

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

AGENDA

COURTS/PUBLIC SAFETY COMMITTEE

Hall of Justice

990 Terrace, Muskegon, MI

December 6, 2011 - 3:30 PM

I. John Snider, II, Chair
Anthony Longmire, Vice-Chair

-
1. Call to Order
 2. Roll Call
 3. Approval of Minutes of November 1, 2011
 4. Public Comment (on an agenda item)
 5. Items for Consideration
 - CPS11/12 - 42 (Circuit Court/Family) Authorize Circuit Court to Establish and Fill IV-E Coordinator Position
 - CPS11/12 - 43 (Community Corrections/Juvenile Transition) Approve Corrections Services to Enter into Agreement with BizStream Company
 6. Old Business
 7. New Business
 8. Public Comment (on a new topic)
 9. Adjournment

Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to **two (2) minutes** for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE
MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS
COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

**Muskegon County
Courts/Public Safety Committee Meeting
November 1, 2011
3:30 p.m.
Hall of Justice, 4th Floor
Muskegon, MI**

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Snider at 3:30 p.m.

ROLL CALL

Present: Lewis Collins, Benjamin Cross, James Derezinski, Marvin Engle, Alan Jager, Anthony Longmire, Kenneth Mahoney, Robert Scolnik, I. John Snider, Rillastine Wilkins

Excused: Scott Plummer

APPROVAL OF MINUTES

It was moved by Collins, supported by Engle, to approve the minutes of the September 6, 2011, meeting as written. Motion Carried.

PRESENTATION - EMERGENCY MANAGER OF THE YEAR FOR JURISDICTIONS OVER 60,000 PEOPLE

Chief Gary Szotko, Region 6 Homeland Security Chair, and Mr. Jim VanBendegom, Michigan Emergency Managers Association, presented Mr. Dan Stout, Undersheriff/Emergency Services Director, with the Emergency Management Coordinator of the Year award for jurisdictions over 60,000 people.

Commissioners thanked Mr. Stout for the service in this capacity he provides for the citizens of Muskegon County and the state of Michigan.

Mr. Stout thanked the Board, Administration, and the many volunteers for their continued support.

Mr. Stout introduced Ms. Pat Collinge, Secretary of Emergency Services, and thanked her for her assistance and support.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

- CPS11/11 - 40 It was moved by Longmire, supported by Collins, to approve the extension of the Agreement between the County of Muskegon, Juvenile Transition Center, and Whitehall Public Schools to provide for the delivery of services to the residents of the Muskegon County Juvenile Transition Center for the 2011-12 academic year and the 2012 summer school program and authorize the Board Chair to sign the agreement. Motion Carried.
- CPS11/11 - 41 It was moved by Longmire, supported by Derezinski, to authorize the reclassification of Youth Specialist - Call In positions N10001 and N10003 to Shift Supervisor - Hourly positions with each budgeted at 20 hours per week and reclassification of the full-time Clerk II position G20021 to Secretary (FT). Motion Carried.

OLD BUSINESS

None.

NEW BUSINESS

Commission Snider noted new identification/security cards were distributed for the Commissioners and he questioned if a policy change had taken effect. Ms. Hammersley, County Administrator, noted the policy for front entrance security would be reviewed in the near future in light of first floor remodel schedule.



PUBLIC COMMENT (On a new topic)

None.

