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): <b>USDA Forest Service Eastern Region Office of Grants and Agreements E6248 US Highway 2 Ironwood, MI 49938</b>	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): <b>Huron-Manistee National Forest Andrew Sanford 1170 Nursery Road Wellston, MI 49689</b>			
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): <b>County of Wexford Trent Taylor, Sheriff 1015 Lincoln St. Cadillac, MI 49601 ttaylor@wexfordcounty.org</b>	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):			
<b>8. PURPOSE OF MODIFICATION</b>				
CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.			
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:			
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Carry over existing funds in the amount of \$2210.00, and add FY2024 funds in the amount of \$1250.00. Total available funding is \$3460.00 for patrols on the Huron-Manistee National Forest for the period of April 1, 2024 through December 31, 2024.			
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Forest Service Administrative Personnel Changes. Justine Repine replaces Brandy Hill. Contact information, justine.repine@usda.gov, 989-739-0728 x3007.			
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Prevailing wage & mileage increase 0.67/mile patrolled. For planning purposes the prevailing officer rate (wages & fringe benefits) will be reimbursed at a rate not to exceed \$40/hour.			
<b>Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.</b>				
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):				
<b>10. ATTACHED DOCUMENTATION (Check all that apply):</b>				
<input type="checkbox"/>	Revised Scope of Work			
<input type="checkbox"/>	Revised Financial Plan			
<input type="checkbox"/>	Other:			
<b>11. SIGNATURES</b>				
<b>AUTHORIZED REPRESENTATIVE:</b> BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.				
11.A. SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED	
(Signature of Signatory Official)		(Signature of Signatory Official)		
11.E. NAME (type or print): <b>TRENT TAYLOR</b>		11.F. NAME (type or print): <b>JAMES SIMINO</b>		
11.G. TITLE (type or print): <b>Sheriff, Wexford County</b>		11.H. TITLE (type or print): <b>Forest Supervisor, Huron-Manistee National Forest</b>		

11.I. U.S. FOREST SERVICE SIGNATURE

(Signature of Signatory Official)

11.J. NAME (type or print): MICHAEL LOFTON

11.K. TITLE (type or print): Special Agent in Charge, R9

**12. G&A REVIEW**

12.A. The authority and format of this modification have been reviewed and approved for signature by:

12.B. DATE  
SIGNED

\_\_\_\_\_  
CATHY ANSAMI

U.S. Forest Service Grants & Agreements Specialist



#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



March 5, 2024

Wexford County  
437 E. Division  
Cadillac, MI 49601

Dear Commissioners:

Thank you for your interest in having us continue to provide general ledger assistance. We will assist in the areas specified by the county on a month-to-month basis at the rate of \$275 per hour for myself, \$215 per hour for a licensed CPA, and \$150 per hour for a staff accountant with governmental accounting experience. Travel rates are \$80 per hour, in addition to actual expenses. These rates will be effective on April 1, 2024. We will utilize the lowest rate whenever possible and work within the budget set by the Board of Commissioners. If we foresee that additional projects will require a budget amendment we will give prompt notice.

We appreciate the opportunity to continue to be of service to the County. We will render an invoice at the conclusion of each month. Our invoice will not be detailed, however that information is always available upon request. If you agree with the terms of the engagement, please sign and return to our office.

If you have any questions related to this proposal I can be reached at (231) 832-2799 or via email at [corinnah@hscompanies.com](mailto:corinnah@hscompanies.com).

Sincerely,

H&S Companies

Corinna Hervey, CPA

Acknowledged:

Wexford County

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**COUNTY USE OF OPIOID SETTLEMENT FUNDS  
PLAN OF IMPLEMENTATION FUNDING AGREEMENT  
BETWEEN  
WEXFORD COUNTY  
AND  
DISTRICT HEALTH DEPARTMENT # 10**

**THIS AGREEMENT**, made and entered into by and between the **WEXFORD COUNTY**, a municipal corporation and political subdivision of the State of Michigan, hereinafter referred to as the “County”), and **DISTRICT HEALTH DEPARTMENT # 10**, 521 Cobb Street, Cadillac, MI 49601 (hereinafter referred to as the “Recipient”). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

**RECITALS:**

**WHEREAS**, the County has received and will continue to receive funding from defendants of the national opioid litigation (the “Opioid Litigation”) and the resulting settlement of which the County was participant. The County’s claims formed part of the basis of the national settlement and payments to plaintiffs from defendants, with some payments scheduled to continue until ca. 2040 (“Settlement Payments”). The Opioid Litigation parties have agreed to the described Settlement Payments subject to the ongoing financial viability of each of the Opioid Litigation defendants. The Opioid Litigation settlement provides for the Settlement Payments to be expended for enumerated treatment and prevention programs and services; and

