

State of Michigan
Department of Human Services
Office of Contracts and Purchasing (OCP)
PO Box 30037, Lansing MI 48909

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

AGREEMENT NO: PROFC14-61001

Between

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

And

CONTRACTOR		PRIMARY CONTACT		EMAIL	
County of Muskegon County Treasurer - Prosecuting Attorney		DJ Hilson		hilsonda@co.muskegon.mi.us	
CONTRACTOR ADDRESS					TELEPHONE
990 Terrace Street, County Building 5th Floor Muskegon, MI 49442 3395					(231) 724 6435
STATE CONTACT	NAME	TELEPHONE	EMAIL		
Contract Manager	Jenifer Pettibone	(517) 335 3919	pettibonej@michigan.gov		
Contract Analyst	Terri Smith	(517) 373 4960	SmithT42@michigan.gov		
AGREEMENT SUMMARY					
SERVICE DESCRIPTION		Legal Representation			
GEOGRAPHIC AREA		Muskegon			
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS		
1 year	10/01/2014	09/30/2015	2		
MISCELLANEOUS INFORMATION					
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$180,683.50			
CONTRACT TYPE		Actual Cost			

*The effective date of the contract shall be the date listed in the "Effective Date" box above, or the date of Department of Human Services (DHS) signature below, whichever is later.

The undersigned have the lawful authority to bind the Contractor and DHS to the terms set forth in this Agreement. Section 291 of the fiscal year 2013 Omnibus Budget, PA 200 of 2012, requires verification that all new employees of the Contractor and all new employees of any approved subcontractor, working under this Agreement, are legally present to work in the United States. The Contractor shall perform this verification using the E-verify system (<http://www.uscis.gov/portal/site/uscis>). The Contractor's signature on this Agreement is the Contractor's certification that verification has and will be performed. The Contractor's signature also certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

FOR THE CONTRACTOR:

County of Muskegon County Treasurer

DJ Hilson

Director or Authorized Designee

12/29/2014

Date

FOR THE STATE:

DEPARTMENT OF HUMAN SERVICES

Steve Yager

Director or Authorized Designee

01/08/2015

Date

Contract Number : PROFC14-61001
1st Year Amount : \$0.00
2nd Year Amount : \$180,683.50
3rd Year Amount : \$0.00
Total Contract Amount : \$180,683.50

This Agreement will be in effect from the date of DHS signature through September 30, 2015. No service will be provided and no costs to the state will be incurred before October 1, 2014, or the effective date of the Agreement, whichever is later. Throughout this Agreement, the date of DHS signature or October 1, 2014, whichever is later, shall be referred to as the begin date.

I. CONTRACTOR RESPONSIBILITIES

A. Email Address

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

Contact email address: hilsonda@co.muskegon.mi.us

B. Geographic Area

The Contractor shall provide services described herein in the following geographic area: Muskegon.

C. Location of Facilities

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

County of Muskegon County Treasurer - Prosecuting Attorney 990 Terrace Street County Building
5th Floor Muskegon, MI 49442 3395

County courthouse

DHS (local) office

Other locations determined by a court or the need of the child/ren.

D. Client Eligibility Criteria

1. All clients must be involved in court proceedings regarding the abuse and neglect of children. Delinquency cases are not eligible for service under this Agreement.

2. Determination of Eligibility

Eligibility is determined by DHS.

E. Credentials

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

The Prosecuting Attorney and his/her designee must possess a Law Degree from an accredited law school and be licensed to practice law in the State of Michigan by the Michigan Bar Association, with membership in good standing.

F. Services to be Delivered

1 Service #1 of 1: Legal Representation

Activities the Contractor shall perform:

The Contractor shall:

- a. Provide legal representation to DHS and/or designee in court proceedings regarding the abuse/neglect of children. Notify DHS in the event that legal representation is not agreed upon, as described below in Section I. Contractor Responsibilities, F. Services to be Delivered, 1. Service #1 of 1, e.
 - b. Advise DHS staff and/or designee, when requested and within statutory time frames, on the legal sufficiency of the petition, information, and proofs.
 - c. Provide legal representation to DHS and/or designee throughout the court process, including, if necessary, any appeals.
 - d. Meet with DHS staff and/or designee for the purpose of:
 - 1) Advising with regard to present sufficiency of evidence necessary to proceed to court.
 - 2) Reviewing proposed petition for legal and evidentiary sufficiency and proofs, with regard to the disposition sought, prior to filing.
 - 3) Providing appropriate assistance as determined by DHS and the Contractor in preparing for all phases of the court hearing process (i.e. preliminary hearing, adjudication, dispositional, review and permanency/termination).
 - 4) Determining the witnesses, exhibits, and other evidence necessary for all hearings.
 - 5) Ensuring that all witnesses are subpoenaed.
 - 6) Advising with regard to any follow-up preparations required for future hearings.
 - 7) Providing legal representation for any negotiations which pertain to plea agreements or settlements.
 - e. In the event that the Contractor determines that it cannot represent or continue its representation of DHS due to a conflict or fundamental disagreement as to the manner to proceed in a given case, the Contractor shall provide notification of such information, on a case by case basis, forty-eight hours prior to court proceedings so that DHS may obtain alternate counsel. The Contractor shall support DHS to adjourn hearings pending new counsel.
 - f. Prepare, record, and maintain any/all documentation required for the provision of service to eligible clients.
2. Volume of Service
- a. Clients - The estimated number of unduplicated eligible clients to be served during the period of this Agreement shall be: To be determined
 - b. Unit Definition(s): One unit equals one hour of Contractor's time spent performing the duties outlined herein.
 - c. Units: No maximum number of units shall be established in this Agreement except that total payments shall not exceed the Agreement amount.