ADJOURNMENT

There being no further business to come before the Courts & Public Safety Committee, the meeting adjourned at 3:40 p.m.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED xx		NON-BUDGETED □		PARTIALLY BUDGETED □	
REQUESTING DEPARTMENT Circuit Court, Family Division			COMMITTEE DATE December 6, 2011		REQUESTOR SIGNATURE Patricia A Steele		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVE)							
<p>I am asking that the Board authorize the creation of the position of IV-E Coordinator within the Family Division of the Circuit Court. We believe that this position will assist the court to maximize the amount of federal IV-E funding that can be used to maintain services for children who are in need of residential placements and, over time, reduce the number of such placements by developing community alternatives in concert with Community Mental Health (CMH) and the Department of Human Services (DHS) as well as other potential partners within the community.</p> <p>In the past three months, working as time permitted, Family Division staff has been able to identify three cases which, with the appropriate groundwork, could qualify for and sustain IV-E funding. In those case, three children required out-of-home placement. Typically, the county would bear half of the cost and the state would bear the other half through the Child Care Fund. However, working with DHS the staff was able to identify each case as a candidate for alternative, IV-E funding when it entered the system, insure that all of the requirements to establish and maintain eligibility were met and thereby draw down IV-E dollars to replace the county's share of the cost. I have attached a brief spreadsheet to illustrate the revenue enhancement that is possible in cases like these.</p> <p>We believe that full-time focused attention on this aspect of out-of-home placements combined with a regular, ongoing assessment of the success of the placement and the agencies adherence to the court's expectations, both in terms of outcomes and costs of service delivery, will improve the services to the children and families we work with while insuring that we are able to take advantage of the revenues that are available to us through the IV-E program.</p> <p>I have attached a draft of the proposed job specification for your information and review.</p> <p>We anticipate that this request will be budget neutral as to the cost of the position.</p>							
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)							
<p>I move that the Board authorize the Circuit Court to establish and fill the position of IV-E Coordinator in the Circuit Court, Family Division at a salary range of \$47,172 - \$59,787.</p>							
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)							
<u>HUMAN RESOURCES ANALYSIS</u> Recommend Approval D. Groeneveld				<u>FINANCE & MANAGEMENT ANALYSIS</u> <i>Recommend Approval</i> 			
<u>CORPORATE COUNSEL ANALYSIS:</u>				<u>ADMINISTRATOR RECOMMENDATION:</u> <i>approval</i> 			
AGENDA DATE: 12/6/11		AGENDA NO.: CPS 11/12-42		BOARD DATE: 12/8/11		PAGE NO.	

Charges	Placement	Cost per Day	Average Days	Total	CCF	GF	IV-E
1 CSC 1st Degree	Wedgewood	\$ 259	183	\$ 47,227	\$23,613	\$ -	\$ 23,613
2 CSC 2nd under 13	Wedgewood	\$ 259	183	\$ 47,227	\$23,613	\$ -	\$ 23,613
3 Larceny, Retail Fraud MDPP	Star	\$ 170	365	<u>\$ 62,050</u>	<u>\$31,025</u>	<u>\$ -</u>	<u>\$ 31,025</u>
				\$ 156,504	\$78,251	\$ -	\$ 78,251

IV-E Funding Coordinator

The IV-E funding coordinator, under the general direction of the Deputy Circuit Court Administrator is responsible for management of the funding streams utilized by the court when placing children removed from their homes pursuant to Michigan law and to insure that the available IV-E funding streams are maximized when appropriate and possible. This person will also insure that placements are adequate to meet the needs of the children; placements are consistent with the court's orders and the court's plan for the child and the placements provide services within the time-frames and with the outcomes required by the court. This person is also responsible to establish and maintain collaborative working relationships specifically with the Department of Human Services and Community Mental Health, as well as any other related community resources and agencies, to develop and provide services to the children and their families within the community wherever possible and appropriate.

TYPICAL EXAMPLES OF WORK PERFORMED:

Act as liaison between the Court and DHS Child Welfare Services to assist in identifying child abuse and neglect cases that are eligible for IVE funding. Facilitate communication with Court personnel, local DHS and CMH counterparts regarding all funding matters.

Review all new filings to insure that appropriate reviews are occurring at intake and that adequate information is available and collected to preliminarily assess for eligibility for IV-E funding.

Review all court orders to insure that the appropriate and necessary findings are contained that would allow IV-E funding, if appropriate. Review all court orders to insure that they contain the appropriate and necessary findings to allow for Child Care Fund funding, where appropriate

Prepare documentation for DHS review with respect to IV-E funding that will expedite determinations of eligibility or potential eligibility.

Review all court ordered placements on a monthly basis to determine whether length of stay is consistent with the court's plan for the child, services are consistent with the court's order and the placement is meeting the needs of the child.

Work in concert with the Juvenile Transitions Center to review and assess the placement of children at the center, assess duration of stay and align with established court goals.

Oversee redirection of child support to foster care and residential placements to insure child support mirrors the court-ordered placement and is appropriately and timely distributed.

Prepare all emergency removal court hearings for both DL and NA cases and attend the hearing to insure IVD and IVE compliance.

Attend all training for IV-E, IV-D and Child Care Fund as needed.

