

Agenda
Finance and Administration Committee
West Olive Administration Building – Conference Room F
12220 Fillmore, West Olive, MI 49460
Tuesday, May 15, 2018
9:30 am

Public Comment:

Consent Items:

1. Approval of the Agenda
2. [Approval of Minutes from the April 17, 2018 Finance and Administration Committee Meeting.](#)

Action Items:

1. [2018 Budget Adjustments](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the 2018 budget adjustments per the attached schedule.
2. [Statement of Review](#)
Suggested Motion:
To approve the Statement of Review for the month of April 2018.
3. [Quarterly Financial Status Report](#)
Suggested Motion:
To receive for information the Financial Statements for General Fund, Mental Health and a summary of the Special Revenue funds for the second quarter of 2018 ending March 31, 2018.
4. [Resolution of Intent to Increase the 2018 Millage Rate for County Operations, E-911, Parks, Road Commission, and CMH](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution of Intent to increase the 2018 Millage Rate for County Operations of XX mills, E-911 of XX mills, Parks of XX mills, Road Commission of XX mills, and CMH of XX mills.
5. [Grand Haven/Spring Lake Sewer Authority Wastewater Treatment and Collection System 2018 Improvements](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Resolution authorizing the County of Ottawa to issue Act 342 Bonds, in the not-to-exceed amount of \$13,445,000.00 to improve the Grand Haven/Spring Lake Wastewater Treatment and Collection System.

6. [Electronic Health Record System Contract with Patagonia Health](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the contract with Patagonia Health to provide an Electronic Health Record System for the Ottawa County Department of Public Health at a cost not to exceed \$236,300.00 for the first year and \$49,200.00 for each year thereafter, pending legal review.
7. [Pathways to Better Health HUB Clearinghouse Services Contract with Care Coordination System](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the contract with Care Coordination System to provide Pathways to Better Health HUB Clearinghouse Services for the Ottawa County Department of Public Health at a cost not to exceed \$37,400.00 for the first year and \$22,400 in each year thereafter, pending legal review.
8. [FY2019 Michigan Department of Corrections Plan and Application](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the FY2019 Michigan Department of Corrections Plan and Application.
9. [Agreement for Property Assessment Administration Services with Blendon Township](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Agreement for Property Assessment Administration Services with Blendon Township.
10. [Equalization Personnel Request](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the request from Equalization to add one (1) 1.0 FTE (Group T, T-11) Appraiser I at a cost of \$71,267.41.
11. [58th District Court Personnel Request](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the request from 58th District Court to add one (1) 1.0 FTE (District Court, DC-3) District Court Clerk I at a cost of \$61,541.94.

Discussion Items:

1. [Treasurer's Financial Month End Update](#); Brad Slagh

Adjournment

Comments on the day's business are to be limited to three (3) minutes.

FINANCE AND ADMINISTRATION COMMITTEE

Proposed Minutes

DATE: April 17, 2018

TIME: 9:30 a.m.

PLACE: Fillmore Street Complex

PRESENT: Philip Kuyers, Joseph Baumann, Matthew Fenske, Roger Bergman, Donald Disselkoen

STAFF & GUESTS: Alan Vanderberg, Administrator; Bradley Slagh, County Treasurer; Sherri Sayles, Chief Deputy Clerk; Karen Karasinski, Fiscal Services Director; Peter Haefner, Vredevelde Haefner LLC; Michael Galligan, Equalization Director; Brian Busscher, Deputy Equalization Director; David Hulst, IT Director; Myra Ocasio, Fiscal Services, Shannon Felgner, Administrator's Office

SUBJECT: CONSENT ITEMS

FC 18-022 Motion: To approve the agenda of today as presented and to approve the minutes from the March 20, 2018 meeting as presented.

Moved by: Roger Bergman

UNANIMOUS

SUBJECT: 2018 BUDGET ADJUSTMENTS

FC 18-023 Motion: To approve and forward to the Board of Commissioners the 2018 budget adjustments per the attached schedule.

Moved by: Roger Bergman

UNANIMOUS

SUBJECT: STATEMENT OF REVIEW

FC 18-024 Motion: To approve the Statement of Review for the month of March 2018.

Moved by: Matthew Fenske

UNANIMOUS

SUBJECT: EQUALIZATION REPORT

FC 18-025 Motion: To receive for information and forward to the Board of Commissioners the 2018 Equalization Report.

Moved by: Roger Bergman

UNANIMOUS

SUBJECT: COUNTY OF OTTAWA FINANCIAL REPORT – VREDEVELD HAEFNER LLC

FC 18-026 Motion: To receive for information and forward to the Board of Commissioners the Comprehensive Annual Financial Report (CAFR) of the County of Ottawa for the Year Ended September 30, 2017.

Moved by: Matthew Fenske

UNANIMOUS

SUBJECT: LOCAL GOVERNMENT RETIREMENT SYSTEM ANNUAL REPORT
(FORM 5572)

FC 18-027 Motion: To receive for information and forward to the Board of Commissioners the Local Government Retirement System Annual Report as requested by Public Act 202 of 2017.