G. Expected Contract Performance Outcomes

During the Agreement, it is expected:

1. DHS or designee shall receive legal representation from the Contractor at all proceedings the court requires the Contractor to attend, as agreed upon by the parties.
2. DHS or designee shall receive legal representation from the Contractor for the purpose of providing evidence and testimony to the court for: contrary to the welfare, reasonable

efforts, and permanency findings.

3. DHS staff, which includes its designees, shall receive appropriate assistance from the Contractor in preparing for all court hearings, as agreed upon by the parties. DHS shall actively facilitate the contractual relationship between the Contractor and its designees relative to the legal representation provided herein.

H. Reporting Requirements

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

1. Actual Expenditure Report (DHS-286- IV-E)
2. Supporting documentation that includes the number of units utilized each month. This documentation shall be submitted in a format that has been approved by DHS.

I. Audit Requirements

Vendor Relationship

This Agreement constitutes a vendor relationship with DHS. No audit requirements are imposed by DHS as a result of this Agreement. No audit costs are allowed to be billed to this Agreement. In the event the Contractor elects to have a financial audit performed, the submission of the audit report to DHS is not required nor desired.

The Contractor must immediately report to the DHS Office of Monitoring and Internal Controls accounting irregularities including noncompliance with provisions of this Agreement.

J. Client Records

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

- a. Name of child
- b. Case Number
- c. Date of Service
- d. Issue addressed during each contact on case
- e. Service provided (i.e. attend court hearing; consult on drafting of petition/motion, etc.)
- f. Position of DHS and Prosecutor

K. Fiscal Requirements

The Contractor shall install and maintain an accounting system on E-GrAMS to identify and support all expenditures billed to DHS under this Agreement. The accounting system must record all income and expenses for the Contractor's total program of which services provided under this Agreement are a part.

The Contractor shall maintain, within the accounting system, salary and fringe benefits accounts that break out positions, hospitalization, retirement, workmen's compensation and other fringe benefits. The Contractor shall establish and maintain payroll records for all employees. The Contractor shall maintain payroll records to support amounts billed to DHS in accordance with the federal timekeeping requirements described in the applicable OMB Circular A-122, or OMB Circular A-87, or as codified in the Code of Federal Regulations.

L. Budget

The attached budget is hereby made a part of this Agreement. The Contractor certifies that this budget has been prepared in accordance with the instructions provided by DHS. This document details the amount and object of expenditures for which the Contractor shall use funds paid under this Agreement. The Contractor is authorized to expend funds only for those resources indicated in

the budget that are allowable, properly allocated and reasonable as defined in the instructions.

Actual costs include the cost of fringe benefits provided for employees billed under this Agreement. The fringe benefits billed must be proportional to the time the employees are engaged in IV-E reimbursable activities. Further, those fringe benefits shall be no greater than fringe benefits provided to similar Non-IV-E employees. Fringe benefits may include longevity, vacation, personal leave, holiday, sick leave, medical, dental, optical, life insurance, disability insurance, retirement, social security, workers compensation, and unemployment insurance.

If any staff funded in part or whole by IV-E funds do not work full time on IV-E matters, detailed time-records in the form of personal activity reports (PAR) for such employees are required to document the amount of time spent on reimbursable activities.

M. Billing Procedure

The Contractor shall submit monthly to DHS, a DHS-286-IV-E "Actual Expenditure Report" detailing program-related expenditures. The DHS-286-IV-E shall be submitted to DHS within 30 days from the end of the monthly billing period. For the month of September, DHS-286-IV-E reports shall be submitted, as directed by DHS, to meet fiscal year-end closing deadlines. At its discretion, DHS may not make payment to the Contractor for billings submitted more than 60 days after the end of a billing period.

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

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

N. Criminal Background Check

As a condition of this Agreement, the Contractor certifies that the Contractor shall, prior to any individual performing work under this Agreement, conduct or cause to be conducted for each new employee, employee, subcontractor, subcontractor employee, or volunteer who works directly with clients under this Agreement, or who has access to client information:

1. An Internet Criminal History Access Tool (ICHAT) check and a National and State Sex Offender Registry check. The Michigan Public Sex Offender Registry website address is <http://www.mipsor.state.mi.us>. The National Sex Offender Public website address is <http://www.nsopw.gov>. Information about ICHAT can be found at <http://apps.michigan.gov/ichat>.
2. Children under this Agreement, a Central Registry (CR) check. Information about CR can be found at http://www.mi.gov/dhs/0,1607,7-124-5452_7119_48330-180331--,00.html.

The Contractor shall require each new employee, employee, subcontractor, subcontractor employee, or volunteer who works directly with clients or who has access to client information under this Agreement to notify the Contractor in writing of criminal convictions (felony or misdemeanor), and/or pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

Additionally, the Contractor shall require each new employee, employee, subcontractor, subcontractor employee, or volunteer who works directly with clients under this Agreement or who has access to client information and who has not resided or lived in Michigan for each of the previous 10 years to sign an affidavit attesting to the fact that they have never been convicted of a felony or identified as a perpetrator, or if they have, the nature and recency of the felony.

The Contractor further certifies that the Contractor shall not submit claims for or assign duties under this Agreement to any new employee, employee, subcontractor, subcontractor employee, or

volunteer based on a determination by the Contractor that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

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

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

O. Support of Wages Charged on the Actual Expenditure Report

Upon request of DHS, the Contractor shall submit employee activity sheets to support the amount of wages charged on the DHS-286-IV-E Actual Expenditure Report. DHS will identify a specific DHS-286-IV-E Actual Expenditure Report and request the Contractor to submit all employee activity sheets for employees who were charged in whole or in part to DHS, along with any other schedules or workpapers necessary to support the amount of wages charged, in accordance with the appropriate federal circular.