Supervision of additional Family Division staff as required to carry out the responsibilities of this position

EXPERIENCE, TRAINING, KNOWLEDGE, SKILLS AND ABILITIES

A. Required Experience and Training

Degree Requirements: Bachelors degree from an accredited college or university with a major in business, accounting, finance or a related field or a Bachelor's degree in Human Services and;

Have a minimum of three years of experience working with children, families and related agencies within the juvenile justice system and;

Have two years of direct, supervisory experience

B. Required Knowledge Skills and Abilities

Experience working within the parameters of governmental funding flows

Experience working with related human Service and administrative agencies.

Excellent interpersonal skills;

Ability to reach viable solutions within the context of differing systems with different priorities and structures.

Experience within the juvenile justice system within both a direct service delivery and supervisory context

Experience with the finance and budget requirements of federal funding flows, specifically the Child Care Fund, Title IV-E funding and Title IV-D funding

Ability to prioritize projects effectively to work under the pressure of deadlines;

Ability to communicate effectively in both written and oral form

Ability to work independently and as part of a team;

Ability to establish and nurture collaborative working relationships with related community agencies and resources;

Considerable ability to coordinate, supervise and evaluate the work of others.

Considerable ability to work with direct supervisory staff to insure that required procedures are established and maintained.

PHYSICAL ACTIVITIES

An employee in this class performs generally sedentary work activities requiring the occasional lifting of objects weighing up to thirty-five (35) pounds.

ENVIRONMENTAL CONDITIONS

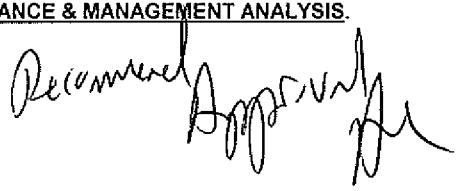
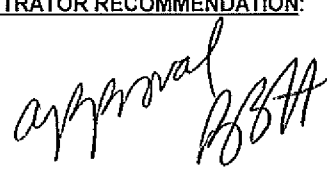
The Coordinator works in the offices of the Muskegon County Family Court.

CAREER OPPORTUNITIES

With sufficient experience and training, an employee in this class may be considered for promotion to higher level positions within the county should a vacancy occur

Suggested salary range: \$47,172 – 59,789

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED <input checked="" type="checkbox"/> NON-BUDGETED <input type="checkbox"/> PARTIALLY BUDGETED <input type="checkbox"/>	
REQUESTING DEPARTMENT Community Corrections- Juvenile Transition Center	COMMITTEE DATE December 6, 2012	REQUESTOR SIGNATURE	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES) The Juvenile Transition Center (JTC) began the search for an automated case management system to support operations in late 2010. To eliminate programming and computer hardware costs, a web based system called Youth Center was chosen for testing and installed by the BizStream Company on a trial basis in early 2011. Youth Center has met the needs of the JTC. Funding was allocated during the FY12 budget process to purchase access to the case management system. It is recommended that the County of Muskegon enter into a service agreement with BizStream to provide the web based solution.			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES) I move that the Muskegon County Board of Commissioners approve the Corrections Services Deputy Director to enter into an agreement with the BizStream Company beginning February 1, 2012 through September 30, 2012 to provide the Youth Center web based case management system at a cost of \$399 per month.			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> 	
<u>CORPORATE COUNSEL ANALYSIS:</u> <div style="text-align: center;">Concur T Williams</div>		<u>ADMINISTRATOR RECOMMENDATION:</u> 	
AGENDA DATE: 12/6/11 AGENDA NO.: CPS 11/12-43 BOARD DATE: 12/8/11 PAGE NO.			

Financial

Monthly User Fee

Total cost is based upon (40) active users – from (February 1, 2012) through (September 30, 2012)

YC – Premium Package per month..... \$399.00

Total cost per month..... \$399.00

Includes: Full unrestricted use of the software, free on site train the trainer course, free phone support, access to on-line user forum, patches, fixes, enhancements, upgrades and discounts on any additional BizStream services.

Terms

Upon acceptance of this Work Order, BizStream will schedule a free trial of the software until implementation and a train the trainer course. Monthly user fees will begin upon the "implementation date".

Implementation date is defined as the date the software is available, configured for use and the client train the trainer course has been completed.

