



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 Thursday, August 8, 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 JULY 24, 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. Victim’s Right Grant Agreement .....3
  - 3. Motor Home Listing.....38
  - 4. MIDC FY2025 Grant Agreement Application ..... 39
- 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  
 July 24, 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, Gary Taylor, Julie Theobald  
 Members Absent: None  
 Also Present: Jami Bigger, Deputy Administrator & HR Director; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; and Joe Porterfield, County Administrator & Equalization Director

**ADDITIONS OR DELETIONS TO THE AGENDA**

Added: G.5. CHS Contract for Peer Recovery Coach - Opioid Funds & G.6. ATS Contract for Mobile Unit - Opioid Funds

**APPROVAL OF THE AGENDA**

A motion was made by Comm. Taylor and supported by Comm. Theobald to approve the Agenda as amended. A vote was called, all in favor. Motion passed, 4-0.

**APPROVAL OF THE MINUTES**

A motion was made by Comm. Theobald and supported by Comm. Taylor to approve the July 11, 2024, regular meeting minutes. A vote was called, all in favor. Motion passed, 4-0.

**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 updated amount of \$270,174.65. A vote was called, all in favor. Motion passed, 4-0.

***G.2. Revenue and Expense Reports***

The committee had no comments or concerns regarding the Revenue and Expense Reports.

***G.3. Community Development Block Grant Program for Emergency Repairs***

A motion was made by Comm. Theobald and supported by Comm. Potter to forward a recommendation to the full board to hold a public hearing at the BOC meeting on August 7, 2024, for the closeout of the CDBG Program Year 2022 and for the opening of the CDBG Proposed Program Year 2023. A vote was called, all in favor. Motion passed, 4-0.

***G.4. Slagle Township Request for Excess Shelving Discussion***

A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to sell excess shelving units to Slagle Township for \$1. A vote was called, all in favor. Motion passed, 4-0.

It was noted that Maintenance Director, Adam Kerr, would be delivering the shelves to Slagle Township.

***G.5. CHS Contract for Peer Recovery Coach - Opioid Funds***

A motion was made Comm. Theobald and supported by Comm. Potter to forward to the full board for approval the one-year agreement between Wexford County and Catholic Human Services for funding for a part-time Peer Recovery Coach utilizing \$40,200 of opioid funds. A vote was called, all in favor. Motion passed, 4-0.

***G.6. ATS Contract for Mobile Unit Services - Opioid Funds***

A motion was made by Comm. Potter and supported by Comm. Taylor to forward to the full board for approval the 48-week agreement between Wexford County and Addiction Treatment Services for funding for their mobile unit to continue services at the DHD#10 Health Department parking lot utilizing \$38,400 of opioid funds. A vote was called, all in favor. Motion passed, 4-0.

**CORRESPONDENCE**

None.

**ADMINISTRATOR'S COMMENTS**

Mr. Porterfield informed the Committee that:

- Budgets have been opened for all Department Heads.
- The Northern Michigan Regional Entity (NMRE) has approved \$75,000 for a new body scanner at the jail.
- He is working on finalizing a few details with the Karhu Cyber contract and will submit it to the BOC when it is ready. Karhu Cyber is set to take over IT services starting August 1<sup>st</sup>.

**PUBLIC COMMENTS**

None

**COMMITTEE COMMENTS**

Commissioner Potter shared that it warms his heart to serve on this committee.

**CHAIR COMMENTS**

Chairman Musta echoed his comment.

**ADJOURN**

A motion was made by Comm. Taylor and supported by Comm. Theobald to adjourn the meeting at 4:07 p.m. A vote was called, all in favor. Motion passed, 4-0.

---

Michael Musta, Chair

---

Jami Bigger, Recording Secretary

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

**Wexford County of Prosecutor  
437 E. Division Street  
Cadillac MI 49601 1998**

**Federal I.D.#: 38-6007337, Unique Entity Identifier: ELBVKK7YL1T1  
hereinafter referred to as the "Grantee"**

**for**

**Victim Rights Prosecutor-2025  
Part 1**

**1. Period of Agreement:**

This Agreement will commence on the date of the Grantee's signature or October 1, 2024, whichever is later, and continue through September 30, 2025. No activity will be performed and no costs to the state will be incurred prior to October 1, 2024 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2024, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount:**

**A. Agreement Amount**

The total amount of this Agreement is \$53,967.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$53,967.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egram-mi.com/mdhhs>).

The Agreement is designated as a:

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

The Agreement is designated as:

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

**B. Equipment Purchases and Title**

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

**C. Deviation Allowance**

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

**3. Purpose:**

The focus of the program is to establish procedures and develop budgetary and training criteria to implement the requirements of William Van Regenmorter Crime Victim Rights Act, P. A. 87 of 1985.

**4. Statement of Work:**

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

**5. Financial Requirements:**

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

**6. Performance/Progress Report Requirements:**

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

**7. General Provisions:**

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

**8. Administration of the Agreement:**

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

Shalonna Banks    Analyst/Specialist                      (517) 335-7233  
bankss1@michigan.gov

---

Name	Title	Telephone No.	Email Address
------	-------	---------------	---------------

**9. Grantee's Financial Contact for the Agreement:**

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

Kristi Nottingham    Financial Director

---

Name	Title
------	-------

treasurer@wexfordcounty.org    (231) 779-9475

---

E-Mail Address	Telephone No.
----------------	---------------



**Part 2**  
**General Provisions**

**I. Responsibilities - Grantee**

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

**A. Publication Rights**

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



**B. Fees**

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

**C. Grant Program Operation**

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

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

**D. Reporting**

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

**E. Record Maintenance/Retention**

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than seven (7) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

**F. Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

**G. Audits**

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section 2 A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit

Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180

days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

**H. Subrecipient Monitoring**

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
  - a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
  - b. Ensure the subrecipient complies with all the requirements of this Agreement.
  - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
  - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
  - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with

laws, regulations and provisions of contracts or grant agreements.

**I. Notification of Modifications**

Provide notification to the Department within 14 days, or sooner if circumstances warrant, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

**J. Software Compliance**

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access. State or federal data includes data and information provided to Grantee or Grantee's Subcontractor by or on behalf of the State or federal government, and all data and information derived therefrom, is the exclusive property of the State or federal government.

**K. Human Subjects**

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

**L. Mandatory Disclosures**

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
  - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
  - b. A criminal Proceeding;
  - c. A parole or probation Proceeding;

- d. A Proceeding under the Sarbanes-Oxley Act;
  - e. A civil Proceeding involving:
    - 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
    - 2. A governmental or public entity's claim or written allegation of fraud; or
    - 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
  - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
  - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify the Contract Manager, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

**M. Statement of Work Progress Reports**

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

**N. Conflict of Interest and Code of Conduct Standards**

- 1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and be prohibited from the following:
  - a. Holding or acquiring an interest that would conflict with this Agreement;
  - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
  - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
  - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
- 3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent,

affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

**O. Travel Costs**

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

**P. Federal Funding Accountability and Transparency Act (FFATA)**

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

**Q. Insurance Requirements**

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
  - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
  - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and

- c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or self or governmental self-insurance.

2. Insurance Types

- a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
- c. Employers Liability Insurance or Governmental Self-Insurance.
- d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

3. Require that subcontractors maintain the required insurances contained in this Section.
4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

**R. Fiscal Questionnaire**

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
2. The fiscal questionnaire template can be found in EGrAMS documents.

**S. Criminal Background Check**

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet



Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

- a. ICHAT: [Home Page - ICHAT Menu \(michigan.gov\)](http://michigan.gov)
  - b. Michigan Public Sex Offender Registry:  
<http://www.mipsor.state.mi.us>
  - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
- a. Central Registry: [https://www.michigan.gov/mdhhs/0,5885,7-339-73971\\_7119\\_50648\\_48330-180331--,00.html](https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html)
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

## **II. Responsibilities - Department**

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

### **A. Reimbursement**

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation

maintained by the Grantee.

**B. Report Forms**

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

**III. Assurances**

The following assurances are hereby given to the Department:

**A. Compliance with Applicable Laws**

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

**B. Anti-Lobbying Act**

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

**C. Non-Discrimination**

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will

contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.

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

contract.

**D. Debarment and Suspension**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

**E. Pro-Children Act**

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

order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.

2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

**F. Hatch Act and Intergovernmental Personnel Act**

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

**G. Employee Whistleblower Protections**

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

**H. Clean Air Act and Federal Water Pollution Control Act**

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

**I. Victims of Trafficking and Violence Protection Act**

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

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

**J. Procurement of Recovered Materials**

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

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

**K. Subcontracts**

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

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

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

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
  - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
  - c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
  4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
  5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

**L. Procurement**

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.

5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of seven (7) years after the end of the Agreement period.

**M. Health Insurance Portability and Accountability Act**

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the

Department determine such an agreement is required under HIPAA.

**N. Website Incorporation**

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

**O. Survival**

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

**P. Non-Disclosure of Confidential Information**

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term "confidential information" means all information and documentation that:

- a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

3. The term "confidential information" does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of



- Information Act (FOIA);
- b. Already in the possession of the receiving party without an obligation of confidentiality;
  - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
  - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
  - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

**Q. Cap on Salaries**

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

**IV. Financial Requirements**

**A. Operating Advance**

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

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

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

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

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

**B. Reimbursement Method**

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

**C. Financial Status Report Submission**

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

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

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

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

**D. Reimbursement Mechanism**

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

**E. Final Obligations and Financial Status Reporting Requirements**

1. Obligation Report

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

2. Department-wide Payment Suspension

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

3. Final FSRs

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

**F. Unobligated Funds**

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

**G. Indirect Costs**

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

**V. Agreement Termination**

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

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.
- D. Immediately if the Department determines that Grantee fails or has failed to meet its obligations under Part 2 Section III. R.
- E. Immediately if the Grantee, as determined by the State, (i) endangers the value, integrity, or security of any facility, data, or personnel; or (ii) engages in any conduct that may expose the State to liability.
- F. Immediately by mutual agreement of both parties

**VI. Stop Work Order**

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

or any additional compensation during a stop work period.

**VII. Final Reporting Upon Termination**

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

**VIII. Severability**

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

**IX. Waiver**

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

**X. Amendments**

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

**XI. Liability**

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

A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, anyone directly or indirectly employed by the Grantee, or anyone performing activities at the direction of the Grantee under this agreement.

B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

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

- C. In the event of an incident the Grantee must:
1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;
  2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with comprised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
  3. Perform or take any other actions required to comply with applicable law as a result of the occurrence including pay for: any costs associated with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, reasonable attorney's fees associated with such investigation and resolution.

**XII. State of Michigan Agreement**

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

**A Attachment A - Statement of Work**

- Objective :** Victim advocate will provide notices to crime victims as defined in the William VanRegenmorter Crime Victim Rights Act of 1985 (CVRA).
- Activity :** Generate and send initial victims' rights information as required by Michigan's CVRA for felony cases pursuant to MCL 780.756.
- Responsible Staff :** Victim Advocate
- Date Range :** 10/01/2024 - 09/30/2025
- Expected Outcome :** 100% of victims will receive information under this section within 7 days of defendant's arraignment.
- Measurement :** Case tracking system.
- 
- Activity :** Generate and send initial victims' rights information as required by Michigan's CVRA for juvenile cases pursuant to MCL 780.756.
- Responsible Staff :** Victim Advocate
- Date Range :** 10/01/2024 - 09/30/2025
- Expected Outcome :** 100% of victims will receive information under this section within 7 days of defendant's arraignment.
- Measurement :** Case tracking system.
- 
- Activity :** Generate and send initial victims' rights information as required by Michigan's CVRA for misdemeanor cases pursuant to MCL 780.756.
- Responsible Staff :** Victim Advocate
- Date Range :** 10/01/2024 - 09/30/2025
- Expected Outcome :** 100% of victims will receive information under this section within 7 days of defendant's arraignment.
- Measurement :** Case tracking system.
- 
- Activity :** Provide the total number of new victims who were given specific information about exercising their crime victim rights.
- Responsible Staff :** Victim Advocate
- Date Range :** 10/01/2024 - 09/30/2025
- Expected Outcome :** The office will provide the total number of new victims who were given specific information about exercising their crime victim rights.
- Measurement :** Case tracking system.
- 
- Activity :** Provide the number of CVRA eligible victims requesting crime victim rights.
- Responsible Staff :** Victim Advocate
- Date Range :** 10/01/2024 - 09/30/2025
- Expected Outcome :** This office will provide the number of CVRA eligible victims requesting crime victims' rights.
- Measurement :** Case tracking system.
- 
- Activity :** Generate and send notification of scheduled court proceedings as required by Michigan's CVRA pursuant to MCL 780.756, 780.786, and 780.816
- Responsible Staff :** Victim Advocate
- Date Range :** 10/01/2024 - 09/30/2025
- Expected Outcome :** 100% of victims will receive notification of scheduled court proceedings as required by Michigan's CVRA pursuant to MCL 780.756, 780.786, and 780.816
- Measurement :** Case tracking system.