The Contractor shall provide the requested information no later than 10 days after the request. If, after review of the information, DHS determines that the Contractor is in substantial compliance with documentation requirements related to compensation, DHS will communicate with the Contractor that no further action is necessary. In the event the Contractor cannot support the amount of wages charged on the DHS-286-IV-E Actual Expenditure Report, DHS may, at its discretion, request recoupment for the difference between the amount charged and the amount that can be supported by the activity sheets.

II. DHS RESPONSIBILITIES

A. Payment

DHS will provide timely processing of all claims for expenditure reimbursement in accordance with state regulations implementing § 2, Public Act 279 of 1984. DHS shall complete its processing of payments to the Contractor within 45 calendar days after receipt of the Contractor's monthly DHS-286-IV-E. Payments shall be made in accordance with each fiscal year budget attached to and made part of this Agreement. Processing and payment may be delayed to the next available cycle for any DHS-286-IV-E submitted after the due date.

DHS reserves the right to defer or disallow payment of any claim submitted by the Contractor for failure to document and provide any required paper or electronic records, statistics, or reports to DHS as required by this Agreement. This includes documentation required by applicable state statutes or federal regulations, provided that such requests are within the capacity of the Contractor to obtain. DHS must provide the Contractor with 30 days notice of such an action as well as the Contractor's right to appeal that decision.

Monthly payment = actual expenditures incurred x county reimbursement rate

The county reimbursement rate is determined by the federal IV-E administrative cost reimbursement rate (50%), multiplied by the percentage of IV-E eligible children in out-of-home care in the

Contractor's county.

The penetration rate is defined as the percentage of IV-E eligible children in out-of-home care in the county served by the Contractor.

DHS calculates the penetration rate for each county on a monthly basis and develops an average quarterly penetration rate. The quarterly penetration rate shall be used in the calculation of payments.

B. Maximum Amount of Agreement

DHS hereby agrees to pay the Contractor an amount not to exceed US Dollars One Hundred Eighty Thousand Six Hundred Eighty Three and 50/100 (\$180,683.50) for services performed in accordance with the terms of this Agreement exclusively during the period from the begin date to September 30, 2015.

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

<u>Agreement Period</u>	<u>Amount</u>
Begin date through September 30, 2014	\$0.00
October 1, 2014 through September 30, 2015	\$180,683.50

Payment shall be calculated as described in Section II. DHS Responsibilities, A. Payment.

C. Performance Evaluation and Monitoring

DHS shall monitor and evaluate Contractor performance for compliance with Title IV-E standards, all Contractor duties and responsibilities, as identified in Section I. Contractor Responsibilities, F. Services to be Delivered, of this Agreement. The services provided by the Contractor under this Agreement shall be evaluated and assessed at least annually by DHS on the basis of the criteria outlined in Section I.G.

DHS shall perform contract monitoring through activities such as:

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

III. GENERAL PROVISIONS - PUBLIC

A. Options to Renew

Upon mutual agreement of the parties, this Agreement may be renewed in writing by an amendment not less than 30 days before its expiration. This Agreement may be renewed for up to two additional one-year periods.

B. Amendment

1. Federal or State Laws or Regulations

The Contractor shall, upon request of DHS and receipt of a proposed amendment, amend this Agreement, if and when required in the opinion of DHS, due to the revision of federal or state laws or regulations. If the Contractor refuses to sign such amendment within 15 days after receipt, this Agreement shall terminate upon such refusal. This Agreement may otherwise be amended only by the written consent of all the parties hereto.

2. Change Requests

DHS reserves the right to request from time to time any changes to the requirements and specifications of this Agreement and the work to be performed by the Contractor under this Agreement. During the course of ordinary business, it may become necessary for DHS to discontinue certain business practices or create additional services/deliverables. At a

minimum, to the extent applicable, DHS will require the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify DHS, the Contractor has no right to claim thereafter that it is entitled to additional compensation in accordance with this Agreement for performing that service or providing that deliverable.

Change Requests:

- a. By giving Contractor written notice within a reasonable time, DHS must be entitled to accept a Contractor proposal for change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a change, a written amendment must be prepared and issued under this Agreement, describing the change and its effects on the services and any affected components of this Agreement.
- b. No proposed change must be performed until the proposed change has been specified in a duly executed amendment issued by DHS.
- c. If DHS requests or directs the Contractor to perform any activities that Contractor believes constitute a change, the Contractor must notify DHS that it believes the requested activities are a change before beginning to work on the requested activities. If the Contractor fails to notify DHS before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Agreement and then ceases performing that work, the Contractor must, at the request of DHS, retract any out-of-scope work that would adversely affect this Agreement.

C. Subcontracts

The Contractor shall not assign this Agreement or subcontract this Agreement to other parties without obtaining prior written approval of the DHS Office of Contracts and Purchasing. DHS, as a condition of granting such approval, shall require that such assignees or subcontractors shall be subject to all conditions and provisions of this Agreement including Criminal Record and Central Registry background checks when applicable. The Contractor shall be responsible for the performance of all assignees or subcontractors.

If the Contractor is a subrecipient and creates a subrecipient through subcontracting, the Contractor must monitor the subcontractor to ensure compliance with federal requirements.

If subcontracting, the Contractor must obligate the subcontractors to maintain the confidentiality of DHS' client information in conformance with state and federal requirements. At DHS' request, any employee of the Contractor and of any subcontractor having access or continued access to DHS' confidential information may be required to execute an acknowledgment that the employee has been advised of the Contractor's and the subcontractor's obligations under this section and of the employee's obligation to DHS, the Contractor or subcontractor, as the case may be, to protect such confidential information from unauthorized use or disclosure.