**WHEREAS**, the County developed and adopted a Plan of Implementation (the “Plan”) that prescribes how it will allocate the settlement funds for programs, services, targeted audience, intended outcomes and entities who will receive funding. Prior to adopting the Plan, the County received input and review of the Plan from outside third parties and concurrence on the Plan; and

**WHEREAS**, the County has determined to grant funding to the “Recipient” and the funding will be used to fund an opioid misuse prevention focused media campaign for Wexford County (“the Program”). Funding will be provided in amount not to exceed fifteen thousand and 00/100 Dollars (\$15,000.00) (the “Award Amount”); and

**WHEREAS**, the County has determined that the Program is consistent with the abatement strategies set forth in the Opioid Litigation settlement List of Opioid Remediation Uses, attached hereto as Exhibit B (originally marked Exhibit “E” in the settlements).

**WHEREAS**, the Parties understand and acknowledge by executing this Agreement the County will not provide additional funding in excess of the Award Amount, and any costs of the Program, including any overruns or other expenses not expressly agreed to in writing prior to the expenses being incurred, will not be a liability on the part of the County, and will be the sole responsibility of the Recipient; and

**WHEREAS**, the Recipient, a qualified and experienced provider of the services herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **Term and Termination**. This Agreement shall commence on its effective date and continue until it expires or is terminated as provided for herein.

A. **Effective Date**. This Agreement shall become effective on the date (the "Effective Date") that all of the following has occurred: (i) the approval of the Plan by the Board of Commissioners of the County; (ii) the approval by the governing body of the Recipient; (iii) the execution by an authorized officer of the County; and (iv) the execution by an authorized officer of the Recipient.

B. **Term and Expiration**. This Agreement shall commence on the Effective Date. This Agreement shall expire with no further action on behalf of the parties when the Plan has been implemented by the Recipient, all allowed costs have been paid by the County to the Recipient, and the Award Amount has been spent; provided, no additional extension of this agreement for continued services and requisite funding award has been executed by the Parties. The Parties may extend this Agreement for additional terms as outlined in an amendment to this Agreement.

C. **Termination without Cause**. The County or the Recipient may terminate this Agreement without cause by providing thirty (30) days written notice to the other Party.

D. **Termination for Cause**. Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in breach of any provision of Applicable Law, including the failure of the Recipient to provide all necessary assistance the County requires to comply with the provisions of its related regulations and any reporting of program and service data.

2. **Scope of Services**. The services the Recipient shall provide shall be as set forth in the attached Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event there are conflicting terms and conditions between Exhibit A and this Agreement, the terms of this Agreement will prevail.

3. **Compensation**. It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement for the services performed shall not exceed the Award Amount.

The County shall reimburse the Recipient for its costs of the program and services as set forth in Exhibit A up to the Award Amount. Any costs of the program and services in excess of the Award Amount shall be the sole responsibility of the Recipient. The Recipient shall submit monthly or quarterly invoices, as determined by the County, to the County for all or a portion of the costs of the program or services previously incurred, which invoices shall include such supporting documentation from Recipient's suppliers and providers sufficient to support the payment request (including documentation certifying that all and suppliers/providers have been paid).

The County shall pay County-approved invoices within thirty (30) days of receipt thereof. If the County has requested additional supporting documentation for a portion of the costs of the Plan in a specific invoice, but has not received such supporting documentation in sufficient time to make payment within the thirty (30) days required herein, it shall pay all properly supported and County-approved costs contained in that invoice within the requisite 30 day period and shall pay all remaining costs on the invoice at issue within fifteen (15) days of receipt of sufficient supporting documentation, if the County approves the costs.

Payment by the County to the Recipient is subject to the availability of funds as determined by and in the sole discretion of the County.

**4. Future Funding.** County is not, as a result of entry into or performance by either party under this Agreement, obligated to provide future grants, program-related investments, or other financial or technical support to Recipient, or to extend the relationship with Recipient in any respect, or to engage in any other transaction or relationship with Recipient. Recipient acknowledges that County has not made to Recipient any representations, promises, or assurances about future funding or other support.