**Activity :** Generate and send notification of the defendant's conviction and the victim's right to make a written or oral victim impact statement as required by the CVRA pursuant to MCL 780.763, 780.765, 780.792, 780.793, 780.823, 780.825.

**Responsible Staff :** Victim Advocate

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

**Expected Outcome :** 100% of victims will receive notification of the defendant's conviction and the victim's right to make a written or oral victim impact statement as required by the CVRA pursuant to MCL 780.763, 780.765, 780.792, 780.793, 780.823, and 780.825.  
Measurement: Case tracking system.

**Measurement :** Case tracking system.

**Activity :** Generate and send the final disposition of the defendant's case, including applicable post-conviction forms, as required by the CVRA pursuant to MCL 780.763a(1), 780.772, 780.791a, 780.793(2), 780.828a(2), 780.827.

**Responsible Staff :** Victim Advocate

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

**Expected Outcome :** 100% of victims will receive notification of the final disposition of the defendant's case, including applicable post-conviction forms, as required by the CVRA pursuant to MCL 780.763a(1), 780.772, 780.791a, 780.793(2), 780.828a(2), 780.827.

**Measurement :** Case tracking system

**Objective :** Victim Advocate(s) will provide additional education, referrals, and services to crime victims from a trauma informed/victim centered perspective in conjunction with victim's needs.

**Activity :** Provide the number of times grantees provided criminal justice advocacy for victims upon request.

**Responsible Staff :** Victim Advocate

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

**Expected Outcome :** This office will provide number of times grantees provided criminal justice advocacy for victims upon request.

**Measurement :** Case tracking system or comparable system.

**Activity :** Provide the number of times grantees provided courtroom accompaniment for victims upon request.

**Responsible Staff :** Victim Advocate

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

**Expected Outcome :** This office will provide the number of times grantees provided courtroom accompaniment for victims upon request.

**Measurement :** Case tracking or comparable system.

**Activity :** Provide the number of victims who received Crime Victim Compensation (CVC) application assistance.

**Responsible Staff :** Victim Advocate

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

**Expected Outcome :** This office will provide the number of victims who received Crime Victim Compensation (CVC) application assistance.

**Measurement :** Case tracking or comparable system.

**Activity :** Provide the number of victims who received assistance with MI VINE services.

**Responsible Staff :** Victim Advocate

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

**Expected Outcome :** This office will provide the number of victims who received assistance with MI VINE services.

**Measurement :** Case tracking or comparable system.



**Activity :** Provide the number of victims who received Address Confidentiality Program (ACP) assistance.  
**Responsible Staff :** Victim Advocate  
**Date Range :** 10/01/2024 - 09/30/2025  
**Expected Outcome :** This office will provide the number of victims who received Address Confidentiality Program (ACP) assistance.  
**Measurement :** Case tracking or comparable system.

**Objective :** Victim Advocate(s) will obtain continuing education from MDHHS-DVS approved training sessions.

**Activity :** Full time Victim Advocate(s) will obtain 16 continuing education credits per grant year.

**Responsible Staff :** Victim Advocate

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

**Expected Outcome :** 100% of full time Advocate(s) will obtain 16 continuing education credits per year.

**Measurement :** Training log and/or certificate of attendance.

**Activity :** Part time Victim Advocate(s) will obtain 8 continuing education credits per grant year.

**Responsible Staff :** Victim Advocate

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

**Expected Outcome :** 100% of part time Advocate(s) will obtain 8 continuing education credits per year.

**Measurement :** Training log and/or certificate of attendance.

B1 Attachment B1 - Program Budget Summary

<b>PROGRAM</b> Victim Rights Prosecutor-2025			<b>DATE PREPARED</b> 7/18/2024	
<b>CONTRACTOR NAME</b> Wexford County of Prosecutor			<b>BUDGET PERIOD</b> From : 10/1/2024 To : 9/30/2025	
<b>MAILING ADDRESS (Number and Street)</b> 437 E. Division Street			<b>BUDGET AGREEMENT</b> <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
			<b>AMENDMENT #</b> 0	
<b>CITY</b> Cadillac	<b>STATE</b> MI	<b>ZIP CODE</b> 49601-1998	<b>FEDERAL ID NUMBER</b> 38-6007337	

Category		Total	Amount
<b>DIRECT EXPENSES</b>			
<b>Program Expenses</b>			
1	Salary & Wages	39,722.00	39,722.00
2	Fringe Benefits	11,043.00	11,043.00
3	Employee Travel and Training	200.00	200.00
4	Supplies & Materials	1,500.00	1,500.00
5	Subawards – Subrecipient Services	0.00	0.00
6	Contractual - Professional Services	0.00	0.00
7	Communications	0.00	0.00
8	Grantee Rent Costs	0.00	0.00
9	Space Costs	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00
11	Client Assistance - Rent	0.00	0.00
12	Client Assistance - All Other	0.00	0.00
13	Other Expense	1,502.00	1,502.00
<b>Total Program Expenses</b>		<b>53,967.00</b>	<b>53,967.00</b>
<b>TOTAL DIRECT EXPENSES</b>		<b>53,967.00</b>	<b>53,967.00</b>
<b>INDIRECT EXPENSES</b>			
<b>Indirect Costs</b>			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
<b>Total Indirect Costs</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL INDIRECT EXPENSES</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>		<b>53,967.00</b>	<b>53,967.00</b>

**SOURCE OF FUNDS**

	Category	Total	Amount	Cash	Inkind
<b>1</b>	<b>Source of Funds</b>				
	MDHHS State Agreement	53,967.00	53,967.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	<b>Total Source of Funds</b>	<b>53,967.00</b>	<b>53,967.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Totals</b>	<b>53,967.00</b>	<b>53,967.00</b>	<b>0.00</b>	<b>0.00</b>

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
1	<b>Salary &amp; Wages</b>					
	Victim Advocate	1950.0000	20.370	0.000	FTE	39,722.00
2	<b>Fringe Benefits</b>					
	All Composite Rate	0.0000	29.118	37928.000		11,043.00
3	<b>Employee Travel and Training</b>					
	Mileage-Employee Travel and Training	0.0000	0.000	0.000		200.00
4	<b>Supplies &amp; Materials</b>					
	Office Supplies	0.0000	0.000	0.000		1,000.00
	Postage	0.0000	0.000	0.000		500.00
<b>Total for Supplies &amp; Materials</b>						1,500.00
5	<b>Subawards – Subrecipient Services</b>					
6	<b>Contractual - Professional Services</b>					
7	<b>Communications</b>					
8	<b>Grantee Rent Costs</b>					
9	<b>Space Costs</b>					
10	<b>Capital Expenditures - Equipment &amp; Other</b>					
11	<b>Client Assistance - Rent</b>					
12	<b>Client Assistance - All Other</b>					
13	<b>Other Expense</b>					
	DVN Allocation	0.0000	0.000	0.000		1,502.00
<b>Total Program Expenses</b>						53,967.00
<b>TOTAL DIRECT EXPENSES</b>						53,967.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
1	<b>Indirect Costs</b>					
2	<b>Cost Allocation Plan</b>					
<b>Total Indirect Costs</b>						0.00
<b>TOTAL INDIRECT EXPENSES</b>						0.00

	Line Item	Qty	Rate	Units	UOM	Total
TOTAL EXPENDITURES						53,967.00

- B3**    **Attachment B3 - Equipment Inventory Schedule**  
Attachment B3 - Equipment Inventory Schedule
- C**     **Attachment C - Performance Report Requirements**  
Attachment C - Performance/Progress Report Requirements
- E**     **Attachment E - Program Requirements**  
Attachment E - Program Specific Requirements

---

---

**BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM**

---

---

**TO:** Finance Committee  
**FROM:** Administration and Sheriff's Office  
**FOR MEETING DATE:** August 8, 2024  
**SUBJECT:** Motor Home Listing

SUMMARY OF ITEM TO BE PRESENTED:

No bids were received from the County's request for bids put out in May 2024. JoelsCarz was a recommended listing dealership to Sheriff Taylor. They have suggested listing the motor home for \$200,000. If they can sell the motor home for more than that price, there will not be a fee to the County for selling it. They would keep any profit for over \$200,000.

RECOMMENDATION:

Administration recommends the Finance Committee forward a motion to the full board to approve the listing agreement.

## Compliance Plan and Cost Analysis Renewal - FY 2025

### Applicant

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # 220410

#### 1. Applicant Information

- a. Applicant Name Wexford County
- b. Organizational Unit Wexford/Missaukee Counties
- c. Address 437 E. Division Street
- d. Address 2
- e. City Cadillac State MI Zip 49601
- f. Federal ID Number 23-1779945 Reference No. Unique Entity Id.
- g. Agency's fiscal year (beginning month and day) January-01
- h. Agency Type
- City  Township  County
- Village

#### 2. Project Information

- a. Project Name Compliance Plan and Cost Analysis Renewal - FY 2025
- b. Is implementing agency same as Applicant  Yes  No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2024 End Date Sep-30-2025
- e. Amount of Funds Requested \$1,829,379.15 Project Cost \$1,977,431.35
- f. Agency Local Share: 148,052.20



FOR OFFICE USE ONLY: Version # \_\_\_\_\_

APP # 220410

**3. Contacts**

a. Financial Officer

Name Joe Porterfield  
Title County Administrator  
Mailing Address 437 E. Division Street  
City Cadillac State MI Zip 49601  
Telephone (231) 779-9453 Fax  
E-mail Address jporterfield@wexfordcounty.org

b. Authorized Official

Name Robert Champion  
Title Chief Public Defender  
Mailing Address 419 N. Lake Street  
City Cadillac State MI Zip 49601  
Telephone (231) 444-0480 Fax (231) 444-6518  
E-mail Address rchampion@wexfordcounty.org

c. Authorized Signatory

Name Gary Taylor  
Title Chair, Board of County Commissioners  
Mailing Address 437 E. Division  
City Cadillac State MI Zip 49601  
Telephone (231) 779-9453 Fax  
E-mail Address gtaylor@wexfordcounty.org

d. Project Director / Primary Contact

Name STEPHANY ANDERSON  
Title Office Manager  
Mailing Address 419 N. Lake St.  
City Cadillac State MI Zip 49601  
Telephone (231) 444-0480 Fax  
E-mail Address SANDERSON@WEXFORDCOUNTY.ORG

## Additional Information

FOR OFFICE USE ONLY: Version # \_\_\_\_\_ APP # 220410

### Submitter Information

Funding Unit/System Name: Wexford/Missaukee Counties

- I hereby certify that I am authorized to submit the application and the information and representations contained in the application is true and correct.

### Submitted By (include name, title, email address and phone number):

Name: Robert Champion  
Title: Chief Public Defender  
Email Address: rchampion@wexfordcounty.org  
Phone Number: (231) 444-0480  
Date: 04/19/2024  
Signature: Robert Champion

### Delivery System Model

1. What type of indigent defense delivery system do you have currently? (indicate all that apply):

- Public Defender Office (county employees)  
 Public Defender Office (non-profit/vendor model)  
 Managed Assigned Counsel System (Name of MAC Attorney Manager and P#:)  
[Steve King P42147]  
 Contract Defender System  
 Regionalized system or coordination with other trial court funding units

If you are unsure about your type of indigent defense delivery system, more information can be found in MIDC's report entitled Delivery System Reform Models (2016), posted here: <https://michiganidc.gov/resources>. Questions can also be directed to your MIDC Regional Manager.