This Work Order will run from an "implementation date" no later than (date) to completion date but not beyond the expiration date of (date). Use of licensed materials or portal software after the expiration date requires a new Work Order.

Any customization, data migration or other work would be defined on a separate Work Order with its own terms.

Client further agrees to assist BizStream by providing feedback, testimonials, and completing surveys.

Warranties

BizStream warrants that the services provided under this Agreement will be performed in a workmanlike manner. Client shall notify BizStream in writing of any breach of this warranty, as described in the Deliverables section of this Work Order, within sixty (60) days after completion of the service. BizStream's sole obligation to Client, and Client's exclusive remedy for breach of this warranty, is re-performance of the service.

Disclaimer. THE WARRANTY SET FORTH IN THE WORK ORDER DELIVERABLES IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. BIZSTREAM EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION,



ANY AND ALL WARRANTIES OF MERCHANTABILITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE.

Disclaimer. IN NO EVENT SHALL BIZSTREAM BE LIABLE TO CLIENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR LOSS OF PROFITS OR REVENUES, INDIRECT, DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR DAMAGES OTHER THAN FOR BREACH OF WARRANTY, WITH RESPECT TO THE SERVICES DESCRIBED UNDER THIS AGREEMENT.

Limitation

BIZSTREAM'S LIABILITY TO CLIENT FOR ANY DIRECT DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CLIENT FOR THE SERVICE GIVING RISE TO THE CLAIM FOR DAMAGES. CLIENT SHALL HAVE NO OBLIGATION TO BIZSTREAM OTHER THAN THE AMOUNTS PAID FOR WORK PERFORMED AS OF THE DATE OF TERMINATION OF THIS WORK ORDER.

Acceptance

Thank you for the opportunity to bid on your project. We look forward to working with you and your staff in the near future. Signature indicates acceptance of the terms of this Work Order.

Signatures & Approvals:

The parties have executed this Work Order on the dates set forth below their respective signatures.

BizStream

Muskegon County Juvenile Transition Center

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Individual's Name)

(Type or Print Individual's Name)

Its: _____
(Type or Print Individual's Position)

Its: _____
(Type or Print Individual's Position)

Date: _____

Date: _____

MASTER SERVICES AGREEMENT

Effective as of the date this Agreement is last executed (the "Effective Date").

By and Between	And
BIZSTREAM 6101 Lake Michigan Dr. Building A, Suite 1600 Allendale, MI 49401 ("BizStream") Attention: Mark Schmidt, President Telephone No.: 616-481-0512 Telefax No.: 877-692-4978 E-mail: mschmidt@bizstream.com	Muskegon County Juvenile Transition Center 1830 White Lake Drive Whitehall, MI 49461 ("Client") Attention: Paul M. Wishka Telephone No.: 231-724-8850 Telefax No.: 231-894-4561 E-mail: wishkapa@co.muskegon.mi.us

This Master Services Agreement (the "Agreement") sets forth the terms and conditions under which BizStream will provide certain professional services for Client as may from time to time be mutually agreed upon by the parties. If there is a conflict between BizStream documents including, but not limited to the Master Service Agreement, Work Orders or Service Level Agreements, the more specific document will govern.

This Agreement is comprised of this Signature Page, the attached General Terms and Conditions, attached Schedule A Work Order.

The parties have executed this Agreement as of the dates set forth their respective signatures.

BIZSTREAM

CLIENT

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Individual's Name)

(Type or Print Individual's Name)

Its: _____
(Type or Print Individual's Position)

Its: _____
(Type or Print Individual's Position)

Date: _____

Date: _____

GENERAL TERMS AND CONDITIONS

1. SCOPE OF SERVICES

1.1 **Work Orders.** BizStream agrees to provide certain professional services as described on separately executed work orders (each a "Work Order"), as may from time to time be entered into hereunder. Each Work Order shall be substantially in the form attached as Schedule A and shall describe the services to be performed by BizStream under this Agreement, applicable pricing and payment terms, and other appropriate terms and conditions.

1.2 **Conflict.** Each Work Order shall be governed by the terms and conditions of this Agreement. If there is a conflict between this Agreement and any Work Order, the terms of the Work Order shall control.

2. TERM AND TERMINATION

2.1 **Term.** This Agreement shall remain in effect until terminated by either party as provided in this Agreement. Each Work Order shall remain in effect until it has expired on its own terms or the services described therein have been completed.