Moved by: Joseph Baumann

UNANIMOUS

SUBJECT: GRANICUS COMMUNICATIONS CLOUD CONTRACT RENEWAL

FC 18-028 Motion: To approve and forward to the Board of Commissioners a one year agreement and contract renewal with Granicus (formerly GovDelivery) to provide digital communications services at the rate of \$30,660.00.

Moved by: Roger Bergman

UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Treasurer's Financial Month & Quarterly End Update – The Treasurer's Financial Month & Quarter End update was presented by Bradley Slagh. He states only three banks responded to the RFP for Lead Bank Services.

SUBJECT: ADJOURNMENT

The meeting adjourned at 10:48 a.m.

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/15/2018

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: 2018 Budget Adjustments

Suggested Motion:

To approve and forward to the Board of Commissioners the 2018 budget adjustments per the attached schedule.

Summary of Request:

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan G. Vandenberg*

Committee/Governing/Advisory Board Approval Date:

BA Number	Fund	Department	Explanation	Revenue	Expense
8-124	Compensated Absences	Compensated Absences	Changed General Ledger Account Structure	\$ (54,000)	
8-124	Compensated Absences	Compensated Absences	Changed General Ledger Account Structure	\$ 54,000	
8-169	General Fund	Administrator	Legal Fees - Consumer Energy Appeal		\$ 45,000
8-169	General Fund	Contingency	Legal Fees - Consumer Energy Appeal		\$ (45,000)
7-456	Other Gov Grants	Substance Abuse & MH Admin	Adjust Grant	\$ 76,103	\$ 76,103
7-661	Other Gov Grants	Adult Drug Treatment Court	Adjust Grant	\$ (56,472)	\$ (56,279)
6-760	Substance Use Disorder	Lakeshore Regional Entity	Adjust Grant	\$ (2,563)	\$ (3,053)
7-859	General Fund	Survey & Remonument	Correct Budget	\$ 11,119	\$ 11,119
7-919	Other Gov Grants	Adult Drug Treatment Court	Adjust Grant	\$ 3,000	\$ 3,529
7-966	General Fund	Sheriff	Salvage Work Agreement	\$ 9,330	\$ 9,330
7-967	General Fund	Sheriff	Unclaimed Funds	\$ 1,745	\$ 1,745
7-979	Health	Ebola Virus	Grant Ending	\$ (11,051)	\$ (11,051)
7-1041	General Fund	Treasurer	Move Salary Reimbursement	\$ (94,195)	
7-1041	General Fund	Probate Court	Move Salary Reimbursement	\$ 94,195	

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/15/2018

Requesting Department: Human Resources

Submitted By: Misty Cunningham

Agenda Item: Statement of Review

Suggested Motion:

To approve the Statement of Review for the month of April 2018.

Summary of Request:

Mileage payments to Commissioners per the Commissioners Mileage Policy.

Financial Information:

Total Cost: \$1,486.78	General Fund Cost: \$1,486.78	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan G. Vandenberg*

Committee/Governing/Advisory Board Approval Date:

Commissioner Mileage Voucher

To: Donald Disselkoen **Date:** 4/30/18

Address: 300 Farington Blvd., Condo #2 **Dept:** 10101010 860000 (unless otherwise noted)

City: Holland

State: MI

Zip: 49423

Date	Description	Mileage	Rate	Amount
4/2/18	City Hall w/ Frank G. and Jim Story	6.00	0.545	\$ 3.27
4/6/18	Agricultural Technology Incubator	23.00	0.545	\$ 12.54
4/10/18	Board of Commissioners Meeting	23.00	0.545	\$ 12.54
4/11/18	MDOT Asset Management Council	0.00	0.545	\$ 0.00
4/12/18	Planning and Policy Committee Meeting	23.00	0.545	\$ 12.54
4/16/18	Lakeshore Regional Partners	0.00	0.545	\$ 0.00
4/17/18	Finance and Administration Committee Meeting	23.00	0.545	\$ 12.54
4/18/18	C of C Minority Lunch	6.00	0.545	\$ 3.27
4/19/18	Lakeshore Regional Partners -Allegan-	0.00	0.545	\$ 0.00
4/23/18	CMH Board 50%-64955020 860000 - 50%-64955029 860000	6.00	0.545	\$ 3.27
4/24/18	Board of Commissioners Meeting	23.00	0.545	\$ 12.54
4/27/18	MAC – Steering -Trans.-	178.00	0.545	\$ 97.01
	Pick from List or Start Typing		0.545	\$ 0.00
	Pick from List or Start Typing		0.545	\$ 0.00
	Pick from List or Start Typing		0.545	\$ 0.00
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	Pick from List or Start Typing		0.545	\$ 0.00
	Pick from List or Start Typing		0.545	\$ 0.00
	Pick from List or Start Typing		0.545	\$ 0.00
	Pick from List or Start Typing		0.545	\$ 0.00