2. Are you proposing to change your type of indigent defense delivery system for next year? Please respond Yes or No.  Yes  No
3. If you are changing your indigent defense delivery system, what model do you plan to use next year?

**Standard 1 - Training and Education**

FOR OFFICE USE ONLY:      Version # \_\_\_\_\_      APP # 220410

**Standard 1**

**Training of Attorneys**

- 4. Number of attorneys who accept adult criminal defense assignments as of October 1      17
- 5. Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1      0

**In EGrAMS**, please include a list of names and P#s of all the attorneys who accept adult criminal defense case assignments in your system, including conflict counsel and counsel for youths charged as adults and qualification level for assignments.

- 6. What is your plan for training attorneys with less than 2 years of Michigan criminal defense experience?

The additional funding request is for both roster and conflict attorney with fewer than two years of experience or lack the necessary jury trial experience. . They shall attend at least one multi-day trial skills course/trial college, on client centered skills training and at least one evidence skills course within the first year of employment and/or becoming a roster attorney for conflicts. Each new attorney shall be assigned as second chair with an experience attorney for at least 3 jury trials. Attorney with less than 2 years of criminal defense experience or lack the recommended trial experience will be encouraged to have a minimum of 20 hours of CLE.

- 7. Please describe your system’s training plan, including how compliance will be tracked for reporting requirements:

All attorneys are provided updated information on possible training and are required to complete at least the minimum continuing education credits based on the experience level. On completion of a CLE course, the attorney must submit the required CLE form to the office manager and thier CE Broker account. The status of each attorney CLE is reviewed monthly to assure compliance. Training and continuing education is reviewed on the attorney’s annual performance evaluation.

Conflict attorneys are required to submit any completed trainings to the conflict manager who in turn submits a quarterly report to our office manager to ensure compliance. All attorneys will be required to have a CE Broker Account.

Will you require your attorneys to submit attendance directly through the MIDC’s continuing legal education database provider, CE Broker?       Yes       No

If no, please describe how attendance will be tracked and reported to the MIDC:

- 8. If an attorney does not complete the required training, how will the system address the noncompliance?

1. Staff Attorneys have quarterly performance and CLE reviews, failure to complete the yearly minimum CLE will result in an employee discipline including suspension of receiving new cases

until CLE are completed.

2. Conflict attorneys are reviewed on a quarterly basis to ensure compliance. If a conflict attorney has failed to complete the required CLE an attorney in noncompliance will be suspended from receiving any new cases until completion of the required minimum CLE credits.

## Standard 2 - Initial Interview

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # 220410

### Standard 2

#### Initial Client Interviews

9. The MIDC Standards require the selection and assignments of attorneys to be done independently from the judiciary. How and when are defense attorneys notified of new assignments?

All cases are referred by the court to the Missaukee Wexford Public Defender's Office for selection and assignment. Cases are typically appointed on the day of arraignments, jail arraignments and screening for appointment referrals are conducted at the jail and staffed by up to two attorneys and the client navigator or investigator. Along with arraignment interview sheets, we will assist clients in completing and signing any required forms. The appointment screening documents are to be provided to our staff for processing and forwarding to the Court.

Walk-in arraignments are in person and will be staffed by up to two attorneys and a client navigator or investigator. The appointment decision can be made at the time of the interview. The appointment documents are to be placed in the court file with the rights form and a copy proved to our office support staff.

We are notified the same day by email by the court of all clients referred to our office for indigent representation, status of the bond and the next court date. Then if possible, on the same day, the case is reviewed and assigned to the appropriate staff attorney or referred immediately to the conflict manager for roster assignment. New case assignment attorney notification is by email and case alerts automatically generated by the Defender Data case management software.

10. How are you verifying that in-custody attorney client interviews occur within three business days?

Daily Standard 2 compliance is monitored by both the Office of Public Defender and Conflict Administrator with the use of internal data management systems. At the time of the initial case review and assignment, the in-custody client's case file is flagged internally within the data management software Defender Data, a standard 2 compliance task is automatically produced and forwarded by email to the newly assigned attorney, along with standard 2 form. The compliance task and form must be completed, noted, and verified in the offices case management program Defender Data. All flagged in-custody cases allow for timely review and reporting of standard 2 compliance. Our office receives a weekly speedy trial report that lists the days of incarceration for each in custody client awaiting adjudication and a daily in-custody report of all clients from both counties corrections departments.

The conflict manager then sends a quarterly report to our office manager who compares the date of assignment to the date of the interview for in custody clients to ensure that the conflict attorney is in compliance with the three days in custody interview. Billing statements from the assigned attorneys are reviewed monthly by the MAC and defender's office manager to ensure compliance.

11. How are you verifying attorneys' introductory communications with out-of-custody clients?

All client communications and contacts are noted and tracked by the Chief Public Defender and Conflict Administrator with internal systems. Public Defenders office utilizes the case management software Defender Data. The procedures for out of custody clients require all clients are called and a letter of introduction is sent to the client on the day of the case assignment. In addition, at the time

of arraignment or by mail, clients are given an information sheet from public defender's office which outlines contact information, court timelines and court procedures. The assigned attorneys are required to follow up to assure an in-person conference is scheduled and occurs prior to all scheduled court appearances. All communications, conferences are noted and tracked in the Defender Data programs.

The conflict manager produces a quarterly report which tracks the client's name, date of assignment (which is the date the introductory communication is sent), date of initial interview, and the attorney that has been appointed. This quarterly report and billing invoices are submitted to our office to track compliance of standards. The conflict manager submits their billing invoices to the county administrator for payment.

12. How are you compensating attorneys for conducting initial interviews? Please include whether you intend to compensate attorneys differently for in-custody and out-of-custody interviews.

Interview compensation is the same for in-custody and out of custody clients. Staff attorneys are paid per their salary.

Conflict attorneys are paid at the Standard 8 per hourly scale based on the case. If the assigned Conflict Attorney's office is not located in Wexford and Missaukee Counties, the assigned attorney is compensated for actual travel time at 80 dollars per hour and travel expenses of \$0.44 per mile. The standard hourly rates are \$125 per hour for misdemeanors, \$137 per hour for low severity felonies, \$150 per hour for high severity felonies.

#### **Confidential Meeting Spaces**

- |     |  |    |
|-----|--|----|
| 13. | How many confidential meeting spaces are in the jail?                              | 4  |
| 14. | What is the TOTAL amount of confidential meeting spaces in the courthouse?         | 13 |
| 15. | How many confidential meeting spaces in the courthouse are for in-custody clients? | 5  |

Please describe these spaces.

For jail visits, Wexford and Missaukee counties provide a seat for the client and counsel. Wexford County jail currently has three confidential rooms available and Missaukee County has one. They are separated by a plexi-glass divider. Documents can be exchanged via jail staff when needed. Both jails also have ZOOM capabilities for video conferences with attorneys in a private, confidential setting. Also, our office has recently implemented a toll free line through Securus, allowing for clients to have full access to our office staff and attorneys. Even if a client is being housed in another county jail, this service is provided to them as well. These phone lines are private, secure and not recorded.

For clients who are incarcerated and are appearing in person for their hearing, the Wexford County District Court has 2 meeting rooms that are separated by glass. The attorney simply knocks on the jail holding cell door and the corrections officer will bring down the client that the attorney is requesting to meet with. The Wexford Circuit Court has 2 rooms available for those who are in custody. Again, Missaukee County only has one meeting room for clients who are incarcerated. planning to attend hearings in person at the courthouse. Missaukee meeting space allows for

attorney/client review of recorded discovery material with the addition of a large screen monitor.

16. How many confidential meeting spaces in the courthouse are for out-of-custody clients? 10

Please describe these spaces.

Wexford County District Court has 7 private, secluded meeting rooms for attorneys to meet with clients. The Wexford Circuit Court has 3 private attorney rooms that can be used for in and out of custody clients. The rooms consist of a table and chairs.

Missaukee County is a much smaller courthouse and they only currently have 3 attorney/client meeting rooms for both District and Circuit Court. Due to the lack of courtrooms in this county, District and Circuit Court proceedings are conducted in the same courtroom.

The Judges will allow the attorneys to enter into a "break out" room while in a ZOOM meeting in order for the attorney to consult with their client in a private, confidential setting.

17. Any changes from the prior year's compliance plan for your confidential meeting spaces? Please respond Yes or No.  Yes  No

If Yes, please describe the proposed changes.

In Missaukee County a small office and meeting space is being added to meet with out of custody clients.

### Standard 3 - Investigation and Experts

FOR OFFICE USE ONLY:      Version # _____      APP # 220410
---

#### Standard 3

##### Experts and Investigators

18. The MIDC Standards require approval of expert and investigative assistance to be independent from the judiciary. Describe the process of how attorneys request expert witness assistance for their indigent clients:

Requests for an expert or investigator, The individual assigned attorney shall make a written request to the Chief Public Defender or Conflict Administrator. The request is reviewed internally for approval.

Defendants who have retained counsel, or who are representing themselves can request to be screened for indigency in order to qualify for expert and investigator funding. These requests shall be in writing to the Chief Public Defender by submitting a written request and or necessary financial documentation.

##### Appeals

The appeal process is first to MAC administrator or Chief Public Defender, if no resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

If it believed that the denial for an expert or investigator involves a Constitutional issue, the denial may be appealed directly to the judiciary by making an oral or written motion to be considered by the judge assigned to the case in question.

19. Any change from the prior year's process to request expert witness assistance?     Yes     No  
Please respond Yes or No.

If yes, please explain the change:

20. Describe the process of how attorneys request investigative assistance:

Each attorney will make written request for an investigator to the Chief Public Defender or Conflict Administrator. All requests are noted and tracked in the Defender Data case management program. The request is reviewed internally for approval. Staff Attorneys of office of public Defender shall use the staff investigator, conflict attorneys shall use independent contracted investigators. The staff investigator also reviews new case police reports for possible errors and omissions and then notifies the assigned attorney.

##### **Appeals**

The appeal process is first to MAC administrator or Chief Public Defender, if no resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

If it is believed that the denial for an investigator involves a Constitutional issue, the denial may be appealed directly to the judiciary by making an oral or written motion to be considered by the judge assigned to the case in question.



Standard 3 - Investigation and Experts for Compliance Plan and Cost Analysis Renewal - FY 2025  
Agency: Wexford County  
Application: Compliance Plan and Cost Analysis Renewal - FY 2025

---

21. Any change from the prior year's process to request investigative assistance?  Yes  No  
Please respond Yes or No.

If yes, please explain the change:

22. How are attorney requests (whether approved or denied) for experts and investigators tracked by the system?  
Please include approved and denied requests.

All requests for experts and investigators and the request results are tracked within the internal case management system of Defender Date each request record includes file notations, an individual request form and, when applicable, any billing/payment records.

## Standard 4 - Counsel at First Appearance

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # 220410

### Standard 4

#### Counsel at First Appearance and Other Critical Stages

23. The MIDC Standards require the selection and assignments of attorneys to be done independently from the judiciary. How are you providing counsel at first appearance and all arraignments? Please provide detail for circuit and district court coverage.

Each morning, the Circuit and District Courts, along with the Sheriff department notifies our office of all in-custody individuals awaiting arraignment on recent charges, bench warrants, bond, and probation violations. A member of our office team then meets with the incarcerated person prior to their arraignment. The attorney explains the charges and potential punishment. Also, the attorney or a member of our office will gather background information, financial information including employment history, community connections, prior criminal history, any other current charges, if they are probation/parole anywhere, this information is used to meet the client's individual crisis needs, and to address bond. The attorney will then appear at the hearing unless private counsel represents them and is available. We will have notified the court if the person qualifies and is requesting a referral to the public defenders' office for representation.

If the client is not in-custody, a member of our office will meet with the individual prior to the arraignment at the courthouse, determination eligibility for indigency for gathering the above stated background information to present to the Judge for bond purposes and referral to our office for appointment. The attorney appears on the behalf of the client if a private attorney does not represent them.