**5. Reports.** Recipient shall provide the County timely and reasonable access to all data and information in the Recipient's possession or control related to the Plan and/or necessary to comply with this Agreement. This includes program evaluation and reporting on clients served, types of services, outputs, outcomes, daily counts, etc., as determined by the County. These types of reporting obligations related to the Plan are required as the County works to measure successful outcomes and determine best uses of Settlement Funds in ensuing years. Recipient shall provide the County or its designated agent(s) information on program services related to Award Amounts. Failure to do so in an accurate and timely manner may result in termination for cause.

**6. Right of Audit.** The County or its designee may audit the Recipient to verify compliance with this Agreement. The Recipient must retain and provide to the County or its designee and/or auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the later of the date of submission of the final expenditure report for the Award Amount. If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.

**7. Right of Inspection.** Within ten (10) calendar days of providing notice, the County and its authorized representatives or designees have the right to enter and inspect Recipient's premises or any other places where work is being performed under this Agreement or in any location where records are kept related to the Project, and examine, copy, and audit all records related to this Agreement. The Recipient must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on

subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within forty-five (45) calendar days.

**8. Recipient Monitoring.** The Recipient will comply with the County's policy for Recipient monitoring and provide all required documentation upon request of the County including (1) written responses for Recipient services provided, (2) all financial or non-financial reporting requested by the County related to the Award, (3) written responses to internal control questionnaires.

**9. Compliance with the Law.** The Recipient shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

**10. Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by Federal law.

In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, in the district and division in which the County is located.

**11. Independent Contractor.** It is expressly understood and agreed that the Recipient is an independent contractor. The employees, servants and agents of the Recipient shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Recipient's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Recipient shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Recipient shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.

**12. Nondiscrimination.** The Recipient, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, programs and services provided, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or political affiliation. The Recipient shall include the language of this assurance in all subcontracts for services covered by this Agreement. Breach of any provisions of this section shall be regarded as a material breach of this Agreement.

**13. Indemnification and Hold Harmless.** The Recipient shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Recipient or any of its officers, employees, agents or subcontractors which may arise out of this Agreement. This includes any repayment which may be required in the event any portion of the Award Amount is not spent in conformance with this Agreement or the limitations of Exhibit B such that the County is required to return or forego any portion of the Settlement Payments.

The Recipient's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Recipient pursuant to the requirements of this Agreement.

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

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

B. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage.

C. Motor Vehicle Liability. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence, and/or aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

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

excess.

E. Deductibles and SIRs. The Recipient shall be responsible for paying any deductibles and self-insured retentions (SIRs) in its insurance coverages.

F. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the County as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Wexford County Administrator, 437 E. Division St, Cadillac MI 49601. In the event the Recipient's insurer refuses to provide such an endorsement the Recipient shall be responsible for providing the required notice.

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

**15. Waivers; Remedies**. No delay on the part of any of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the either Party of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.

In the event the Recipient is in breach of any provision of Applicable Law, or misuses the Award Amount funding in any way, it shall immediately, upon written demand from the County, repay all of the funds previously received pursuant to this Agreement.

**16. Modifications, Amendments or Waiver of Provisions of the Agreement**. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

**17. Assignment or Subcontracting**. The Recipient shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

**18. Purpose of Section Titles**. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**19. Complete Agreement**. This Agreement, the Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise,



regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**20. Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement 's term or the termination of this Agreement.

**21. Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

**22. Force Majeure.** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

**23. Non-Beneficiary Contract.** Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Recipient's suppliers or providers are not considered the Recipient's assignees and are not third-party beneficiaries.

**24. Notice.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either electronic mail with confirmation of receipt or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below. Notices shall be mailed to the following addresses:

If to County: Wexford County Administrator  
437 E. Division St, Cadillac MI 49601

If to Recipient: District Health Department Health Officer  
521 Cobb Street, Cadillac, MI 49601

**25. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

**26. Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

**27. Certification of Authority to Sign Agreement.** The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT ON THE DATE AND YEAR FIRST ABOVE WRITTEN.**

**WEXFORD COUNTY**

By: \_\_\_\_\_  
Gary Taylor, Chairperson  
County Board of Commissioners

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

**DISTRICT HEALTH DEPARTMENT # 10,**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

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

## **Exhibit A Scope of Work**

*[scope of work should contain sufficient detail so that county can ascertain how the activities comply with Exhibit B. Pricing for services rendered should be included, including unit prices where appropriate.]*

District Health Department #10 will implement an opioid misuse prevention focused media campaign in Wexford County. The campaign will utilize both billboards and digital media to better inform the public about opioid misuse prevention. Messaging will include “things to know” when being prescribed a Rx pain medication and information on appropriate monitoring, storage and disposal of opioids.

DHD#10 is requesting a total of \$15,000 to implement this project.