D. Confidentiality

1. The Contractor and DHS each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this section, "confidential information" of the Contractor must mean all non-public proprietary information of the Contractor (other than confidential information of DHS as defined below)

which is marked confidential, restricted, proprietary or with a similar designation. Confidential information of DHS must mean any information which is retained in confidence by DHS (or otherwise required to be held in confidence by DHS under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to the Contractor by DHS under its performance under this Agreement, is marked as confidential, proprietary or with a similar designation by DHS. Confidential information includes information made privileged or confidential under federal and state laws and excludes any information (including this Agreement) that is publicly available under the Michigan Freedom Of Information Act.

2. DHS and the Contractor will each use at least the same degree of care to prevent disclosing to third parties the confidential information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither the Contractor nor DHS will (i) make any use of the confidential information of the other except as contemplated by this Agreement, (ii) acquire any right in or assert any lien against the confidential information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's confidential information to the other party. Each party will limit disclosure of the other party's confidential information to employees and subcontractors who must have access to fulfill the purposes of this Agreement. Disclosure to, and use by, a subcontractor is permissible where (A) use of a subcontractor is authorized under this Agreement, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's scope of responsibility, and (C) the Contractor obligates the subcontractor in a written contract to maintain DHS's confidential information in confidence. At DHS's request, any employee of the Contractor and of any subcontractor having access or continued access to DHS's confidential information may be required to execute an acknowledgement that the employee has been advised of the Contractor's and the subcontractor's obligations under this section and of the employee's obligation to the Contractor or subcontractor, as the case may be, to protect the confidential information from unauthorized use or disclosure.

E. Compliance with Rules and Regulations

1. Compliance with Federal and State Requirements

The Contractor shall comply with all federal, state and local statutes, regulations and administrative rules, and any amendments thereto, as they may apply to the performance of this Agreement. This shall include, but shall not be limited to, those laws and regulations that could have a material effect on the federal program.

In addition, the Contractor shall comply with all federal grant agreements, provisions stated within the Catalog of Federal Domestic Assistance (CFDA), and state and federal laws and other rules and regulations related to this funding source that occur over the term of the Agreement.

The Contractor shall comply with all Federal Office of Management and Budget circulars that apply to the federal funding provided under this Agreement, which include but are not limited to:

- a. A-102 for administrative requirements
- b. A-87 Cost Principles for Government, Relocated to 2 CFR, Part 225
- c. Special Federal Grant Provisions

The Contractor shall keep informed of federal, state, and local laws, ordinances, rules, regulations, orders, and decrees of bodies or tribunals having any jurisdiction/authority that in any manner affects those engaged in or employed on the work done under this

Agreement or that in any manner affects the conduct of the work done under this Agreement.

2. Civil Service Rules and Regulations

The state of Michigan is obligated to comply with Article XI, Section 5, of the Michigan Constitution and applicable civil service rules and regulations. Other provisions of this Agreement notwithstanding, the state personnel director is authorized to disapprove contractual disbursements for personal services if the state personnel director determines that this Agreement violates Article XI, Section 5 of the Michigan Constitution or applicable civil service rules and regulations.

3. Compliance with Civil Rights, Other Laws

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to Title VI and VII of the Civil Rights Act, 42 USC 2000d et seq., and the Elliott-Larsen Civil Rights Act, MCL 37.2101 et seq.

The Contractor shall also comply with the provisions of:

- a. The Americans with Disabilities Act of 1990, 42 USC 12101 et seq.
- b. The Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq.
- c. Section 504 of the Federal Rehabilitation Act of 1973, 29 USC 791 et seq., which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of this handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- d. HIPAA regulations at 42 CFR Part 160 and Part 164.

4. Freedom of Information Act

All information in this Agreement is subject to the provisions of the Freedom of Information Act, 1976 Public Act 442, as amended, MCL 15.231, et seq.

5. Prohibition Against Using Funds to Support Religious Activities

The Contractor shall not use financial funds administered by the state or federal government to support inherently religious activities, such as worship, religious instruction, or proselytization. If the Contractor engages in such activities, it must offer them separately, in time or location, from the programs or services funded with state or federal assistance, and participation must be voluntary for the beneficiaries of the state or federally funded programs or services.

The Contractor shall strictly adhere to provisions of federal law and regulation, including those found in 42 USC 604a.

F. Examination and Maintenance of Records

The Contractor shall maintain/retain all books, records or other documents (electronic or otherwise) relevant to this Agreement at all times during the term of this Agreement and any extension of this Agreement and for three years after the later of the expiration date or final payment under this Agreement, at the Contractor's cost, and shall send copies of said books, records or other documents to DHS upon request. Federal auditors and any persons duly authorized by DHS shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the three-year period after the later of the expiration date or final payment under this Agreement and extends past that period, all documents shall be maintained until the audit is completed. DHS shall provide findings and recommendations of audits to the

Contractor. DHS shall adjust future payments or final payment if the findings of an audit indicate over payment to the Contractor in any period prior to the audit. If no payments are due and owing the Contractor, the Contractor shall refund all amounts which may be due DHS within 60 days notice by DHS. The Contractor shall assure, as a condition of any sale or transfer of ownership of the Contractor agency, that the new purchasers or owner maintains the above-described books, records or other documents for any unexpired portion of the term of this Agreement and three-year period after the later of the expiration date or final payment under this Agreement or the Contractor shall otherwise maintain said records as DHS may direct. If business operations cease, the Contractor shall maintain records as DHS may direct. The Contractor shall notify DHS when and if the Contractor operations cease during the three-year period after the later of the expiration date or final payment under this Agreement and provide for appropriate storage of records at the Contractor's expense.