24. How are you providing counsel at all other critical stages? Please provide details:

Once a client is referred for appointment to a case, the newly assigned attorney will appear at all future court appearances. All future court dates are verified weekly and all court dates are tracked in the case management software Defender Data with automated text alerts.

On felony Probation Violation arraignment, which at times are immediate and unscheduled, if our office has not been notified and an attorney has not met with the individual, the court will adjourn the arraignment, notify our office, we then have an attorney appear for a re-arraignment to assure counsel is present for all critical stages.

In addition, our office receives a daily jail roster and daily court schedule. The daily schedule is verified by office staff to assure our office has received proper notice and that assigned staff attorneys appear for all court proceedings.

25. How are you compensating attorneys for Standard 4? Please provide detail for compensating counsel at first appearance and compensating counsel at all other critical stages.

All attorney's are paid per the rates recommended in Standard 8. Staff attorneys are paid at a salary scale and conflict attorneys are paid hourly. The hourly rates are \$125 hour for misdemeanors, \$137 per hour for low severity felonies, \$150 per hour for high severity felonies.

26. Do you have a prison in your County?  Yes  No

If Yes, how is counsel provided to people charged with crimes while incarcerated in the prison?

Do you seek reimbursement for the cost of counsel from the Michigan Department of Corrections?  Yes  No

27. Are there or will there be any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, pleas online, etc. Please answer Yes or No.  Yes  No

28. Describe how counsel is offered to a defendant making a plea who does not appear before a magistrate or judge:

The court will only accept a plea by mail or at the district court counter when there is not the possibility of jail or probation. The court has an information sheet from our office available to all individuals. The sheet has both instructions for the person on how to contact our office to speak with an attorney and advising the person of their right to representation.

29. Any change from the prior year's attorney compensation for Standard 4? Please respond Yes or No.  Yes  No

**If yes, please describe in the cost analysis.**

**Standard 5 - Attorney Assignment**

FOR OFFICE USE ONLY:      Version # \_\_\_\_\_      APP # 220410

**Standard 5**

The MIDC Standards require independence from the court including the selection and assignment of attorneys, attorney compensation and approval of requests for expert and investigative assistance.

- 30. How will attorneys be selected to provide adult indigent criminal defense services in your indigent defense system? Please describe any eligibility requirements needed by the attorneys as well as the selection process:

Our selection process is guided by what is outlined in proposed Standard 7.

Case assignment involves reviewing the case location or county (Missaukee or Wexford), type of case, the attorney’s current case load and then determined by the eligibility of the attorney’s ability, training, and experience. To be assigned the attorney but meet the following case-type qualifications:

**Misdemeanor Cases**, satisfaction of all Basic Requirements; *and* serve as co-counsel or second chair in a prior trial (misdemeanor, felony, bench, or jury) *or* equivalent experience and ability to demonstrate similar skills.

**Low-severity Felony Cases**, satisfaction of all Basic Requirements; *and* Has practiced criminal law for one full year (either as a prosecutor, public defender, or in private criminal defense practice) *and* has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in two criminal cases that have reached a verdict, one of which having been submitted to a jury; *or* has equivalent experience and ability to demonstrate similar skills.

**High-severity Felony Cases**, satisfaction of all Basic Requirements; *and* has practiced criminal law for two full years (either as a prosecutor, public defender, or in private criminal defense practice); *and* has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in four criminal cases that have been submitted to a jury; *or* has a significant record of consistently high quality criminal trial court representation and the ability to handle a high-severity felony case.

**Life Offense Cases** satisfaction of all Basic Requirements; *and* has practiced criminal law for five full years (either as a prosecutor, public defender, or in private criminal defense practice); *and* has prior experience as lead counsel in no fewer than seven felony jury trials that have been submitted to a jury; *or* has a significant record of consistently high quality criminal trial court representation and the ability to handle a life offense case.

**Review**, newly hired attorneys’ evaluations are conducted at 3-, 6- and 12-months intervals with input from by peers in the criminal defense community including judges, prosecutors, and clients. After one-year, formal evaluations are conducted annually and informal evaluation occurring though out the year.

To advance experience and mentoring, staff attorneys are assigned as teams to cases, with a less experienced attorney being paired with a seasoned attorney.

- 31. Will the selection process be facilitated by a committee of stakeholders?       Yes       No

If so, please list the titles of participating officials, agencies, or departments as appropriate.

- 32. Who will approve an attorney’s eligibility to receive assigned cases?      Chief Public Defender and the Conflict Administrator

Standard 5 - Attorney Assignment for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

---

33. Who will assign work to the attorneys in the indigent defense system? Please include the person's name, title, employer and/or supervisor.

Person's Name: Robert Champion / Steve King

Title: Chief Public Defender / Conflict Administrator

Employer and/or Supervisor: Wexford County

34. Who will review and approve attorney billing? Conflict Administrator
35. Who will approve requests for expert and investigative assistance? Chief Public Defender/Conflict Administrator
36. Who will review and approve expert and investigative billing? Chief Public Defender/Conflict Administrator
37. What is your appeal process to resolve any potential conflicts between the assigned attorney and the person(s) assigning casework?

The appeal process is for contract attorney first to MAC administrator, in house attorney is to the Chief Public Defender, if no resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

38. What is your appeal process to resolve any potential conflicts between the assigned attorney and the person(s) or reviewing/approving billing?

The appeal process is first to MAC administrator, if no resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

39. What is your appeal process to resolve denied or partially denied requests for expert or investigative assistance?

The appeal process is first to MAC administrator or Chief Public Defender, if no resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

## Standard 6 - Indigent Defense Workloads

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # 220410

### Standard 6

#### Indigent Defense Workloads

40. Public defender offices, assigned counsel, and contract attorneys should not exceed the caseload levels adopted in MIDC Standard 6. Are there sufficient attorneys in your funding unit to meet the caseload standard? Please answer Yes or No  Yes  No

41. Does the system currently have a process to monitor caseloads? Please answer Yes or No  Yes  No

If yes, please briefly describe your current process for monitoring and auditing caseloads.

All new cases are referred daily by the court to the Missaukee Wexford Public Defender's Office for selection and assignment. A daily internal case assignment report is generated from the case management software Defender Data along with a review of caseload excel spreadsheet After review assignments of any new cases are made based on Standards 6 and 7. All case assignments are recorded in the internal case management software and on a standardized caseload excel spreadsheet.

The excel spreadsheet allows all supervising parties to daily monitor and audit all attorney caseloads and new assignments

If no, what will your plan be for monitoring and auditing caseloads?

42. How many attorneys in your system maintain a private/retained or a partial trial-level criminal caseload? (For example, an attorney working on civil matters, youth defense, family legal matters, appellate cases, etc.)
- None  
 1 - 9  
 10 - 49  
 50+

43. Who will be responsible for monitoring and auditing caseload calculations? Conflict manager and  
Chief Public Defender

44. How will caseloads be locally monitored throughout the year? How will attorneys be notified when they have reached their caseload cap?

A daily internal case assignment report is generated from the case management software Defender Data along with a review of caseload excel spreadsheet After review assignments of any new cases are made based on Standards 6 and 7. All case assignments are recorded in the internal case management software and on a standardized caseload excel spreadsheet.

The excel spreadsheet allows all supervising parties to daily monitor and audit all attorney caseloads and new assignments. Any attorney reaching their case load cap will be notified in writing and email.

45. Will you have a process to gather information about an attorney's caseload or assignments from other funding units?

Yes, each attorney accepting cases within Missaukee and Wexford Public Defender's system will be required to self report caseload to the conflict administrator before accepting new cases..

46. What action will be taken when the caseload cap is reached?

When the caseload cap is reached then that attorney will not receive any new cases until caseload compliance is achieved.

.

I

## Standard 7 - Qualification of Counsel

FOR OFFICE USE ONLY:      Version # _____      APP # 220410
---

### Standard 7

#### Qualification of Counsel

47. Eligibility for particular case assignments must be based on counsel's ability, training and experience. Are there sufficient attorneys in your funding unit to meet the caseload standard? Please answer Yes or No  Yes  No

Does your funding unit currently have a process to identify qualifications of counsel for particular assignments? Please answer Yes or No.  Yes  No

If yes, briefly describe your current process for identifying counsel's qualifications.

All attorney qualifications are tracked, monitored and recorded quarterly. The recorded qualification and experience factors, including years of service, education and training, numbers and types of misdemeanors, felony, civil, criminal, and juvenile case experience, trial and motion experience and other quality factors.

In addition, qualification feedback is solicited from appropriate stakeholders within the criminal justice system, including former clients, Judges, Office of Prosecuting attorneys, and court staff.

If no, what will your plan be to identify counsel's qualifications?

48. Who will be responsible for assessing counsel's qualifications? Chief Public  
Defender/Conflict  
Administrator
49. How will attorneys be notified of their qualification level? In writing with explanation
50. What will be your appeal process if a private/roster attorney disagrees with their qualification level?

The appeal process is first to the supervising attorney, either the Conflict Administrator or Chief Public Defender, if no resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

#### Review of Counsel

51. The quality of the representation provided by indigent defense providers must be monitored and regularly assessed. Does your system currently have a process to review counsel? Please answer Yes or No.  Yes  No

If yes, briefly describe your current process for reviewing counsel, including participants in the review process.

**Review**, newly hired attorneys' evaluations are conducted at 3-, 6- and 12-months intervals with input from by peers in the criminal defense community including judges, prosecutors, and clients. After one-year, formal evaluations are conducted annually and informal evaluation occurring though out the year with input from peers and stakeholders.

To advance experience, monitor and mentoring, staff attorneys are assigned as teams to cases, with a less experienced attorney being paired with a seasoned attorney.



Standard 7 - Qualification of Counsel for Compliance Plan and Cost Analysis Renewal - FY 2025

Agency: Wexford County

Application: Compliance Plan and Cost Analysis Renewal - FY 2025

---

If no, what will your plan be for reviewing counsel?

- 52. Who will be responsible for reviewing counsel? Chief Public Defender and Contract Administrator
- 53. How often will the reviews occur? at least yearly,

**Determining Indigency, Contribution, Reimbursement**

FOR OFFICE USE ONLY:      Version # \_\_\_\_\_      APP # 220410

**Determining Indigency, Contribution, Reimbursement**

54. Will judges and/or court staff conduct all indigency screening in every proceeding?  Yes  No  
Please answer Yes or No

If no, who will screen for indigency?      a member of Public Defender's Office

Is this screener the Appointing Authority?  Yes  No

If the screener is not the Appointing Authority, does the Appointing Authority oversee the screening process?  Yes  No

Briefly describe your process for screening for indigency.

Jail and walk-in arraignments will be staffed by up to two attorneys with the assistance of the client navigator or investigator, This team from the Defender's office will conduct an arraignment interview and indigency screening. The appointment and screening documents are processed and provided to the Court. The appointment documents are to be placed in the court file with the rights form.

If the walk-ins are remote, the attorney(s) assigned to this duty will make the appointment decision during preparation for the hearing, and ensure the documents are provided to the Court.

Each of our staff attorneys, and our Office Administrator (Stephany) are authorized pursuant to this policy to review the Requests and appoint/deny counsel. As a general rule, is to err on the side of liberally granting counsel.

If a unrepresented client decides on the day of court that they wish to request counsel, they are to complete the necessary form and the court hearing will be adjourned. If available, a staff attorney may review and process the appointment. If not, the request is forwarded to the office staff to review and appoint counsel. The Public Defender will assign the case in the normal course of business.

The Indigency Standard is to be "liberally construed to favor the appointment of counsel." An individual is "indigent" if they have an inability to obtain competent representation on their own without "substantial financial hardship" for themselves or their dependents. An individual is "partially indigent" if they have an "inability to afford the complete cost of legal representation but an ability to contribute a *monetary amount* toward" their representation.

What is the process for appealing a determination that a person does not qualify for appointed counsel?

An initial decision denying a request for counsel may be appealed in writing to the supervisory team of the Public Defender office and should include any additional supplementary financial information that the individual wishes to be considered. If no resolution, the final appeal is to outside counsel, by agreement with neighboring jurisdiction.