Staff: \$2,500

Supports DHD#10 prevention staff time to the project.

Billboards: \$3,000

- Supports the cost of billboards at multiple locations throughout Wexford County.
- Deliverables for reporting will include number and location of billboards, run time of boards, image of message/graphics.

Digital Media (geofencing, digital ads): \$9,500

- Supports costs of digital media campaign using geofencing and/or targeted ads.
- Deliverables for reporting will include the campaign reach (views, impressions, people reached and/or other key performance indicators as available by the selected media company)

## **EXHIBIT B**

### **List of Opioid Remediation Uses**

#### **Schedule A Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).<sup>14</sup>

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

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<sup>14</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

## Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT
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### A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>15</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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<sup>15</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.



4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“*NAS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION
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**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES
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**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment



intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Master Services Agreement

Wexford County, MI

**MASTER SERVICES AGREEMENT**

This Master Services Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), between VC3, Inc., a Delaware corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and Wexford County, MI having its principal place of business at 437 E. Division St. Cadillac, MI 49601. ("Client").

WHEREAS, Client desires to receive certain professional services from Company;

Client and Company hereby agree as follows:

**1. Services To Be Performed.**

1.1 **Services.** Company will provide computer system and network maintenance, software, consulting and professional services (the "Services") as mutually agreed to in a written executed attachment to this Agreement by Company and Client (a "Work Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without a Work Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 **Form of Work Order.** Each Work Order will conform to substantially the following format:

(a) The Work Order will contain "Work Order" in the title.

(b) The contents of the Work Order may be included in the body of the Work Order, or in separately signed Attachments, as the parties consider most practical. The Work Order shall include a provision for the dated signatures of authorized representatives of both parties.

1.3 **Change Orders.** Client may request a change in the scope or nature of the Services in a Work Order at any time. However, changes to the scope of the Services in a Work Order can be made only in writing executed by both parties. Prior to approval by the Client, the Company must provide the additional cost of the change to the Client in the change order authorizing changes in scope of Services. Company may from time to time provide Services to Client at Client's request without a Work Order, Time and materials costs for Change Orders shall be invoiced at the hourly billing rates specified in Exhibit A.

1.4 **Compliance With The Law.** Company shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

1.5 **Non-Discrimination.** Company, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, sex, national origin, disability, height, weight, marital status, age or political affiliation or beliefs. VC3 shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following: The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and

## Master Services Agreement

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regulations promulgated there under; The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated there under. Breach of this provision shall be regarded as a material breach of the Agreement.

- 1.6 Company certifies to the Client that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Company are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012 (MCL 129.311 et. seq.). It is expressly understood and agreed that the Company shall not become an "Iran Linked Business" during the term of this Agreement. NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

## 2. Charges for Services.

2.1 **Charges.** Company shall be entitled to compensation for the performance of the Services as stated in the Work Order.

2.2 **Invoices.** Unless otherwise stated in a Work Order, payment for the Services is due monthly when and as performance is rendered. Company shall issue invoices to Client for charges when and as they come due. Client shall make payment to Company of all such invoices within thirty (30) days from the date of such invoice.

2.3 **Expenses.** Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including travel, living, and out-of-pocket expenses incurred pursuant to this Agreement and approved in writing by client prior to expenses being incurred

2.4 **Effect of Late Payment.** All late payments by Client shall bear interest at a rate of one and one-half percent (1.5%) per month or partial month during which any sums were owed and unpaid, or the highest rate allowed by law, whichever is lower.

2.5 **Taxes.** Client is a tax-exempt entity. Tax exemption will take effect upon provision to and validation by Company of certificate of tax exemption. If assessed, Client shall pay directly, or reimburse Company for all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income. Company is solely responsible for paying all compensation to its personnel or contractors for services they have performed under this Agreement and for withholding and payment of all applicable taxes to the proper Federal, State and local governments .

3. **Term; Termination.** The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable , for material breach by the other party of the Work

## Master Services Agreement

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Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. Client may terminate this Agreement on the anniversary date of current term with a 90 days advance notice.

### 4. Proprietary Protections.

#### 4.1 Ownership Rights

(a) **General.** Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date, or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) **Materials Developed for or Delivered to Client.** Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Work Order, including all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Work Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Work Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in a Work Order to use the Materials solely for the purposes contemplated by such Work Order, provided

## Master Services Agreement

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that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company.