The Contractor shall, as a provision of this Agreement, assure that DHS may make reasonable inquiries of the auditor relating to audit workpapers and, furthermore, that DHS may review the auditor's workpapers in support of the audit.

G. Reporting and Monitoring

1. Reporting

The Contractor shall comply with all program and fiscal reporting procedures as are or may hereinafter be established by DHS. The Contractor shall also comply with all reporting procedures established by DHS in completion of progress reports at time intervals, on forms, in formats, and by means specified by DHS. In particular, reports or billing documents denoting event dates shall record month, day and year as specified by DHS. In all electronic filings, four digits shall be used to designate year. Any additional reports as deemed necessary by DHS shall be made and submitted by the Contractor upon request.

2. Monitoring Requirements

If DHS detects noncompliance with this Agreement, and/or questioned costs during the course of its review, these items shall be identified and conveyed to the Contractor in an exit conference. DHS shall provide the Contractor with a detailed written report of these findings within 60 days of the exit conference. The Contractor is required to address each item in DHS' report by providing a Corrective Action Plan (CAP) to eliminate or correct each issue of noncompliance. The Contractor shall submit the CAP to DHS within 60 days from issuance of DHS' report.

If DHS identifies questioned costs that cannot be substantiated, DHS may, at its discretion, and after consultation with the Contractor, require the Contractor to submit a revised "Actual Expenditure Report" to reflect adjustment for disallowed costs. Submission of revised billings to DHS shall be made within a time schedule established by DHS and the Contractor. If the Contractor fails to comply with monitoring requirements as set forth in this Agreement, and within allotted time frames mutually established, DHS may, at its discretion, invoke sanctions on the Contractor, which may include, but are not limited to, actions to collect disallowed costs and/or cancellation of the Agreements.

3. Audit Reports that Contain a Going Concern Statement

If an audit firm conducts an audit of the Contractor and issues an audit report with a finding of a Going Concern, the Contractor must submit this audit report to the DHS Office of Monitoring and Internal Controls within 10 days from the date of the audit report. The submission of this audit report to DHS is required regardless of whether an audit is required under this Agreement.

A Contractor receiving a Going Concern must submit a financial plan to the DHS Office of

Monitoring and Internal Controls no later than 25 days from the date of the audit report issued by the audit firm. The financial plan must be approved by DHS. Failure of the Contractor to either timely submit the audit report with the Going Concern, or timely submit a financial plan, or DHS' rejection of the Contractor's financial plan, are grounds for immediately terminating this Agreement.

Mailing address for all audit information:

Michigan Department of Human Services
Office of Monitoring and Internal Controls
Grand Tower, Suite 1112
PO Box 30037
Lansing, MI 48909

H. Fees and Other Sources of Funding

The Contractor guarantees that any claims made to DHS under this Agreement shall not be financed by any source other than DHS under the terms of this Agreement. If funding is received through any other source, the Contractor agrees to deduct from the amount billed to DHS the greater of either the fee amounts, or the actual costs of the services provided.

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

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

I. Publication - Approval and Copyright

The state of Michigan shall have copyright, property and publication rights in all written or visual material or other work products developed in connection with this Agreement. The Contractor shall not publish or distribute any printed or visual material relating to the services provided under this Agreement without prior written permission of the state of Michigan.

If the Contractor or an agent of the Contractor creates and/or reproduces under this Agreement materials which are developed for consumption by the general public or as a general information tool and which are funded in whole or in part with state of Michigan funds, the Contractor or its agent must include one of the statements referenced below, as they apply:

a. This program is funded by the state of Michigan

OR

b. This program is funded in part by the state of Michigan

News releases (including promotional literature and commercial advertisements) pertaining to this Agreement shall not be made without prior written DHS approval, and then only in accordance with the explicit written instructions from DHS. No results of the activities associated with the Agreement are to be released without prior written approval of DHS and then only to persons designated.

J. Agreement Inclusiveness

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

K. Certifications Regarding Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Contractor certifies to the best of its knowledge that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons influencing or attempting to influence an officer or employee of an department, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any department, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

L. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The Contractor certifies to the best of its knowledge that they and their principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal or state department or agency.
2. Have not within a three-year period preceding this Agreement been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) 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, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in 28 CFR 67, et sec.
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause and default.

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

The Contractor shall promptly notify DHS of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractors, or any of the foregoing entities' then current officers or directors during the term of this Agreement and three years thereafter.

All notices shall be provided in writing to DHS within 15 business days after the Contractor learns about any such criminal or civil investigations and within 15 days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements, which are

prevented from disclosure by the terms of the settlement, shall be annotated as such. However, the Contractor shall disclose if any terms of such settlement would impede the Contractor's performance of this Agreement. The Contractor may rely on similar good faith certifications of its subcontractors, which certification shall be available for inspection at the option of DHS.

The Contractor certifies to the best of its knowledge that within the past three years, the Contractor has not;

1. Failed to substantially perform a state contract or subcontract according to its terms, conditions, and specifications within specified time limits.
2. Refused to provide information or documents required by a contract including, but not limited to information or documents necessary for monitoring contract performance.
3. Failed to respond to requests for information regarding contract compliance, or accumulated repeated substantiated complaints regarding performance of a contract.
4. Failed to perform a state contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

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

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

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

If the state finds that grounds to debar exist, it shall send notice to the Contractor of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a hearing. If the Contractor does not respond with a written request for a hearing within 20 calendar days, the state shall issue the decision to debar without a hearing. The debarment period may be of any length up to eight years. After the debarment period expires, the Contractor may reapply for inclusion on bidder lists through the regular application process by authority of Executive Order 2003-1.