55. Are you designating an Appointing Authority to conduct indigency screening for purposes of MCR 6.005(B)?  Yes  No
- Will you seek contribution from partially indigent defendants?  Yes  No
56. In cases where contribution is appropriate, who is going to make request with the court for contribution?
57. In cases where contribution is appropriate, what is your process for determining the amount that a person should contribute during the pendency of the case to their defense?
58. What is your process for obtaining contribution?
59. What is the process for challenging a request for contribution?
60. Do your courts/judges order reimbursement for attorney fees at the conclusion of a case?  Yes  No

## Attorney Compensation

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # 220410

### Attorney Compensation

61. The MIDC Standards set minimum hourly rates for roster attorneys accepting assignments in adult criminal cases. Are ALL roster attorneys (not full time employees of a public defender office) paid on an hourly basis?  Yes  No

If yes [hourly rates are paid], is there any cap or maximum on the hours that can be billed?  Yes  No

If yes, please explain.

If no [hourly rates are not paid], please describe how attorneys are compensated (flat rate contract, event based, shift coverage, etc). **Please address the following:**

**Are attorneys compensated based on caseloads and does the compensation account for increases or decreases in caseload size?**

**What other factors were considered in arriving at the payment?**

**Are attorneys able to seek extraordinary compensation?**

**How do attorneys seek reimbursement for case-related expenses?**

**How will your system demonstrate that the compensation is equivalent to the MIDC minimum hourly rates? (type of invoicing, etc).**

62. All roster attorneys should be provided regular, periodic payments.

How often are attorney invoices processed and paid? Monthly

In lengthy cases, is periodic billing and payment during the course of representation allowed?  Yes  No

## Miscellaneous

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # 220410

### Personnel

**In the cost analysis**, please provide detail about all personnel employed by the funding unit. This should include DIRECT SERVICE PROVIDERS (Public Defender Chief, Deputy Chief, Assistant Defenders, and staff of the defender office employed by the system) as well as ANCILLARY STAFF (court clerks, sheriff employees, etc.)

#### Ancillary Staff

63. In limited circumstances, the MIDC can fund some other system staffing needs if required to implement one of the MIDC standards. These requests are evaluated each year.

64. Do you have any ancillary staff? Please answer Yes or No.  Yes  No

If yes, what standard(s) or reporting needs do they meet? We employ a correction officer to comply with Standard 2 and Standard 4, They verify all new arrest, daily court transportation roster, verify speedy trial clients, notify attorney of weekend in-custody client issues, assist with client assess for office social worker, escorting in-custody clients to and from appointments, and assures access to clients.

If yes, how are you tracking time for ancillary staff? Timesheets, jail visit and transportation logs and billings records.

65. For existing ancillary staff, are there any personnel positions/hours eliminated, reduced or increased from the prior year? Please answer Yes or No.  Yes  No

**If yes, please explain in the cost analysis and attach documentation to support the request for any increase.**

66. Are any new ancillary staff positions or hours requested from the prior year? Please answer Yes or No.  Yes  No

**If yes, please explain in the cost analysis and attach documentation to support the new request.**

### Reimbursement Costs for Creating Plan

An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY24, if seeking reimbursement under this provision.

Are you requesting reimbursement of planning costs?  Yes  No

If yes, do you have receipts showing that non-funding unit employees have been paid?  Yes  No

What is the amount you are seeking in reimbursement?

### Costs Associated with Data Collection

The MIDC shall fund reasonable costs associated with data required to be collected under the MIDC Act that is over and above the local unit of government's data costs for other purposes pursuant to MCL 780.993 (10).

Are you requesting funding for costs associated with data collection?  Yes  No

If yes, please describe (cost for case management system, hiring personnel, etc.)

Cost for case management system Defender Data,

What is the amount you are seeking for this funding? \$ 3,000.00

### Reminders

- You must also complete a cost analysis.
- In order to complete your application, you must update or confirm the list of the attorneys providing services with P numbers.
- If applicable, you must submit documentation supporting your request under MCL 780.993(2) for reimbursement for the cost of compliance planning.

### List of the attorneys providing services

#### Attorneys Accepting Assignments

Name of Attorney	Bar Number	Title	Type of Office	Years Practicing Criminal Defense in Michigan
Anderson, Abbey	78229		Private Attorneys	10.0
Barnett, William	39633		Private Attorneys	38.0
Burdette, William	49174		Private Attorneys	30.0
Champion, Robert	52726	Chief Public Defender	Public Defender	28.0
Cherry, Patrick	80130		Private Attorneys	9.0
Daniel, Troy	54719		Private Attorneys	27.0
Fiorvento, Taylor	83907		Private Attorneys	4.0
Hackett, Robert	49968		Private Attorneys	31.0
Haertel, Robert	79611	Asst Public Defender	Public Defender	9.0
Harrison, Geoffrey	48903	Asst Chief Public Defender	Public Defender	30.0
Koshiba, Kaitlin	85977		Private Attorneys	2.0
Locklear, Holland	82236		Private Attorneys	3.0
Longoria, Dianne	64170		Private Attorneys	21.0
Urban, Nancy	85140		Private Attorneys	3.0
Carrier, Erin	71628		Private Attorneys	16.0

## Cost Analysis

### Instructions for Completion of the Fiscal Year 2024 Cost Analysis

Please complete all sections of the spreadsheet and narrative relevant to your request for grant funds. The cost analysis request is for the total adult criminal indigent defense system cost funded by the state grant, local share, and other funding sources. As noted in the narrative for each budget category, please highlight or make note of a new or changed budget request. Justification of expenses should include a clear statement as to how the position, contract, or item is a direct expense of the local indigent defense system. The request must include calculations for rates, hours and pricing of requested items. Please refer to the MIDC's GRANT MANUAL for guidance as to allowable costs. Click on 'Show Documents' to view the Grant Manual.

Does or will your system use a vendor/nonprofit model public defender office to provide indigent defense services?  Yes  No

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

FOR OFFICE USE ONLY:	Version # _____	APP # 220410
----------------------	-----------------	--------------

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Personnel</b>						
	Chief Public Defender Notes : Pay scale is equivalent to Michigan Attorney General Attorney Administrator with level 18.  The Chief Public Defender is responsible for, counseling and discipline for the office. The position ensures that Wexford and Missaukee Counties meets all constitutional and legislative requirements as they pertain to the representation of indigent adult offenders and provides a high level of indigent defense services. Directs, develops and implements policies and procedures for the Public Defender Office. Ensures that the Public Defender Office conforms to the Michigan Rules of Professional Conduct. Directs and performs the department's administrative functions. Prepares the department's; implements the financial regulatory requirements of the Michigan Indigent Defense Commission (MIDC).	1.0000	59.320	2080.000	FTE	123,385.60	123,385.60
	Senior Public Defender Notes : State Grade Level 15C  Chief Assistant Public Defender to assume some responsibility when Public Defender is not available. Handles	1.0000	46.240	2080.000	FTE	96,179.20	96,179.20



Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	<p>all level of criminal cases. The Chief Assistant PD must meet the satisfaction of all Basic Requirements for an Assistant Public Defender; and has practiced criminal law for five full years (either as a prosecutor, public defender, or in private criminal defense practice); and has prior experience as lead counsel in no fewer than seven felony jury trials that have been submitted to a jury; or has a significant record of consistently high quality criminal trial court representation and the ability to handle a life offense case.</p>						
	<p>Asst. Public Defender                      Notes : State Grade Level 15B</p> <p>This is an Assistant Public defender II, this position handles all levels of criminal cases. This Attorney meets the satisfaction of all Basic Requirements of an Assistant Public Defender and has practiced criminal law for two full years (either as a prosecutor, public defender, or in private criminal defense practice); and has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in four criminal cases that have been submitted to a jury; or has a significant record of consistently high quality criminal trial court representation and the ability to handle a high-severity felony case.</p>	1.0000	40.960	2080.000	FTE	85,196.80	85,196.80
	<p>Asst. Public Defender                      Notes : State Grade Level 15A-New Attorney</p> <p>Core Responsibilities a full caseload with supervision from</p>	1.0000	35.080	2080.000	FTE	72,966.40	72,966.40

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	the Chief Public Defender. Takes cases at the misdemeanor level based on experience level. Reviews charging instruments, police reports, and other discoveries provided by the Prosecution. Promptly meets with clients and learns the client's goals for the representation and any special needs of the client. Determines further investigation to undertake, including the identification, consultation and applicable experts as approved. Determines what legal issues need development, researches those issues, and presents them in the appropriate forum. Negotiates with the Prosecution and promptly advises the client of the status of those negotiations. Litigates any necessary and appropriate legal issues, including bringing cases to trial. Conducts any post-trial litigation such as sentencing and post-trial motion(Excluding appeals). Maintains accurate, complete, and legible case files.						
	Office Manager Notes : Office Manager- manages support staff and general office functions and procedures, obtains office supply orders, maintains attorney and court scheduling, billing review, handles all financial records and quarterly reporting, manages non-attorney functions, and serves as a liaison between agencies and other essential departments. Engages in community groups to stay informed of current programs and resources available to clients and staff members.	1.0000	31.510	1950.000	HRS	61,444.50	61,444.50
	Investigator	1.0000	32.230	1950.000	HRS	62,848.50	62,848.50

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	<p>Notes : • Investigates financial eligibility of applicants for Public Defender assistance</p> <ul style="list-style-type: none"> <li>• Locates and interviews witnesses.</li> <li>• Assembles physical and documentary evidence.</li> <li>• Inspects the scene of the alleged crime in order to locate, identify, assemble, preserve, evaluate, and record evidence.</li> <li>• Interviews clients who represented by the Office of the Public Defender for detailed information relative to requested investigation.</li> <li>• Acts as liaison with and secures cooperation of Federal, State, and local agencies and other sources of corroborative evidence and testimony.</li> <li>• Subpoenas witnesses and physical evidence.</li> <li>• Develops sources of information.</li> <li>• Assists the Public Defender's office in the preparation of cases for defense.</li> <li>• Appears in court to testify as witness</li> </ul>						
	<p>Social Worker</p> <p>Notes : The social worker assesses client needs and connects them to the proper agencies, conducts Sentencing Mitigation Reports and helps clients prepare a Sentencing statement if they choose to do so, assists with arraignments by obtaining client info for indigency, and directs clients needing to obtain substance use assessments to the</p>	1.0000	30.960	1950.000	HRS	60,372.00	60,372.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	appropriate agencies and follows up to assure receipt of report prior to Sentencing. The social worker helps to facilitate inpatient treatment and prepares motions for release to such programs. Completes special projects and other duties as assigned by the Chief Public Defender. Participates in, administers, or supervise integrated service clinics held in community forums.						
	Admin Assistant Notes : The Admin Assistant handles all incoming discovery for proper processing and filing, provides client's the necessary documents for review, and assists with preparation and filing of motions upon attorney request. Answering phones calls, opening case files, reviewing court schedules and client notification and appointment reminders.	1.0000	22.170	1950.000	HRS	43,231.50	43,231.50
	Clerk Notes : The Clerk serves as the front desk receptionist, new file setup, data entry and client appointment scheduling and contact. Picking up, delivering and sorting mail to court,	1.0000	20.610	1950.000	HRS	40,189.50	40,189.50
	Corrections Staff Notes : Correction Officer in Wexford County Jail who assists with arraignments, escorting in-custody clients to and from appointments and court proceedings. The CO assists with compliance of Standard 2 and 4. This position is 40 hours per week. Assuring attorneys have 24-hour access to client's that are in custody.  The increase in wages for the corrections officer was	1.0000	26.580	2080.000	HRS	55,286.40	55,286.40