(c) **Specific Deliverables Owned by Client.** Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in a Work Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, nontransferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 **Client Information.** Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

### 4.3 Confidentiality.

(a) **Confidential Information.** This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including all Client Information, Materials of Company designated in advance and in writing by the Company as Confidential (collectively, "Confidential Information

(b) **Scope of Obligation.** The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) **Limited Disclosure Right.** Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure. If such notice is provided, Disclosing Party's sole remedy under this Agreement is that the Disclosing Party may elect to undertake—at its sole expense -- defense and seek an appropriate court injunctive order addressing the records subject possible disclosure including, but not limited to, a Freedom of Information Act request.

(d) **Return of Confidential Information.** Promptly upon termination of this Agreement, or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

**d Background Checks and Security Awareness Training.** Company employees will have potential access to criminal justice information, secured and/or sensitive system data, and access to customer facilities and/or networks. Therefore, all assigned Company employees shall be required to consent to and undertake a required criminal background check conducted by the Client, its respective designee(s) or go through the State of Michigan's background process to become an authorized CJIS vendor. Company employees shall provide any information required in the discretion of the Client to conduct such a background check which shall include, but is not limited to, provision of accurate biographical information, completion of a criminal background disclosure form and certification, and be subject to local fingerprinting. Company employees with a reportable criminal felony or misdemeanor conviction history, and/or a history of reportable criminal felony arrests or charges, and/or pending a pending criminal charge, and/or which in the sole opinion of the Client pose an unacceptable risk may NOT be assigned to the services by Company without the express prior authorization from the Sheriff. The Company shall immediately remove from the project/service any personnel which, in the sole opinion of Client, has falsified any information required for the background check, or who failed to disclose a criminal conviction or pending criminal charge. Breach of this section by the Company shall be regarded as a material breach of the Agreement. Agents or employees of Company with potential access to Criminal Justice Information Systems (CJIS) and access to the Client's network must undergo security awareness training prior to being granted access to the Client's network. Company, in coordination with the Client, shall provide such training to applicable assigned employees employed by

Company , and training must be repeated annually to meet CJIS compliance standards.

Individual training and topics covered are based on the potential access and interaction the individual has to the criminal justice data.

**5. Limited Warranty and Disclaimers.**

5.1 **Limited Warranty.** Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Work Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.3 hereof.

5.2 **DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT CONCERNING THE SERVICES HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.**

5.3 **Notice Obligation; Remedy.** Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Work Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Work Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

**6. Limitation of Liability.**

6.1 **COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN A WORK ORDER, OR SPECIFICATIONS IDENTIFIED IN A WORK ORDER.**

6.2 **IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY WORK ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT IN THE PRIOR 180 DAY PERIOD FOR THAT PORTION OF THE SERVICES WHICH**



**FAIL TO CONFORM. IN NO EVENT SHALL COMPANY BE LIABLE UNDER COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY WORK ORDER (INCLUDING FOR ANY AMOUNTS IN EXCESS OF CLAIM AND/OR SERIES OF CLAIMS, WHETHER RELATED OR UNRELATED) WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EXCEED THE AMOUNTS PAID BY CLIENT TO COMPANY INFOR SERVICES OF COMPANY DURING THE ONE HUNDRED EIGHTY (180) PERIOD PRECEDING ANY FAILURE OR BREACH BYTHE EVENT(S) GIVING RISE TO THE CLAIM (OR TO THE FIRST CLAIM IN A SERIES OF CLAIMS). FOR THE AVOIDANCE OF DOUBT, ANY AMOUNTS PAID TO COMPANY OR CLAIM BY CLIENTFOR THIRD PARTY HARDWARE, SOFTWARE, PRODUCTS OR SERVICES SHALL NOT BE A PART OF AMOUNTS PAID FOR SERVICES OF COMPANY.**

**6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY.**

**6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.**

**6.5 THE PROVISIONS OF SECTIONS 5, 6 AND 7 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO THE SERVICES, ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES, OR FOR BREACH BY COMPANY OF THIS AGREEMENT OR A WORK ORDER AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF SUCH REMEDIES.**

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any Client Information.

**7. Indemnity.**

**7.1 Infringement Claims.**

(a) **General.** Subject to Section 6 of this Agreement and to the extent permitted by Michigan law and/or the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3, Company and Client (each an "indemnitor") each agrees to defend the other party (each an "indemnitee") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party hardware, software, products, materials or services) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret, and the indemnitor

will bear the expense of such defense and pay any liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Losses") that are attributable to such claim finally awarded by a court of competent jurisdiction.

(b) **Exclusions.** Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) The services to be provided under this Agreement are a governmental function. It is the intention of the parties hereto that this the provisions of this Section of the Agreement nor any other provision of the Agreement shall not in any way be construed to waive the defense of governmental immunity held by the Client. .