2.2 **Termination by Either Party.** This Agreement or any Work Order may be terminated by either party if the other party:

2.2.1 Fails to perform any of its material obligations under this Agreement or any Work Order and fails to correct such failure within twenty (20) days after receipt of written notice.

2.2.2 Ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors.

2.2.3 Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization and such proceeding is not dismissed within ninety (90) days after it is commenced.

2.3 **Termination for Convenience.** Either party may terminate this Agreement upon sixty (60) days' written notice to the other party at any time that no Work Order is then in effect. Any work order can be terminated with thirty (30) days written notice in the event that funding is no longer available to complete the Work Order as written. In the event of such a termination due to lack of funding, BizStream will be paid as set forth in paragraph 2.4.

2.4 **Effect of Termination.** Upon termination or expiration of this Agreement or any Work Order, Client shall pay BizStream for all services completed by BizStream prior to the termination date and each party shall return to the other party any and all Confidential Information (as defined in Section 6) of that party. Client data will be made available in Industry Standard File Formats that shall include Relational DataBase Table Formatting. Client's access to licensed materials and portal software shall immediately cease upon termination.

2.5 **Survival of Terms.** Upon termination of this Agreement, the provisions of this Agreement providing for the payment of fees and expenses (that accrued prior to termination) (Section 3), warranties (Section 4), limitation of liability (Section 5) protection of Confidential Information (Section 6), and the general provisions (Section 7) shall continue and survive in full force and effect.

3. PRICE AND PAYMENT

3.1 **Services.** All services shall be performed as quoted in the Work Order. Any services approved by client and provided by BizStream but not defined in a Work Order will be invoiced at BizStream's standard Time and Materials rate of \$120 an hour.

3.2 **Invoices.** Unless otherwise provided in the Work Order, BizStream will submit invoices for charge on monthly basis. Each invoice shall be due and payable within thirty (30) days of the invoice date.

3.3 **Taxes.** BizStream's rates and charges do not include any amounts for taxes.

4. WARRANTIES

4.1 **Services.** BizStream warrants that the services provided under this Agreement will be performed in a workmanlike manner. Client shall notify BizStream in writing of any breach of this warranty within one hundred twenty (120) days after completion of the service.

4.2 **Disclaimer.** THE WARRANTY SET FORTH IN SECTION 4.1 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. BIZSTREAM EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 **Waiver.** BOTH PARTIES WAIVE ALL CLAIMS FOR EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR PROFITS ARISING FROM OR RELATING TO THE SERVICES PROVIDED BY BIZSTREAM PURSUANT TO THIS AGREEMENT OR ANY WORK ORDER.

5.2 **Limitation.** EXCEPT AS PROVIDED IN SECTION 5.3 BELOW, BIZSTREAM'S LIABILITY TO CLIENT FOR ANY DIRECT DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CLIENT FOR THE SERVICE GIVING RISE TO THE CLAIM FOR DAMAGES. CLIENT'S LIABILITY TO BIZSTREAM FOR DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT DUE FOR ANY WORK PERFORMED BY BIZSTREAM AS OF THE EFFECTIVE DATE OF TERMINATION AND SHALL NOT INCLUDE CLAIMS FOR LOST INCOME OR PROFITS.

5.3 **Data.** BizStream shall employ industry standard best practices, data replication and/or data backups to secure client data from loss (including but not limited to loss from acts of terrorism, fire or natural disasters) or unauthorized access. In the unlikely event of the loss of client data BizStream will make every reasonable attempt to recover that data at no cost to the client but shall not otherwise be liable for damages to client of any type associated with loss of data. In the unlikely event of unauthorized access to client data, BizStream, shall at its sole cost, immediately upon discovery, notify client of same and take such reasonable action as necessary to prevent further unauthorized access but shall not otherwise be liable to client or to those whose information is accessed for damages of any type associated with unauthorized access.

5.4 **Independent Provisions.** The limitations set forth in this Section 5 are independent from all other provisions of this Agreement and shall apply notwithstanding the failure of any remedy provided herein.