M. Governing Law

This Agreement shall in all respects be governed by, and construed according to, the substantive laws of the state of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

Any dispute arising from this Agreement shall be resolved in the state of Michigan and the Contractor expressly consents to personal jurisdiction in Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue. Contractor agrees to appoint agents in the State of Michigan of Michigan to receive service of process.

N. Severability

Each provision of this Agreement shall be deemed to be severable from all other provisions of this Agreement and, if one or more of the provisions of this Agreement shall be declared invalid, the

remaining provisions of this Agreement shall remain in full force and effect.

O. Reporting of Retiree Employment

All other provisions of this Agreement notwithstanding, the Contractor shall provide written notification within 15 days of hiring to DHS Office of Human Resources (HR) the name, social security number, and work site of any state of Michigan retiree under their employ. Failure to notify HR within the allotted time period may result in the disallowance of all costs related to this Agreement up to the time the proper notification is received by HR.

P. Disputes

The Contractor shall notify DHS in writing of intent to pursue a claim against DHS for breach of any terms of this Agreement. No suit may be commenced by the Contractor for breach of this Agreement prior to the expiration of 90 days from the date of such notification. Within this 90 day period, the Contractor, at the request of DHS, must meet with the Director of DHS or designee for the purpose of attempting resolution of the dispute.

Q. Termination/Cancellation

1. Notice and Right to Cure

If the Contractor breaches this Agreement, and DHS, in its sole discretion, determines that the breach is curable, then DHS must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if DHS determines, in its sole discretion, that the breach poses a serious and imminent threat to the health and safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2. Termination for Cause

DHS may terminate this Agreement, for cause, by notifying the Contractor in writing, if the Contractor (a) breaches any of its material duties or obligations under this Agreement, or (b) fails to cure a breach within the time period specified in the written notice of breach provided by DHS.

3. Termination for Convenience

DHS may terminate this Agreement for its convenience, in whole or part, if DHS determines that a termination is in DHS's best interest. Reasons for the termination must be left to the sole discretion of DHS and may include, but not necessarily be limited to (a) DHS no longer needs the services or products specified in this Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible, (c) unacceptable prices for additional services or new work requested by DHS, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by DHS. DHS may terminate this Agreement for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination.

4. Termination for Non-Appropriation

a. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable DHS to effect continued payment under this Agreement are not appropriated or otherwise made available, DHS must terminate this Agreement and all affected statements of work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. DHS must

give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if DHS receives notice of the final decision less than 30 days before the funding cutoff).

- b. If funding for this Agreement is reduced by law, or funds to pay Contractor for the agreed-to level of the services or production of deliverables to be provided by Contractor are not appropriated or otherwise unavailable, DHS may, upon 30 days notice to Contractor, reduce the level of the services or change the production of deliverables in the manner and for the periods of time as DHS may elect. The charges payable under this Agreement will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- c. If DHS terminates this Agreement, eliminates certain deliverables, or reduces the level of services to be provided by Contractor under this section, DHS will pay Contractor for all work-in-process performed through the effective date of the termination or reduction in level, as the case may be and as determined by DHS, to the extent funds are available.

5. Termination for Criminal Conviction

DHS may terminate this Agreement immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a state, public or private contract or subcontract.

6. Rights and Obligations upon Termination

- a. If DHS terminates this Agreement for any reason, the Contractor must stop all work as specified in the notice of termination, and take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Agreement.
- b. If DHS terminates this Agreement before its expiration for its own convenience, DHS must pay Contractor for all charges due for services provided before the date of termination and, if applicable, as a separate item of payment under this Agreement, for work in process, on a percentage of completion basis at the level of completion determined by DHS. All completed or partially completed deliverables prepared by Contractor under this Agreement, at the option of DHS, becomes DHS's property, and Contractor is entitled to receive equitable fair compensation for the deliverables. Regardless of the basis for the termination, DHS is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to services not actually performed for DHS.
- c. Upon a good faith termination, DHS may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Agreement, and may further pursue completion of the services/deliverables under this Agreement by replacement contract or otherwise as DHS may in its sole judgment deem expedient.

7. Reservation of Rights

Any termination of this Agreement or any statement of work issued under it by a party must

be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

8. Termination by Contractor

- a. The Contractor may terminate this Agreement upon 30 days written notice to DHS at any time prior to the completion of the Agreement period.
- b. If DHS breaches this Agreement, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide DHS with written notice of the breach and a time period (not less than 30 days) to cure the breach. The notice of breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Agreement if DHS (a) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Agreement, (b) breaches its other obligations under the Agreement to an extent that makes it impossible or commercially impracticable for the Contractor to perform the services, or (c) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under Section III. P. Disputes before it terminates the Agreement.

R. Transition Responsibilities

If DHS terminates this Agreement, for convenience or cause, or if this Agreement is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by DHS to assist in the orderly transition of equipment, services, software, leases, etc. to DHS or a third party designated by DHS. If this Agreement expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time.

The Contractor must work with DHS, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help DHS, or a specified third party, maintain the continuity and consistency of the services required by this Agreement.

The Contractor must deliver to DHS any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by DHS.

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Agreement.

S. Stop Work

1. Stop Work Orders

DHS may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Agreement for a period of up to 90 calendar days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section of the Agreement. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, DHS may either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in Section III. Q. Termination/Cancellation.

2. Cancellation or Expiration of Stop Work Order

If a stop work order issued under this section of the Agreement is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The parties shall agree upon an equitable adjustment in the services to be delivered, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and (b) the Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage, provided that, if DHS decides the facts justify the action, DHS may receive and act upon a Contractor proposal submitted at any time before final payment under the Agreement. Any adjustment must conform to the requirements of Section III. B. Amendment.