(d) **Additional Remedy.** If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

**7.2 Procedures.** The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a

claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

## 8. General Provisions.

8.1 **Non-Hire Provision.** Each party to this Agreement agrees that it will not hire, employ, or contract with, or solicit to hire, employ, or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

8.2 **Liability Insurance:** Company shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance companies acceptable to the COUNTY and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best ([www.ambest.com](http://www.ambest.com)).

**Worker's Compensation Insurance:** To the extent required by Michigan law, Company shall procure and maintain during the term of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

**Commercial General Liability Insurance:** Company shall procure and maintain during the term of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; and (F) Per contract aggregate.

**Motor Vehicle Liability Insurance:** Company shall procure and maintain during the term of this Agreement, Motor Vehicle Liability Insurance, including applicable Michigan No-Fault coverage's, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

**Deductibles:** Company shall be responsible for payment of all deductibles required by its insurance coverages.

**Proof of Insurance:** Company shall provide the Client, at the time this Agreement is returned by him/her for execution, with two (2) copies of the aforementioned Certificates of Insurance and/ Policies, acceptable to the Client. If so requested, certified copies of all policies will be furnished. Company shall provide the Client evidence that all subcontractors are included under Company's policy.

8.3 **Recording.** (a) Some Services provided may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through computer systems used to provide the Services, including written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, Client consents to such recording and monitoring. Client is also solely responsible for informing anyone with whom Client interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including written, visual or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.

(b) If phone conferences/conference bridges are applicable to the Services being provided to Client, Client acknowledges that the laws of certain jurisdictions may require that if a conference is recorded, all participants in the conference must be informed in advance of any such recording, so they may consent to being recorded (if required by applicable laws). Client acknowledges and agrees that Client shall be solely responsible for complying with all Applicable Laws and Third-Party Rights when using recording features (this includes Client's obligation to obtain the consent, if required by applicable laws, of all participants before the commencement of the recording). Company shall have no liability to Client or any participant in Client's recorded conference with respect to Client's obligations under this Section 8.2.

8.4 **Survival.** In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 8 of this Agreement shall survive and shall continue to bind the parties.

8.5 **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and the State of Michigan. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

**Forum.** All disputes arising under this Agreement shall be brought in the state or federal courts located in Michigan, as permitted by law. The state and federal courts located in Michigan shall each have non-exclusive jurisdiction over disputes under this Agreement.

8.6 **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President or CEO to be effective.

8.7 **No Agency.** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Company shall be an independent contractor. The employees, servants, agents and contractors of Company shall not be deemed to be and shall not hold themselves out as employees, servants of the Client and shall not be entitled to any fringe benefits received by the Client's personnel. Company shall be responsible for paying all compensation to its personnel for services they have performed under this Agreement and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

8.8 **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of

## Master Services Agreement

Wexford County, MI

strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

8.9 **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

8.10 **Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

8.11

8.12 **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

**Assignment.** . A Party may assign or subcontract this agreement or the provision of any of the services required by this Agreement without the prior written approval of the other Party. Client may terminate this Agreement on a change of assignment of current agreement with a 90-day notice period.

8.13 **Right to Engage in Other Activities.** Client acknowledges and agrees that Company may provide information technology services for third parties at any Company facility that Company may utilize from time to time for performing the Services. Nothing in this Agreement will impair Company' right to acquire, license, market, distribute, develop for itself or others or have others develop for Company similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8.14 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

8.15 **Entire Agreement.** This Agreement together with any Work Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

**COMPANY:**

**VC3, Inc.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CLIENT:**

**Wexford County, MI**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A  
Hourly Rates**

<b>Service Area</b>	<b>Hourly Bill Rate</b>	<b>Description of Service Area</b>
Consulting & Project Management	\$ 225.00	Consulting (Design, Architecture, Planning); Technology Assessments; Security Audits. Project Management. CIO Consulting Services including product evaluations and application/infrastructure planning services.
Application Development	\$ 225.00	Application Software development, design, testing and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	\$ 195.00	Web site design and implementation services which are NOT built on a Microsoft SharePoint platform.
Infrastructure Deployment Services	\$ 200.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains and Desktop Deployments.
Infrastructure Maintenance Services	\$ 190.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server and Desktop support.
Travel Time	\$ 120.00	Travel time to and from the Customer. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	\$ 249.00	All reactive support services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays
Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers or by a rate of 4%, whichever is higher. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.		