5.5 **Indemnity.** BizStream agrees, at its own expense, to indemnify, defend and hold harmless Client and its affiliates, directors, employees, elected and appointed officials, representatives, officers and agents, (the "Client

Indemnified Parties") against any and all claims, liabilities, lawsuits, direct damages, losses, judgments, costs, fees and expenses incurred by Client Indemnified Parties (including but not limited to, reasonable attorneys' fees and court costs), to the full extent that such arise directly from (1) BizStream's failure to comply with applicable law, (2) physical damage to personal or real property caused by the negligent or willful misconduct of BizStream, its employees or contractors, at the Site(s) during the installation or maintenance of the equipment/system, and/or (3) third party claims that any of the BizStream owned or controlled equipment, facilities, and/or system used to deliver the Services infringes upon the intellectual property rights of such third party. Client Indemnified Parties shall have the duty to cooperate with BizStream in connection with the defense of the claim at BizStream's cost.

6. CONFIDENTIALITY

6.1 **Defined.** As used in this Section 6, "Confidential Information" means and includes information regarding either party's business, operations or activities that is not publicly available and that is: (a) first disclosed in written, electronic, photographic or other tangible form and conspicuously marked "Confidential" or "Proprietary" or the like; or (b) first disclosed in non-tangible form and orally identified as confidential or proprietary at the time of disclosure and is summarized in tangible form and conspicuously marked "Confidential" or "Proprietary" or the like within thirty (30) days of the original disclosure. Client is subject to confidentiality through HIPAA or other regulatory requirements. BizStream acknowledges an obligation on its part to preserve such confidentiality. Nondisclosure. Except as otherwise provided in this Agreement, each party agrees that it shall not use or disclose to any third party any Confidential Information of the other party for any reason, except to its employees who require such knowledge in the ordinary course of their employment. Each party shall take all necessary action to ensure that its employees comply with the confidentiality provisions of this Section 1.1. BizStream acknowledges that Client is subject to the Michigan FOIA and its requirements.

6.2 **Exceptions.** The obligations set forth in this Section 6 shall not apply to any information that (a) is publicly available; (b) is obtained by the receiving party from a third party as a matter of right; (c) is already known or independently developed by the receiving party; or (d) is required to be disclosed by law.

7. GENERAL TERMS AND CONDITIONS

7.1 **Independent Contractor.** BizStream is an independent contractor and nothing in this Agreement shall be deemed to make BizStream an agent, employee or joint venturer of Client.

7.2 **Delays.** Neither party shall be liable to the other party for any delay or failure to perform its obligations (excluding payment obligations) if such delay or failure arises from any cause beyond the reasonable control of that party.

7.3 **Notices.** All notices given under this Agreement shall be in writing and mailed by regular first-class mail or expedited mail service, postage prepaid, and addressed to the parties at the addresses set forth above in Master Services Agreement or at such other addresses as the parties may designate in writing.

7.4 **Amendment.** No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of each party.

7.5 **Assignment.** Client shall not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of BizStream.

7.6 **Waiver.** No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

7.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of BizStream and Client and their respective legal representatives, successors and authorized assigns.

7.8 Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.9 Severability. If any provision of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition or unenforceability, without invalidating any of the remaining provisions.

7.10 Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Michigan, without reference to law pertaining to choice of laws or conflict of laws.

7.11 Legal Expenses. If any action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

7 . 1 2 Entire Agreement. This Agreement, including all Work Orders, constitutes the entire agreement between BizStream and Client with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Client that are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on BizStream.

SCHEDULE A

WORK ORDER 2012-001

This Work Order is made and entered into on this date _____, between BizStream and the undersigned (Client) and to run starting (February 1, 2012) through (September 30, 2012).

Executive Summary

Client has requested a Work Order from BizStream for the purpose of using Youth Center (YC). This document provides information relating to implementation of the system.

YC gives Case Managers, Judges, Detention Staff, Law Enforcement, Service Providers, Administrators, and Clerical Staff a set of web based tools that can revolutionize the way cases are managed throughout an organization. The easy-to-use tool set is accessible through the Internet. YC is secure and reliable using full 128 bit encryption, data backup, replication and redundancy.

Clients realize the immediate benefits of the YC:

- More efficient communication of cases
- Manage programs more effectively
- Detailed reports provide key decision making information to organizations
- Cost effective. No additional equipment is needed to implement the system
- Start saving money immediately

See attachment "Service Description" for detailed description of the services provided.