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

Line Item	Qty	Rate	Units	UOM	Total	State Grant
because the necessity of a wage increase to attract candidates for the corrections/law enforcement officer positions. The Sheriff's Office is having the same issues we are at recruiting new employees. The WCSD had to reduced staff positions and increased compensation because of the number of vacancy's for both corrections and road patrol. Which did help in recruitment.						
Asst. Public Defender Notes : State Grade Level 15B  This is aa Assistant Public defender II, this position handles all levels of criminal cases. This Attorney meets the satisfaction of all Basic Requirements of an Assistant Public Defender and has practiced criminal law for two full years (either as a prosecutor, public defender, or in private criminal defense practice); and has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in four criminal cases that have been submitted to a jury; or has a significant record of consistently high quality criminal trial court representation and the ability to handle a high-severity felony case.	1.0000	40.960	2080.000	FTE	85,196.80	85,196.80
<b>Total for Personnel</b>					786,297.20	786,297.20
<b>2 Fringe Benefits</b>						
Employer FICA Attachment : <a href="#">FICA_2_B-14.1 Fringe Benefits - Gene.PDF</a>	0.0000	7.650	716056.900		54,778.35	54,778.35
Retirement Attachment :	0.0000	9.600	716056.900		68,741.46	68,741.46

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

Line Item	Qty	Rate	Units	UOM	Total	State Grant
<a href="#">RET_3_B-14.4 Retirement Plan.pdf</a>						
Health Insurance Attachment : <a href="#">HINS_4_B-14.3 Health Insurance.pdf</a>	0.0000	39.000	716056.900		279,262.19	279,262.19
Workmens Compensation Attachment : <a href="#">WC_5_B-14.10 Workers Compensation.pdf</a>	0.0000	0.599	716056.900		4,289.18	4,289.18
Life Insurance Attachment : <a href="#">LI_6_B-14.5 Life Insurance.pdf</a>	0.0000	0.082	716056.900		587.17	587.17
Short Term / Long Term Disability	0.0000	1.252	716056.900		8,965.03	8,965.03
Longevity-paid per county policy Notes : per county policy for FT employees hired prior to 2013-applies to ONE employee in our department Attachment : <a href="#">ZZZ_8_B-14.02 Longevity.pdf</a>	0.0000	0.085	716056.900		608.65	608.65
Cell phone stipend Notes : Notes : Cell Phone Stipend-Due to our office covering two counties, it requires the attorneys, social worker, and full- time investigator to work remotely at times such as when representing and meeting with clients in Missaukee Counties. Wexford County and our office policy is that the employees working remotely remain accessible at any time during the work week. Additionally, the Wexford Board of Commission determined that our office requires cellular phones and per county policy if a cell phone is not provided "the employer shall provide a monthly stipend of \$35.00 per month to the employee." The employee is required to always carry the cell phone while on duty and the employee shall maintain a cell phone service plan and phone capable of such services as is deemed operationally required. Those employees that require a cell phone is the 5 attorneys, a social worker and full-time investigator. The budgeted about for 7 employees is \$2,940. Attachment : <a href="#">ZZZ_9_D-10.0 Cellular Telephone Usag.PDF</a>	0.0000	0.411	716056.900		2,942.99	2,942.99
<b>Total for Fringe Benefits</b>					420,175.02	420,175.02
<b>Total Program Expenses</b>					1,206,472.22	1,206,472.22

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

Line Item	Qty	Rate	Units	UOM	Total	State Grant
<b>Contractual</b>						
<b>1 Contracts for Attorneys</b>						
Managed Assigned Counsel Administration Notes : Managed assign counselor salary based on spending 10 hours per week on conflict case management.	1.0000	125.000	520.000	HRS	65,000.00	65,000.00
Conflict Case Defense Notes : conflict attorney rate for Misdemeanors projected to be appx 65 cases at 8 hours per case. The time per case is based on compliance with Standard 2, local court practice and travel time.	1.0000	125.000	600.000	HRS	75,000.00	75,000.00
Conflict Case Defense Notes : Conflict Attorney rate for low level felonies projected to be appx 50 cases at 20 hours per case. The time per case is based on compliance with Standard 2, local court practice and travel time.	1.0000	137.000	1000.000	HRS	137,000.00	137,000.00
Conflict Case Defense Notes : Conflict Attorney rate for high level felonies projected to be appx 32 cases at 25 hours per case. The time per case is based on compliance with Standard 2, local court practice and travel time	1.0000	150.000	800.000	HRS	120,000.00	120,000.00
<b>Total for Contracts for Attorneys</b>					397,000.00	397,000.00
<b>2 Contracts for Experts and Investigators</b>						
Experts Notes : Expert witness allocation for Staff Attorneys per MIDC rates-	1.0000	1.000	35000.000	FS	35,000.00	35,000.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	<ul style="list-style-type: none"> <li>• High School or Equivalent \$30/hr</li> <li>• Associate's Degree \$50/hr</li> <li>• Bachelor's Degree \$70/hr</li> <li>• Master's Degree \$85/hr</li> <li>• Crime Scene and Related Experts \$100/hr</li> <li>• CPA/Financial Expert \$100/hr</li> <li>• Pharmacy/PharmD \$125/hr</li> <li>• Information Technology Experts \$150/hr</li> <li>• Ph.D./Licensed Doctor \$200/hr</li> <li>• Medical Doctor \$250/hr</li> <li>• MD with Specialty (e.g., Psychiatrist, Pathologist) \$300/hr</li> </ul> <p>An increase in funding here is due to the increase of CSC, serious domestic violence, internet and drug cases which issues require we utilized several specific experts. Due to our location being in Northern Michigan, these experts are not typically local and need to travel at least a couple hours or more.</p>						
	<p>Experts</p> <p>Notes : Expert allocation for MAC conflict attorneys</p> <ul style="list-style-type: none"> <li>• High School or Equivalent \$30/hr</li> <li>• Associate's Degree \$50/hr</li> <li>• Bachelor's Degree \$70/hr</li> <li>• Master's Degree \$85/hr</li> </ul>	1.0000	1.000	10000.000	FS	10,000.00	10,000.00



Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

Line Item	Qty	Rate	Units	UOM	Total	State Grant
<ul style="list-style-type: none"> <li>• Crime Scene and Related Experts \$100/hr</li> <li>• CPA/Financial Expert \$100/hr</li> <li>• Pharmacy/PharmD \$125/hr</li> <li>• Information Technology Experts \$150/hr</li> <li>• Ph.D./Licensed Doctor \$200/hr</li> <li>• Medical Doctor \$250/hr</li> <li>• MD with Specialty (e.g., Psychiatrist, Pathologist) \$300/hr</li> </ul>						
Investigators Notes : Investigator allocation for MAC conflict attorneys  per MIDC rates not to exceed \$100/hour	1.0000	100.000	120.000	MIDC	12,000.00	12,000.00
Substance Abuse Assessments Notes : Negotiated rate for indigent clients to receive assessment for mitigation purposes.	15.0000	80.000	1.000	HRS	1,200.00	1,200.00
<b>Total for Contracts for Experts and Investigators</b>					58,200.00	58,200.00
<b>3 Contracts for Construction</b>						
<b>4 Contracts Other</b>						
Lease Notes : Per our Office space Building Lease dated April 1, 2021  -Lessee shall pay Lessor a base annual rent amount of \$25,200.00 (Base Annual Rent), to be paid in monthly installments of \$2,100.00. This Base Annual Rent shall be increased annually on the first day of April by the amount of CPI, at which time the monthly payments shall increase accordingly.  As of April 1, 2023 our rent is \$2391.90 per month and will increase again April 1, 2024.  Please see attached lease for our building.	1.0000	2650.000	12.000	MTH	31,800.00	31,800.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

Line Item	Qty	Rate	Units	UOM	Total	State Grant
Attachment : <a href="#">LEA_1_RENT INCREASE NOTICE April 202.PDF</a>						
Lease Notes : Monthly lease payment for copier/fax/printer for entire office staff use. We have a monthly lease with US BANK on a Ricoh machine.	1.0000	177.810	12.000	MTH	2,133.72	2,133.72
Interns Notes : One summer Intern for approximately 16 weeks at a rate of \$15/hour. We always hope to attract students to Northern Michigan with the hopes that they will want to return after graduation. Due to the lack of college options up here, this is always a challenge.	2.0000	25.000	640.000	HRS	32,000.00	32,000.00
Intern Stipend Notes : Stipend of up to \$15,000.00 to cover housing and living expenses. This is necessary in order to remove the barrier for affordable, temporary housing in our area.	2.0000	14000.000	1.000	VAR	28,000.00	28,000.00
Lease Notes : lease for satellite office in Lake City, Missaukee County	1.0000	300.000	12.000	MTH	3,600.00	3,600.00
Case Management Software Notes : Defender Data	1.0000	250.000	12.000	MTH	3,000.00	3,000.00
Legal Research Software Notes : Westlaw for PD attorneys	1.0000	937.870	12.000	MTH	11,254.44	11,254.44
<b>Total for Contracts Other</b>					111,788.16	111,788.16
<b>Total Contractual</b>					566,988.16	566,988.16

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

Line Item	Qty	Rate	Units	UOM	Total	State Grant
<b>Other Expenses</b>						
<b>1 Equipment</b>						
<b>2 Training/Travel</b>						
Bar Membership-Staff Attorneys SBM yearly fee	1.0000	415.000	5.000	MIDC	2,075.00	2,075.00
SADO Membership	1.0000	75.000	5.000	MIDC	375.00	375.00
NAPD Membership	1.0000	40.000	5.000	MIDC	200.00	200.00
Training-CDAM training for staff attorneys	1.0000	600.000	5.000	FTE	3,000.00	3,000.00
Training-Skills Training for staff attorneys	1.0000	1000.000	2.000	FTE	2,000.00	2,000.00
Lodging-Staff attorneys per county policy	10.0000	140.000	1.000	FTE	1,400.00	1,400.00
Mileage-Staff attorneys for conferences Attachment : <a href="#">MIL_7_5 - C-4.0 Office Travel and Bu.PDF</a>	1.0000	0.685	1526.720	FTE	1,045.80	1,045.80
Mileage-Staff attorneys travel to Missaukee Notes : Staff attorneys and support staff travel to Missaukee courts and jail. Round trip is 28-30 miles depending on the route taken.	1.0000	0.685	10816.000	MIL	7,408.96	7,408.96
Lodging-SOM rates for conflict attys Notes : per SOM rates for conflict attorneys	1.0000	98.000	12.000	NGT	1,176.00	1,176.00
Mileage-SOM rates for conflict attorneys to conf Notes : per SOM rates for conflict attorneys	1.0000	0.440	591.300	MIL	260.17	260.17
Registration Fees-CDAM training for conflict attys Notes : \$50 per CLE hour \$50 x 12= \$600 per attorney	1.0000	600.000	9.000	FS	5,400.00	5,400.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

Line Item	Qty	Rate	Units	UOM	Total	State Grant
9 conflict attorneys x \$600 = \$5400						
Registration Fees-Skills training for 1 conflict atty Notes : Kaitlin Koshiba is a private attorney that currently accepts conflict files. She is very new and to help her gain knowledge, we will have her attend Skills Training along with other CLE trainings.	1.0000	1000.000	1.000	FS	1,000.00	1,000.00
Humanitarian Support	1.0000	2000.000	1.000	MIDC	2,000.00	2,000.00
<b>Total for Training/Travel</b>					27,340.93	27,340.93
<b>3 Supplies/Services</b>						
Office Supplies Notes : this entails all office supplies, paper products, and cleaning supplies used in the building. We also purchases flash drives for video from Missaukee Prosecutor. We supply all CD, DVD and flash drives to Wexford Prosecutor for video needed for cases. Projected cost is based on historical data and projected case load of 1250 cases.	1.0000	15000.000	0.000	VAR	15,000.00	15,000.00
Zoom Notes : Used of zoom meeting with MDOC, and out of county lodged clients.	1.0000	700.000	0.000	FS	700.00	700.00
Transcripts Notes : cost of manly preliminary exam transcripts based on historical data and projected new case assignments.	1.0000	3000.000	0.000	VAR	3,000.00	3,000.00
Postage for client mailings Notes : Cost of mailing contact letters and information to clients	1.0000	4000.000	0.000	VAR	4,000.00	4,000.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