Wexford County, MI

# **VC3 Manage - On Premises**

## **Work Order and Service Plan**





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# Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

## Summary of Scope of Services & Fees

Company will provide the following services listed in Tables A and B. Recurring services, if included, shall be provided for 36 Months, with options to extend for another 24 months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.

Company will audit the Client's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, Company will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal. Additional services may be added at any time during the life of this contract at the unit rates listed below.

*(See tables on next page)*



**Table A: Services & Fees**

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
<b>On Premises Server Support</b> <i>Physical or virtual server that is running a server operating system. 24x7x365 Support - Servers, Proactive Monitoring, Maintenance &amp; Patching - Servers Strategic IT Planning Endpoint Detection &amp; Response + 24x7x365 SOC IT Asset Lifecycle Management</i>	8.00	\$53.82	\$430.56	\$0.00	\$0.00
<b>On Premises Workstation Support</b> <i>24x7x365 Support - Proactive Monitoring, Maintenance &amp; Patching Strategic IT Planning Endpoint Detection &amp; Response + 24x7x365 SOC IT Asset Lifecycle Management</i>	94.00	\$53.82	\$5059.08	\$0.00	\$0.00
<b>Data Recovery - Server Backup</b> <i>VC3 Managed Backups per Server</i>	8.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Cyber Aware Complete</b> <i>Cyber Security Awareness Training &amp; Phish testing - MS Office 365 Integration Monthly Phishing Test Pre-Assessments Prebuilt Training Library Core Reporting &amp; Features Baseline Test "Phish Alert" Outlook Addin Post-Testing Training Automated Notifications Role-Based Targeted Testing Gamification Industry Benchmarking Non-Email Based Testing Online Courses Automated User Enrollment Virtual Risk Officer (VRO)</i>	94.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Services Monthly:</b>			<b>\$5,489.64</b>		

**Notes:**

- Prices shown above are valid for 90 days from date of Order.
- Legacy MI Based Pricing
- Unlimited onsite and remote support for the entire County.
- Full patch management and system monitoring, 24x7x365 EDR support monitored by SOC, including end user awareness training.



- Full onsite and off-site monitored Backup and Recovery of all Servers included.
- Strategic Alignment and Strategic Advisor included. Budgetary assistance and planning with a Strategic Timeline and regular meetings with your Advisor.
- Implementing CIS (Center for Internet Security) Standards across all Servers, Workstations and Laptops.
- Pricing in Work Order reflects 2024 initial staggered pricing... see below for 3-year staggered breakdown...
- 2024: + \$11,880 = \$65,880 (or Monthly fee of \$5489.64)
- 2025: + \$14,493 = \$80,373 (or Monthly fee of \$6697.75)
- 2026: + \$17,547 = \$97,920 (or Monthly fee of \$8160)
- 4% or CPI Index cost of living thereafter.

**Table B: Summary of Fees**

One-Time Fees*	Monthly Fees	Annual Fees
\$0.00	\$5489.64	\$0.00

\* One-Time fees may include implementation if required.



# Deliverables & Services

## VC3 Manage - On Premises

Company will supply the necessary qualified resources to manage the IT Services of the client as defined below.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

Company will provide the following functions and services as part of this Order:

### A. Discovery & Deployment

1. Setup the Client System for management and provide training to help the Client get the most out of the services. This includes:
  - i. Deployment of the Company monitoring and management platform.
  - ii. Deployment of the Company endpoint protection and spam filtering.
  - iii. Full documentation and inventory of your network
  - iv. Best-practice configuration of the network for monitoring and management
  - v. Orientation and training for your staff
  - vi. MacOS Note: If Client is utilizing Mac OS, Company will provide documentation to end users on how to install Company's monitoring and management platform. MacOS does not allow a remote deployment of standard Company tools.
    1. Should Mac OS users require onsite assistance to install VC3's monitoring and management platform, support will be provided on a Time and Materials basis at the rates detailed within Client Master Agreement.
2. Implement performance monitoring of client's network prior to and during implementation.

### B. 24x7 Monitoring and Incident Response Services

1. Provide 24X7 Incident response services for all included user, server, and network devices.
2. Provide phone, remote and onsite support to authorized users for all included devices.
3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
5. Utilize industry best practices for remote access, control, and management of all devices.
6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
7. Resolution of monitoring alerts.
8. Resolution of performance issues.
9. Resolution of availability issues.
10. Resolution of end-user reported problems.
11. Routine additions, deletions, and changes to included devices and users.