Project Scope

The project scope includes implementation of the YC within Client. This project includes the software as currently developed. Any modifications to the current functionality are out of scope and will be considered customization. Customization will be quoted separately. This project includes pricing for implementation of the standard YC, planning, implementation, training, ongoing support and data storage.

There are eighty (80) Client users.

Deliverables

BizStream is committed to delivering services to implement the YC.

Use and Access

BizStream will provide use of Youth Center software by authorized users designated by Client with access to data entered by the Client. BizStream will provide access to Youth Center and Client's data via the Internet. Client is required to provide their own high speed Internet access.



Licensing

The Youth Center software licensed to Client is for specific use within the Client's organization and related partners.

Analysis

BizStream completed a basic overview of the Client's product needs. Any additional customization to the standard software beyond the scope described in this document will be identified and quoted separately.

Data Conversion

All systems are proposed without data conversion. Migrating data from a current system will be quoted if necessary. If data conversion is necessary, a project plan for data conversion will be completed to define the scope, cost and timeframe for any needed conversion. It is recommended to begin using the live system after the data conversion is completed.

Implementation

BizStream will complete the setup for the System prior to staff training. A training site will be established to familiarize users with the functions of the system. This site will remain in place for the purpose of training and implementing new functions. If the Client requires Data Conversion the live system will not be used until a data conversion is complete. Data conversion is quoted separately based upon the complexity of current systems and amount of data.

Training

BizStream recommends a "train the trainer" approach to educating staff on the Detention Facility Management System. BizStream will schedule an interactive web based training session for both users and administrators throughout. After this training, a representative from each department should be responsible for understanding all aspects of the system and how it relates to workflow. All system related questions should be directed to these individuals. If issues cannot be resolved they should be escalated to the BizStream help desk by the representative. Any new staff should also be trained by these individuals. At the "Client's" request BizStream will make available, within a reasonable time frame, additional training.

Help Desk and Support

Help desk and product support will be available between the hours of 8:00 am and 5:00 pm E.S.T. Monday through Friday. Client will provide first response support services and forward only qualified support and service requests to BizStream.

Data Storage and System Monitoring

The Client's YC will be monitored 24/7. In the event of an issue, the appropriate BizStream staff will be notified of the situation via email so the issue can be addressed as soon as possible.

All data is stored off-site on BizStream servers where it is backed up and can be restored in case of an emergency.

BizStream will provide a minimum 48 hours e-mail and/or verbal notice of any scheduled service interruptions and updates.

Ownership

The YC portal software is owned by BizStream. User support, help desk, data storage, hosting, backup and system monitoring are covered by monthly user fees. Data entered into the system by users is owned by Client. If the contract is terminated for any reason, the data will be returned to Client in Industry Standard File Format that shall include Relational Data Base

Table formatting. BizStream will export all data from the portal to Microsoft Access or another format specified by Client. If BizStream ceases to support the portal, one licensed copy of the source code will be given to Client to continue using the system. This license does not allow Client to use or resell the code or portal for other uses beyond the original definition of the contract.

Assumptions

BizStream considers its client partners as a key factor to the success of any project. Certain client information and assistance is needed to ensure the success of the implementation of the YC System,

- Access to documents, systems and information that can be used by BizStream in determining the relationship between the YC System and other internal Client systems.
- Access to Client's staff for interviews, meetings and knowledge transfer.
- Regular meetings with staff to review milestone, progress and other information critical to the accuracy of the final implementation.
- Access to other vendors and partners for information related to the system via Client or with Client's approval.
- A facility will be provided by client to train Client's staff. This facility will need Internet access and systems available for users that will be trained.
- BizStream staff will perform services primarily in the BizStream offices. Location of BizStream staff will depend upon the type of work being performed. Unless previous arrangements are made, BizStream staff will use BizStream desktops/laptops for project work.
- All software developed will run on the included platforms: Windows 98, XP, 2000 and Vista. All software developed will run on following browsers: IE 5.5+ unless stated otherwise requested in writing by Client.
- Client will be responsible for expenses related to software or hardware needs, or third-party resources required for application configurations not currently identified.
- Client must provide reasonable access to all areas affected by this estimate and make available a knowledgeable contact person to address questions.
- BizStream's access to secured support areas will be at the discretion of Client; however, access must be compliant with this scope and project timeframes.
- All "out of scope" requests must be submitted in writing through the BizStream Project Manager and will follow the documented Change Control Process.