Line Item	Qty	Rate	Units	UOM	Total	State Grant
Spectrum Business Internet Fax Notes : this includes internet and fax service	12.0000	150.000	0.000	MTH	1,800.00	1,800.00
Nextiva phones	12.0000	350.000	0.000	MTH	4,200.00	4,200.00
Ms Green Recycle/Shred Service Notes : we have a monthly recycle pick up and a quarterly shred service	1.0000	700.000	0.000	VAR	700.00	700.00
Cadillac Janitorial-lawn and snow servic Notes : Cost for lawn service and snow removal for the public defender's office. Amount is based on available historical data.	1.0000	10000.000	0.000	VAR	10,000.00	10,000.00
Computers Notes : Currently 6 Laptops are over 5 years old, technology is built to obsolesce — three years is the approximate productive lifespan of a laptop. (Look up Moore's Law from Intel founder Gordon Moore). Running new software on older hardware often does not work as the software outperforms the hardware and causes errors or doesn't run at all — including cyber security software and Microsoft. Outdated equipment leaves firms vulnerable in an increasingly challenging cyber landscape.	6.0000	1600.000	0.000	NOS	9,600.00	9,600.00
Copies of Evidence video -paid to OPA Notes : we pay the Wexford prosecutors office \$5/disk that they copy of audio or video. We also provide them with the CD, DVD, or flash drives they need.	12.0000	300.000	0.000	MTH	3,600.00	3,600.00
Court Rules / Guidelines	12.0000	33.920	0.000	MTH	407.04	407.04

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

Line Item	Qty	Rate	Units	UOM	Total	State Grant
Interpreters	100.0000	100.000	0.000		10,000.00	10,000.00
<b>Total for Supplies/Services</b>					63,007.04	63,007.04
<b>Total Other Expenses</b>					90,347.97	90,347.97
<b>TOTAL DIRECT EXPENSES</b>					1,863,808.35	1,863,808.35
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1</b>	<b>Indirect Costs</b>					
De Minimis Rate – up to 10%-Cost allocation for direct/indirect cost Notes : The cost allocation for the plan using the guidelines for federal regulation 2 CFR Part 200 including the indirect cost of IT service cost, building maintenance expenses, HR and Payroll processing, account receivables/payable transactions, Administrative overhead and support programs, general and public official liability insurance, civil legal services, security, and department coordination.	0.0000	10.000	1136231.920		113,623.00	113,623.00
<b>Total Indirect Costs</b>					113,623.00	113,623.00
<b>TOTAL INDIRECT EXPENSES</b>					113,623.00	113,623.00
<b>TOTAL EXPENDITURES</b>					<b>1,977,431.35</b>	<b>1,977,431.35</b>

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

	Category	Total	State Grant	Narrative
<b>DIRECT EXPENSES</b>				
<b>Program Expenses</b>				
1	Personnel	786,297.20	786,297.20	<p>Wexford Missaukee Public Defenders is a regional office for Missaukee and Wexford Counties. The office consists of 4 full-time attorneys, 3 support staff, a social worker, and an investigator. The office also funds one full-time corrections officer to assist in meeting with in-custody clients at all stages of criminal proceedings and allowing unlimited access to the jail. Conflict cases are referred to the local MAC office who then assigns the case to a contract attorney.</p> <p>In the calendar year of 2022, there were 1226 new criminal cases referred for an appointment of an attorney with a breakdown as follows.</p> <ul style="list-style-type: none"> <li>• Criminal case assignment                             <ul style="list-style-type: none"> <li>a. 466 new felonies with 417 assigned to staff attorney.</li> <li>b. 760 misdemeanors and probation violations with 711 assigned to staff attorneys.</li> <li>c. 98 cases were assigned to contract attorneys.</li> </ul> </li> </ul> <p>An attorney for the Public Defender's office appeared at 1,319 total arraignments of those 228 were in circuit court and 1091 in district court.</p> <p>Since 2019, cas</p>
2	Fringe Benefits	420,175.02	420,175.02	<p>This is the fringe package offered to full time employees of Wexford County. Please find attached all of the county policies that accompany each category. The percentages are approximate and based on the current projected rates. We only have ONE employee hired prior to 2013 that qualifies for Longevity at the current time.</p>

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

	Category	Total	State Grant	Narrative
<b>Total Program Expenses</b>		1,206,472.22	1,206,472.22	
<b>Contractual</b>				
1	Contracts for Attorneys	397,000.00	397,000.00	Conflict cases are referred to the local MAC office who then assigns the case to a contract attorney. . In prior years, the office was short-staffed due to attorney turnover which resulted in a higher usage of contract attorneys. Currently, contract attorneys are either in short supply or have limited availability. We have been able to recruit out of county attorneys to fill some of the contract attorney void by increasing minimum hourly pay and including travel time/milage. The projected number of Misdemeanor cases has been reduced from the previous year .
2	Contracts for Experts and Investigators	58,200.00	58,200.00	An increase in funding here is due to the increase of CSC and drug cases where we have utilized various experts on numerous cases. Due to our location being in Northern Michigan, these experts are not typically local and need to travel at least a couple hours or more.  At the present time we are averaging two jury trials each month between the two counties. This is more jury trials being held than ever before in history of Wexford and Missaukee counties.
3	Contracts for Construction	0.00	0.00	
4	Contracts Other	111,788.16	111,788.16	This category includes the building lease, case management software, research software, copier lease which these costs are set by contract. An legal intern is for summer months and is used an aid in recruiting for northern Michigan.
<b>Total Contractual</b>		566,988.16	566,988.16	
<b>Other Expenses</b>				
1	Equipment	0.00	0.00	
2	Training/Travel	27,340.93	27,340.93	All rates are set at the approved amounts and in compliance of Standard 1 and



Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

	Category	Total	State Grant	Narrative
				proposed standard 7.
3	Supplies/Services	63,007.04	63,007.04	These rates and amounts are increased due to increase cost of all goods, including paper products. Our yearly copy paper supply increased over 30% alone this year. With additional staff anticipated we will need new computers for that attorney. Other cost are based on available historical data.
<b>Total Other Expenses</b>		90,347.97	90,347.97	
<b>TOTAL DIRECT EXPENSES</b>		1,863,808.35	1,863,808.35	
<b>INDIRECT EXPENSES</b>				
<b>Indirect Costs</b>				
1	Indirect Costs	113,623.00	113,623.00	The cost allocation for the plan using the guidelines for federal regulation 2 CFR Part 200 including the indirect cost of IT service cost, building maintenance expenses, HR and Payroll processing, account receivables/payable transactions, Administrative overhead and support programs, general and public official liability insurance, civil legal services, security, and department coordination.  Due to the nature and structure of Public Defender's office, these indirect cost benefit more than one task, activity or program. This includes indirect costs that cannot be assigned or directed to a specific task, activity or program without making an effort disproportionate to the results achieved.
<b>Total Indirect Costs</b>		113,623.00	113,623.00	
<b>TOTAL INDIRECT EXPENSES</b>		113,623.00	113,623.00	
<b>TOTAL EXPENDITURES</b>		<b>1,977,431.35</b>	<b>1,977,431.35</b>	

**Source of Funds**

	Category	Total	State Grant	Local Share	Other Funding	Narrative

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: Wexford County  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/1/2024

					<b>Sources</b>	
<b>1</b>	<b>Source of Funds</b>					
	State Grant Contribution	1,829,379.15	1,829,379.15	0.00	0.00	
	Local Share Contribution	148,052.20	0.00	148,052.20	0.00	
	Program Revenue	0.00	0.00	0.00	0.00	
	Previous Year Unspent Funds	0.00	0.00	0.00	0.00	
	<b>Total Source of Funds</b>	1,977,431.35	1,829,379.15	148,052.20	0.00	
	<b>Totals</b>	1,977,431.35	1,829,379.15	148,052.20	0.00	

**Attachments Index**

FOR OFFICE USE ONLY:	Version # _____	APP # 220410
----------------------	-----------------	--------------

#	Section	Title	File Name
1	Cost Analysis Detail	Employer FICA	<a href="#">FICA_2_B-14.1 Fringe Benefits - Gene.PDF</a>
2	Cost Analysis Detail	Retirement	<a href="#">RET_3_B-14.4 Retirement Plan.pdf</a>
3	Cost Analysis Detail	Health Insurance	<a href="#">HINS_4_B-14.3 Health Insurance.pdf</a>
4	Cost Analysis Detail	Workmens Compensation	<a href="#">WC_5_B-14.10 Workers Compensation.pdf</a>
5	Cost Analysis Detail	Life Insurance	<a href="#">LI_6_B-14.5 Life Insurance.pdf</a>
6	Cost Analysis Detail	Longevity-paid per county policy	<a href="#">ZZZ_8_B-14.02 Longevity.pdf</a>
7	Cost Analysis Detail	Cell phone stipend	<a href="#">ZZZ_9_D-10.0 Cellular Telephone Usag.PDF</a>
8	Cost Analysis Detail	Lease	<a href="#">LEA_1_RENT INCREASE NOTICE April 202.PDF</a>
9	Cost Analysis Detail	Mileage-Staff attorneys for conferences	<a href="#">MIL_7_5 - C-4.0 Office Travel and Bu.PDF</a>

**Personnel  
Management**

**Fringe Benefits, General**

**Policy Number: B-14.1**

**County Board Approval: July 17, 1996**

**A. Collective Bargaining Agreement.** Where a conflict exists between this policy and a collective bargaining agreement, the collective bargaining agreement will hold precedence.

**B. Fringe Benefits Covered by this Policy.**

1. Paid leave time.

- a. Vacation leave.
- b. Paid holidays.
- c. Administrative leave.
- d. Paid personal leave.
- e. Sick leave.
- f. Jury duty leave.
- g. Family and medical leave.
- h. Disability leave.
- i. Bereavement leave.

2. Unpaid leave time.

- a. Military leave.
- b. Workers' compensation leave.
- c. Maternity leave.
- d. Educational leave.
- e. Unpaid personal leave.

---

**Fringe Benefits**


---

3. Health and dental coverage.
4. Life insurance coverage.
5. Longevity pay.
6. Retirement plan.
7. Social Security.

**C. Eligibility.**

1. Regular full-time employees: All full-time employees are eligible for all fringe benefits outlined in paragraph 2.b above or as provided for in their respective collective bargaining agreement.
2. Regular part-time employees: All part-time employees are eligible fringe benefits outlined in paragraphs 2.b.(1), 2.b.(2.) and 2.b.(7.) above on an annualized pro-rated basis.
3. Irregular part-time employees: Are not eligible for any fringe benefits except for 2.b.(7.) above.
4. Temporary employees: Are not normally eligible for any fringe benefits under this policy except as negotiated as a condition of employment and except for 2.b.(7.) above.
5. Grant employees: Are normally eligible for fringe benefits commensurate with full- or part-time employees depending on the number of hours worked.
6. On-call employees: Fringe benefits include only social security and workers' compensation.

**D. Benefit Levels. As outlined in this *Manual*:**

1. B-5.0: Definition of employment terms/categories.
2. B-7.0: Employee seniority.
3. B-8.0: Salary and wage structure.
4. B-12.0: Absence from the workplace.

**E. Benefit Accrual. Any fringe benefit earned by an employee will be accrued in such a manner as prescribed in this *Manual* or by the pertinent collective bargaining agreement:**

1. Transfer or promotion: Accrued benefits will not be lost when an employee is transferred or promoted inter- or intra-departmentally regardless of whether the change is between two separate collective bargaining agreements provided that accrued fringe benefits continue to be used by the employee in consonance with the guidelines of this *Manual* and/or the appropriate collective bargaining agreement.

---

**Fringe Benefits**

---

2. Status change: Accrued fringe benefits will not be lost when an employee's status changes from part- to full-time or vice-versa. Sick time is calculated differently for full- and part-time employees and a conversion factor will be applied by the General Accounting Office in this area.
3. Use of benefits: Accrued fringe benefits are to be used by an employee in a timely manner as prescribed in this *Manual* and/or in the appropriate collective bargaining agreement.

**Personnel  
Management**

**Retirement Plan**

**Policy Number: B-14.4**

**County Board Approval: July 17, 1996**

**A. General.**

1. Wexford County employees are members of the Michigan Municipal Employees Retirement System (MERS) with contributions paid by the employee and by the County.
2. Vesting in MERS occurs on the 10th anniversary of hire.
3. Regulations pertaining to this retirement system are made by the Michigan MERS Board in conformance with State law.