#### C. **Application Support**

1. Provide support for client licensed 3<sup>rd</sup> party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.
2. Microsoft Applications
  - i. Includes Microsoft Office and Office 365 core applications. This is limited to Microsoft Access, Excel, OneDrive for Business, OneNote, Outlook, PowerPoint, SharePoint, Teams and Word.
  - ii. Application installs, synchronization issues, permission management and general troubleshooting are all within scope for these applications.

#### D. **Strategic IT Planning**

Provide the client with a named Strategic resource to assist Client with the following:

1. **Budgeting:** Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning:** Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
3. **Analyze IT Health data:** Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential



risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

**E. Endpoint Detection and Response**

1. Deployment of Company Endpoint Detection and Response (EDR) agents to all applicable included devices.
2. Monitoring of EDR agents by 24x7x365 Partner Security Operations Center (SOC).
3. Provide 24x7 Incident response services for all security events and incidents generated by the EDR tool for applicable devices. All events and incidents will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

**F. IT Asset Administration**

1. Hardware and software asset and warranty expiration tracking
2. Domain name expiration tracking
3. Hardware and software purchase specification
4. Web portal access for ticket creation and management
5. Maintaining network documentation and secure password storage
6. Interfacing with vendors such as internet service providers (ISPs)

**G. Procurement**

1. Server, Networking, and Power equipment.
2. Desktops, laptops, tablets.
3. Peripherals, including Printers.
4. Software, including subscription-based services.
5. Domain names and security certificates.

Procured items by Company will be subject to one time set up fees if applicable per installation. Any items not procured by Company but requiring Company labor to install will also incur one time set up fees per installation.

**EXCLUSIONS**

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

- A. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to



the client on a Time & Materials Order basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.

- B. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
- C. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
- D. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
- E. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
- F. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
- G. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

## **CLIENT RESPONSIBILITIES**

- A. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
- B. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
- C. Client will make a best effort to maintain the minimum infrastructure requirements as defined by Company.
- D. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
- E. Client must assign Company as their Microsoft Partner of record.
- F. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Table A.





- G. Third party tool licensing may be required for additional cost.
- H. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

## **ASSUMPTIONS**

- A. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
- B. If Company is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
- C. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
- D. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.
- E. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
- F. If client Microsoft licenses are under a current annual NCE subscription, Company assumes they will migrate to become under Company's management at the point of renewal.
- G. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.



# Invoicing

Company will invoice Client per Table C. Company will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

After the 3 year stagger, unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to Company no fewer than 90 calendar days prior to expiration of the current active term.

**Table C**

Milestone Billing	Milestone Description / Date	Invoice Amount
One-Time Fees	Invoiced at signing of the Order.	\$0.00
Monthly Fees (1 <sup>st</sup> Year)	Invoicing to begin when recurring services begin.	\$5,489.64
Monthly Fees (2 <sup>nd</sup> Year)	Invoiced at annual renewal.	\$6,697.75
Monthly Fees (3 <sup>rd</sup> Year)	Invoiced at Annual renewal. *4% or CPI Index cost of living thereafter	\$8,160.00

*\*Refer to Table B for implementation fee and monthly fee amounts.*

**VC3, Inc**

**Wexford County, MI**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

**A. Priority 1:**

- System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

**B. Priority 2:**

- System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
- Level of service degraded causing impact to the organization or a whole department; no workaround available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

**C. Priority 3:**

- Level of service degraded causing impact to an individual user; no work around available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

**D. Priority 4:**

- Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

**E. Priority 5:**

- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that have longer lead times to implement than possible within 5 business days.
- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

*(See tables on next page)*



<b>Call Priority</b>	<b>Initial Client Contact Guidelines</b>	<b>Initial Client Contact Percentages</b>
1	60 Min	95%
2	2 business hours	95%
3	4 business hours	95%
4	8 business hours	95%
5	N/A	95%

# Addendum B – Maintenance Windows

All work performed within Company’s Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on Company’s Hosting or Client Infrastructure by Company engineers or staff is defined as “Scheduled Maintenance”. During Scheduled Maintenance, some or all of Company’s Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur on Mondays between 2 AM and 5 AM. A 15-minute downtime is expected during this window. If Client has a business need to avoid said outage, they must provide their request via the Company Service Desk ten business days in advance.
  - a. **Notification:** If Company decides to perform Scheduled Maintenance beyond the standard 15-minute downtime, Client will be notified via email ten business days before the Scheduled Maintenance window.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of Company’s Hosting or Client Infrastructure within the control of Company is defined as “Emergency Maintenance”. Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
  - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary.
3. The Company Hosting or Client Infrastructure includes is not limited to the following areas: E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.