T. Closeout Responsibilities

1. Closeout

When this Agreement is concluded or terminated, for any reason, the Contractor shall provide DHS, within 30 days of conclusion or termination, with all financial, performance and other reports required as a condition of this Agreement. DHS shall within the limit of this Agreement reimburse the Contractor for allowable costs not previously reimbursed. The Contractor shall immediately refund to DHS any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

2. Fixed Assets

DHS reserves the right to obtain or transfer title to all fixed assets, real or personal, included in the approved budget of this Agreement, billed in full or in part to DHS by the Contractor. Fixed asset costs billed to DHS shall be limited to straight-line determination or a use charge pre-approved by DHS and shall be used only for the performance of the Agreement unless another use is authorized in writing by DHS.

At least 60 days prior to the end date of this Agreement (which includes cancellation of the Agreement) the Contractor shall report to DHS the book value of all fixed assets and non-consumables purchased with DHS funds and not fully utilized by the end of the Agreement. The Contractor shall request written instructions regarding the disposal of these fixed assets and consumable and/or non-consumable supplies that have been acquired with funds under this Agreement. Any gain on the sale or disposition of fixed assets before completion of this Agreement must be immediately reported and refunded to DHS.

No disposal, sale or transfer of fixed assets purchased under this Agreement in whole or part, may occur without the express written consent of DHS.

3. Continuing Responsibilities

Termination, conclusion, or cancellation of this Agreement shall not be construed as terminating the ongoing responsibilities of the Contractor or rights of DHS contained in Section III, "Examination and Maintenance of Records" and Section III, "Closeout" of this Agreement.

U. Recoupment of Funding and Repayment of Debts.

1. Recoupment of Funding

If the Contractor fails to comply with requirements as set forth in this Agreement, or fails to submit a revised "Actual Expenditure Report" within allotted time frames established by DHS in consultation with the Contractor, DHS may, at its discretion, recoup or require the Contractor to reimburse payments made under this Agreement which DHS has determined

that the Contractor has been overpaid. The Contractor is liable for any cost incurred by DHS in the recoupment of any funding.

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

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

2. Repayment of Debts and Other Amounts due DHS

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

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

Budget Summary - 2014

A. CONTRACT DESCRIPTION

COUNTY : Muskegon CONTRACT NO : PROFC14-61001
 PROVIDER : _____ PA ☒ _____ COM _____
 FISCAL YEAR : 2014 AMENDMENT LINE ITEM TRANSFER

Budget Categories	Current 2014 IV-E Budget	Adjustment To 2014 IV-E Budget	Revised 2014 IV-E Budget	Provider's Total Eligible Budget
1. Personnel	0.00	0.00	0.00	374,107.76
2. Other Direct	0.00	0.00	0.00	133,350.00
3. Central Services	0.00	0.00	0.00	39,700.62
4. TOTAL BUDGET	0.00	0.00	0.00	547,158.38
5. Less: Adjustment to IV-E Amount	0.00	0.00	0.00	0.00
6. NET BUDGET	0.00	0.00	0.00	0.00
7. County Share @ 50.00%	0.00	0.00	0.00	0.00
8. State Share (IV-E) @ 50.00%	0.00	0.00	0.00	0.00

Budget Summary - 2015

A. CONTRACT DESCRIPTION

COUNTY : Muskegon CONTRACT NO : PROFC14-61001
 PROVIDER : _____ PA ☒ COM _____
 FISCAL YEAR : 2015 AMENDMENT LINE ITEM TRANSFER

Budget Categories	Current 2015 IV-E Budget	Adjustment To 2015 IV-E Budget	Revised 2015 IV-E Budget	Provider's Total Eligible Budget
1. Personnel	228,671.45	0.00	0.00	644,952.83
2. Other Direct	102,252.78	0.00	0.00	133,350.00
3. Central Services	30,442.44	0.00	0.00	39,700.62
4. TOTAL BUDGET	361,366.67	0.00	0.00	818,003.45
5. Less: Adjustment to IV-E Amount	0.00	0.00	0.00	0.00
6. NET BUDGET	361,367.00	0.00	0.00	0.00
7. County Share @ 50.00%	180,683.50	0.00	0.00	0.00
8. State Share (IV-E) @ 50.00%	180,683.50	0.00	0.00	0.00

AGREEMENT NUMBER: PROF14-610011

AMENDMENT NUMBER: 1

Between

THE STATE OF MICHIGAN

DEPARTMENT OF HUMAN SERVICES

And

CONTRACTOR	County of Muskegon County Treasurer - Prosecuting Attorney
CONTRACTOR ADDRESS	990 Terrace Street, County Building 5th Floor Muskegon, MI 49442 3395
CONTRACTOR EMAIL	hillsonga@co.muskegon.mi.us

CONTRACT ADMINISTRATOR	EMAIL
Lewis Roubal	RoubalL@michigan.gov

AGREEMENT SUMMARY			
SERVICE DESCRIPTION	Legal Representation		
GEOGRAPHIC AREA	Muskegon		
INITIAL EFFECTIVE DATE	08/25/2015	CURRENT EXPIRATION DATE	09/30/2015
CURRENT AGREEMENT VALUE	\$180,683.50		
CONTRACT TYPE	Actual Cost		

AMENDMENT DESCRIPTION			
EXTEND EXPIRATION DATE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NEW EXPIRATION DATE	09/30/2016
AMENDMENT AMOUNT	\$168,809.00	<input checked="" type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE	
ESTIMATED REVISED AGGREGATE AGREEMENT VALUE	\$349,492.50		
NATURE OF CHANGE	Contract date extension and budget for FY 2016		

The undersigned have the lawful authority to bind the Contractor and DHS to the terms set forth in this Agreement.