**B. Procedures.** New employees will be provided with a copy of the MERS handbook at the beginning of their employment.

<b>Personnel Management</b>
---------------------------------

<b>Health Insurance</b>
-------------------------

**Policy Number: B-14.3**

**County Board Approval: July 17, 1996; Amended October 6, 2004; December 1, 2004; July 3, 2013; January 4, 2017; December 6, 2017; May 16, 2018; March 20, 2019**

**A. GENERAL.**

1. The County currently provides a health insurance program for eligible non-union, full-time County employees and elected officials, and members of the eligible employee/official's immediate family. Eligible full-time employees and elected officials may participate in the group insurance program no earlier than the first (1<sup>st</sup>) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date there after that may be established by the insurance. All employees/officials covered under the health insurance will be required to contribute portion of the premium share as determined by the Board of Commissioners. The terms of the insurance policies control the benefits provided thereunder and the employee/official's eligibility for benefits. The County reserves and retains the unilateral right to amend or terminate any benefit, benefit level, county contribution or benefit plan. In the event any conflict between this summary and the plan documents, the plan documents control. Union employees' benefits are controlled by the respective collective bargaining agreements.
2. Current extensions and limitations on eligibility:
  - a) Eligible employee/official's spouses who are enrolled in Medicare are currently eligible for the County sponsored vision and dental at their own expense subject to plan documents;
  - b) Retired employee/officials that elect to purchase health insurance outside the County's plan are currently eligible to enroll in the County's vision and dental at their own expense and subject to plan documents;
  - c) Employees/officials who receive "payment in lieu of coverage" are not eligible to enroll or purchase dental and vision through the County;
  - d) Part time employees are not eligible to purchase vision or dental through the County; Payroll deduction is required for those employees/officials that are purchasing the vision and dental and are still employed with the County;



- e) An employee/official retiree may currently enroll in the County's health insurance, vision and dental plans, provided they pay 100% of the established monthly premiums to Wexford County. Eligible retirees must notify the County upon retirement of their wish to enroll in such coverages. The County reserves and retains the unilateral right to amend or terminate any retiree eligibility or benefit, benefit level, employer contribution or benefit plan. Retiree health, vision and dental eligibility and benefits are governed by the plan description and plan documents. In the event any conflict between this summary and the plan documents, the plan documents control. For health insurance coverage purposes, an employee retiree is defined as: "An employee with enough age and service time to qualify for a MERS retirement and/or Social Security benefits and who is immediately eligible to draw such benefits upon cessation of employment with the County".
3. Premiums are to be reviewed at least annually during budget preparation, with recommendations by the Administrator based on the insurance plan approved by the Board of Commissioners during the budget process.
  4. Employees hired during the Plan Year currently have the choice of A: 'base plan' as offered by the County, or B: the HSA with the County-funded deductible prorated as of their enrollment date, with the employee being responsible for the balance of the deductible.
  5. Employees/officials who are eligible for health insurance coverage through the County and who elect to NOT enroll in the group medical insurance plan because they are eligible for coverage under another qualified group health insurance plan available to their spouse and/or eligible dependents will be eligible to receive additional monthly compensation.

The amount of such monthly compensation may be fixed by the Board of Commissioners. Payments will be made once per month on the second paycheck in each month that the employee would otherwise be eligible for health insurance coverage. This option can only be exercised during open enrollment or a qualified event.

An employee/official must provide proof of insurance coverage under a qualified group plan for the employee/official and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act for eligibility for such payments. An employee/official will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the

employee should notify the County within thirty (30) days and re-enroll in the County health insurance program. Failure to timely notify the County may result in the ability to re-enroll being limited to the open-enrollment period.

An employee or official member who receives either “primary” or “dependent” coverage from the County shall not be eligible for any payment in lieu of coverage

6. Special Conditions: Health insurance coverage for spouses or dependents may be changed during the course of the insurance program year at times other than the open enrollment, if such a change is a ‘qualified event’:
- Marriage
  - Death
  - Divorce
  - Birth
  - Change in hours

Significant increase in cost of current coverage (of spouse) and creates a financial burden. When such event occurs, the employee/official has a 30-day window of opportunity to make the necessary change. Failure to comply with this timeframe will result in being required to wait for the annual open enrollment period. All changes must be requested in writing and sent to the County Administrator. The employee/official is to follow up the request to be sure it has been received and processed.

7. HSA County Contribution

The County’s annual contribution to the Health Savings Accounts of participating employees shall be credited or deposited to each participating employee’s Health Savings Account in four equal pro-rata quarterly deposits on the first business day of each quarter, being the months of January, April, July and October.

- B. COBRA.** Under the Consolidated Omnibus Budget Reconciliation Act of 1986, upon leaving employment with the County, an employee may purchase for himself/herself and his/her family, group health insurance for a period of 18 months (and in some situation for 36 months). Premium payments required for his insurance coverage will be made to the Office of the Wexford County Treasurer.

1. When an employee qualified for retirement, the employee has the following options:

Option #1 – Exercise COBRA rights and purchase existing coverage for 18 months. No other coverage will be available at the conclusion of COBRA rights.

Or.....

Option #2 – Move immediately, if qualified as a “retiree” (as previously defined), into the retiree health care program.

If an employee terminates employment, he/she can only exercise Option #1. In all cases of exercising the COBRA option, the employee will be charged a 2% administration fee that will be added to his/her premium.

- a) The County will no longer cover employee spouses once they reach the age 65;
- b) Employee spouses that reach the age of 65 are eligible for the County sponsored vision and dental at their own expense;
- c) Once an employee reaches age 65 and continues working for the County they are eligible for the County's insurance and will cover their spouse until they reach age 65;
- d) Retired employees are eligible to sign up for the County's vision and dental with the retiree paying the full premium;
- e) Employees who receive "cash in lieu" of insurance are not eligible to purchase dental and vision through the County;
- f) Part time employees are not eligible to purchase vision and dental through the County;
- g) Payroll deduction will be allowed for those employees that are purchasing the vision and dental and are still employed with the County.

**Personnel  
Management**

**Workers' Compensation**

**Policy Number: B-14.10**

**County Board Approval: July 17, 1996**

- A. Cadillac Family Physicians is the designated medical organization regarding any workers' compensation claim. If an employee becomes injured on the job, one of the physicians in this medical practice should be notified for diagnostic and treatment services.
- B. If the injured employee chooses not to receive treatment from the County's designated workers' compensation medical treatment organization, the County is not liable for payment of the workers' compensation claim.
- C. Authorization for treatment forms are available from the General Accounting Office and from the Sheriff's Department administrative office. These forms are to be filled out prior to visiting the doctor's office unless the nature of injury or illness is of an extreme emergency.
- D. Workers' compensation claim forms are available in the General Accounting Office.

**Personnel  
Management**

**Life Insurance**

**Policy Number: B-14.5**

**County Board Approval: July 17, 1996**

- A. General.** The County will provide life insurance coverage in the amount of \$15,000 for each regular full-time employee.
- B. Procedures.**
1. Regular full-time employees may elect to decline life insurance coverage at the time of hire.
  2. If life insurance coverage is elected, it will become effective on the date that the appropriate paperwork is filed by the General Accounting Office with the County's life insurance underwriter.
  3. Life insurance coverage will terminate effective at midnight of the day when the employment relationship between the employee and the County is concluded.

**Personnel  
Management**

**Longevity Pay**

**Policy Number: B-14.2**

**County Board Approval: July 17, 1996; Amended April 2, 2008; May 1, 2013**

**A. General.**

1. Longevity pay is a fringe benefit based on an employee's continuous length of service with the County.
2. Eligibility is based on full years of service as of October 1st in any given year.
3. The Clerk, Register of Deeds, Treasurer, Prosecutor, and Sheriff will receive longevity benefits as of February 20, 2008. All other elected officials are not eligible to receive this benefit.
4. This benefit does not apply to employees hired after May 1, 2013.

**B. Procedure.**

1. All regular full-time employees who are employed as of October 1st each year who have completed five (5) years of continuous full-time employment with the County shall receive longevity pay calculated on the basis of thirty dollars (\$30.00) for each full year of continuous service.
2. The maximum longevity sum to be paid to any employee in a single year is six hundred dollars (\$600).
3. Employees who are on leave of absence or layoff, including a suspension for disciplinary reasons, will retain all service time earned prior to the absence toward the calculation of longevity benefits but will not accrue any additional time toward longevity benefits nor will they receive longevity pay during such absence.

**Facilities and  
Equipment Management**

**Cellular Telephone Usage**

**Policy Number: D-10.0**

**County Board Approval: April 21, 1999; Amended December 7, 2005, February 1, 2012**

**A. Contractual Obligations and Financial Administration.**

1. The departments that have cellular phones shall be determined by the County Board of Commissioners.
2. The actual cell phone contract, options and duration are selected by the departmental manager using the budgeted line as a determining factor and is subject to review by the County Administrator.

**B. Distribution and Use.**

1. Department managers shall have the authority to assign cellular phones as required to their employees. Such use of these phones is restricted to County personnel.
2. All overages to the basic rate shall be the responsibility of the employee. Timely collection of such overages are the exclusive responsibility of the departmental manager and must be collected from the employee.
3. If the department head determines that a unit employee requires a cell phone, and if no County cell phone is provided (including, but not limited to, a car assigned cell phone) the Employers shall provide a monthly stipend of \$35.00 per month to the unit employee. A unit employee who receives such a stipend shall be required to carry the cell phone at all times while on duty and maintain a plan and phone capable of such services as the department head deems operationally required. Employees shall, upon request, provide the department head with proof that the phone/plan meets such requirements.

**RENT INCREASE NOTICE**

LJR Property Management, LLC  
P.O. Box 526  
Tawas City, MI 48764  
989-714-7985

Date: 3/15/2023

Dear Wexford Missaukee Public Defender:

This Rent Increase Notice, which is based on the 2023 CPI Report released on March 14, 2023, shall be deemed as official notice given to you, the Lessee, in accordance with the Lease Agreement between the parties, that started on April 1, 2021.

This Notice shall act as an addendum to the Lease Agreement, amending the monthly rent amount to \$2,391.90 (a 6% increase of the base rent amount). This increase shall begin April 1, 2023.

All other terms and conditions of the original Lease Agreement remain in full force and effect.

If you should have any questions or would like to discuss the rent increase, please feel free to contact me anytime.

LJR Property Management, LLC

  
By: Elizabeth Schnettler, Manager



**General Administrative, Management, and Operations**

**C-4.0 Official Travel and Business Expenses**

---

County Board Approval: July 17, 1996; Amendments: November 17, 1999, May 17, 2000, September 18, 2002, December 1, 2004, January 19, 2011, December 4, 2019, December 18, 2019

**A. General.**

Travel expenses directly related to official County business are reimbursable. This policy mirrors Section A-3.0 of this Manual.

**B. Policy and Procedures.**

1. Original itemized receipts shall accompany requests for reimbursement for expenses incurred in conjunction with official travel.
2. When practical, employees should share transportation and lodging as economy measures.
3. Approval authority for travel plans and travel expense reimbursement claims is as follows:

<u>Approval Authority:</u>	<u>Approval For:</u>
Elected Officials .....	Persons in their Department(s)
Department Heads .....	Persons in their Department(s)
County Administrator.....	Appointed Department Heads
Board Chairman .....	Board members and the County Administrator
Finance Committee .....	Board Chairman

4. Claims for travel reimbursement shall be submitted by the traveler within 30 days after travel has been completed. Travel expenses shall be reimbursed only in the budget year in which expenses are incurred. On approval by the authorizing official as outlined above, travel claims will be forwarded to the Clerk’s Office for approval.

**C. Reimbursement.**

5. Meals (gratuity included):
  - a. Breakfast..... \$15.00
  - b. Lunch..... \$20.00
  - c. Dinner..... \$30.00
6. Accommodations: \$140.00 (tax included). Reimbursement for accommodations may be higher when associated with a workshop or conference, with advance authorization from the designated approval authority.
7. Approved private vehicle mileage shall be equal to the private vehicle premium reimbursement rate for civil service employees as approved by the IRS, unless otherwise approved by the Board of Commissioners.