FOR THE CONTRACTOR:

County of Muskegon County Treasurer

DJ Hillson

Signature of Director or Authorized Designee

07/14/2015

Date

FOR THE STATE:

DEPARTMENT OF HUMAN SERVICES

Steve Yager

Signature of Director or Authorized Designee

08/25/2015

Date

Agreement Number : PROFC14-610011

Amendment Number : 1

1st Year Amount : \$0.00

2nd Year Amount : \$180,683.50

3rd Year Amount : \$168,809.00

Total Contract Amount : \$349,492.50

Check all contract years affected by this amendment: ☐ Year 1 ☐ Year 2 ☒ Year 3
☐ Year 4 ☐ Year 5 ☐ Year 6

STATE OF MICHIGAN
DEPARTMENT OF HUMAN SERVICES

WHEREAS, the Department of Human Services of the state of Michigan (hereinafter referred to as "DHS") entered into a contractual Agreement effective August 25, 2015, with County of Muskegon County Treasurer - Prosecuting Attorney (hereinafter referred to as "Contractor"), having a mailing address of 990 Terrace Street, County Building 5th Floor Muskegon, MI 49442 3395, for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to DHS and to the Contractor to amend the aforesaid Agreement.

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

Article I

This amendment shall be effective on the date of DHS signature or October 1, 2015 whichever is later.

Article II

DHS will exercise the first of one-year options to extend. Therefore, the end date of the Agreement shall be changed from 09/30/2015 to 09/30/2016.

Article III

The maximum dollar amount of the Agreement shall be increased by \$168,809.00 from \$180,683.50 to \$349,492.50 for the period October 1, 2015, through September 30, 2016.

<u>Agreement Period</u>	<u>Amount</u>
October 1, 2015 through September 30, 2016	\$168,809.00

Payment shall be made in accordance with the attached budget.

Budget Summary - 2014

A. CONTRACT DESCRIPTION

COUNTY : Muskegon CONTRACT NO : PROFC14-61001
 PROVIDER : _____ PA ☒ COM _____
 FISCAL YEAR : 2014 AMENDMENT ☒ LINE ITEM TRANSFER _____

Budget Categories	Current 2014 IV-E Budget	Adjustment To 2014 IV-E Budget	Revised 2014 IV-E Budget	Provider's Total Eligible Budget
1. Personnel	0.00	0.00	0.00	374,107.76
2. Other Direct	0.00	0.00	0.00	133,350.00
3. Central Services	0.00	0.00	0.00	39,700.62
4. TOTAL BUDGET	0.00	0.00	0.00	547,158.38
5. Less: Adjustment to IV-E Amount	0.00	0.00	0.00	0.00
6. NET BUDGET	0.00	0.00	0.00	0.00
7. County Share @ 50.00%	0.00	0.00	0.00	0.00
8. State Share (IV-E) @ 50.00%	0.00	0.00	0.00	0.00

Budget Summary - 2015

A. CONTRACT DESCRIPTION

COUNTY : Muskegon CONTRACT NO : PROFC14-61001
 PROVIDER : _____ PA ☒ COM _____
 FISCAL YEAR : 2015 AMENDMENT ☒ LINE ITEM TRANSFER _____

Budget Categories	Current 2015 IV-E Budget	Adjustment To 2015 IV-E Budget	Revised 2015 IV-E Budget	Provider's Total Eligible Budget
1. Personnel	228,671.45	0.00	228,671.45	644,952.83
2. Other Direct	102,252.78	0.00	102,252.78	133,350.00
3. Central Services	30,442.44	0.00	30,442.44	39,700.62
4. TOTAL BUDGET	361,366.67	0.00	361,366.67	818,003.45
5. Less: Adjustment to IV-E Amount	0.00	0.00	0.00	0.00
6. NET BUDGET	361,367.00	0.00	361,367.00	0.00
7. County Share @ 50.00%	180,683.50	0.00	180,683.50	0.00
8. State Share (IV-E) @ 50.00%	180,683.50	0.00	180,683.50	0.00

Budget Summary - 2016

A. CONTRACT DESCRIPTION

COUNTY : Muskegon CONTRACT NO : PROFC14-610011
 PROVIDER : _____ PA ☒ COM _____
 FISCAL YEAR : 2016 AMENDMENT 0 LINE ITEM TRANSFER _____

Budget Categories	Current 2016 IV-E Budget	Adjustment To 2016 IV-E Budget	Revised 2016 IV-E Budget	Provider's Total Eligible Budget
1. Personnel	0.00	270,877.63	270,877.63	710,857.62
2. Other Direct	0.00	40,395.49	40,395.49	90,350.00
3. Central Services	0.00	26,344.47	26,344.47	58,923.00
4. TOTAL BUDGET	0.00	337,617.59	337,617.59	860,130.62
5. Less: Adjustment to IV-E Amount	0.00	0.00	0.00	0.00
6. NET BUDGET	0.00	337,618.00	337,618.00	0.00
7. County Share @ 50.00%	0.00	168,809.00	168,809.00	0.00
8. State Share (IV-E) @ 50.00%	0.00	168,809.00	168,809.00	0.00

Budget Abstract Summary

Description	2014	2015	2016	Total
1. Personnel	0.00	228,671.45	270,877.63	499,549.08
2. Other Direct	0.00	102,252.78	40,395.49	142,648.27
3. Central Services	0.00	30,442.44	26,344.47	56,786.91
4. TOTAL BUDGET	0.00	361,366.67	337,617.59	698,984.26
5. Less: Adjustment to IV-E Amount	0.00	0.00	0.00	0.00
6. NET BUDGET	0.00	361,367.00	337,618.00	698,985.00
7. County Share @ 50.00%	0.00	180,683.50	168,809.00	349,492.50
8. State Share (IV-E) @ 50.00%	0.00	180,683.50	168,809.00	349,492.50