Total Mileage: 311.00 \$ 169.50

Commissioner Mileage Voucher

To: Matthew R. Fenske Date: April 30 2018

Address: 2077 Luce St SW Dept: 10101010 860000 (Unless otherwise noted)

City: Grand Rapids

State: Michigan

Zip: 49534

Date	Description	Miles	Current Rate	Amount
April 4 2018	Parks and Recreation Commission 20817510 860000	32.00	\$0.545	\$17.44
April 9 2018	Paul S Interview Ag Canndidate Sue Straw	24.00	\$0.545	\$13.08
April 10 2018	Board of Commissioners Meeting	32.00	\$0.545	\$17.44
April 10 2018	Tallmadge Township Board Mtg	6.00	\$0.545	\$3.27
April 11 2018	Ag Board Mtg/Health and Human Services Committee	32.00	\$0.545	\$17.44
April 11 2018	MSU Coop ExtentionMtg/Kelloogg Biol St Gull Lake	135.00	\$0.545	\$73.58
April 11 2018	Wright Township Board Mtg	17.00	\$0.545	\$9.27
April 12 2018	Filmore/Road Commission Mtg Rosey Mound	50.00	\$0.545	\$27.25
April 17 2018	Finance and Administration Committee Meeting	32.00	\$0.545	\$17.44
April 17 2018	Ag Preservation Bd Interviews/Parks Planning Committee Mtg	32.00	\$0.545	\$17.44
April 18 2018	Minority Business Award Luncheon	58.00	\$0.545	\$31.61
April 23 2018	CMH Board 50%-64955020 860000 - 50%-64955029 860000	57.00	\$0.545	\$31.07
April 24 2018	Community Corrections Advisory Board	32.00	\$0.545	\$17.44
April 24 2018	Board of Commissioners Meeting	32.00	\$0.545	\$17.44
April 25 2018	Richard Sheridan Dinner Presentation	32.00	\$0.545	\$17.44
April 26 2018	Innovation and Technolgy Forum	32.00	\$0.545	\$17.44
	Pick From List		\$0.545	\$0.00
	Pick From List		\$0.545	\$0.00
	Pick From List		\$0.545	\$0.00
	Pick From List		\$0.545	\$0.00
	Pick From List		\$0.545	\$0.00
	Pick From List		\$0.545	\$0.00
Total Mileage:		635.00	\$0.545	\$346.08

Commissioner Mileage Voucher

To: Mike P. Haverdink

Date:

May 8 2018

Address: 7990 Summerwood Court

Dept:

10101010 860000 (Unless otherwise noted)

City: Hudsonville

State: Michigan

Zip: 49426

Date	Description	Miles	Current Rate	Amount
January 2 2018	Board of Commissioners Meeting	20.00	\$0.545	\$10.90
January 8 2018	airport authority	44.00	\$0.545	\$23.98
January 9 2018	Board of Commissioners Meeting	20.00	\$0.545	\$10.90
January 11 2018	Planning and Policy Committee Meeting	20.00	\$0.545	\$10.90
February 8 2018	Planning and Policy Committee Meeting	20.00	\$0.545	\$10.90
February 13 2018	Board of Commissioners Meeting	20.00	\$0.545	\$10.90
February 15 2018	ocdda	20.00	\$0.545	\$10.90
February 12 2018	airport authority	44.00	\$0.545	\$23.98
February 27 2018	Board of Commissioners Meeting	20.00	\$0.545	\$10.90
March 15 2018	T&R board interviews	20.00	\$0.545	\$10.90
March 29 2018	Board of Commissioners Work Session	20.00	\$0.545	\$10.90
April 10 2018	Board of Commissioners Meeting	20.00	\$0.545	\$10.90
April 12 2018	Ottawa County Central Dispatch Authority Policy Board	20.00	\$0.545	\$10.90
April 24 2018	Board of Commissioners Meeting	20.00	\$0.545	\$10.90
	Pick From List		\$0.545	\$0.00
	Pick From List		\$0.545	\$0.00
	Pick From List		\$0.545	\$0.00
	Pick From List		\$0.545	\$0.00
	Pick From List		\$0.545	\$0.00
	Pick From List		\$0.545	\$0.00
	Pick From List		\$0.545	\$0.00
	Pick From List		\$0.545	\$0.00
Total Mileage:		328.00	\$0.545	\$178.76

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/15/2018

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Quarterly Financial Status Report

Suggested Motion:

To receive for information the Financial Statements for General Fund, Mental Health and a summary of the Special Revenue funds for the second quarter of 2018 ending March 31, 2018.

Summary of Request:

The reports are distributed in department level detail for the quarterly revenue and expenditure budgets and actual activity. The activity is summarized at the end of each report to reflect the total revenues, total expenditures, and fund balance.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan G. Vandenberg*

Committee/Governing/Advisory Board Approval Date:



Ottawa County
Where You Belong[®]

Karen Karasinski
Fiscal Services Director

Sharla Seath
Fiscal Services Assistant Director

Fiscal Services Department
12220 Fillmore Street
West Olive, MI 49460

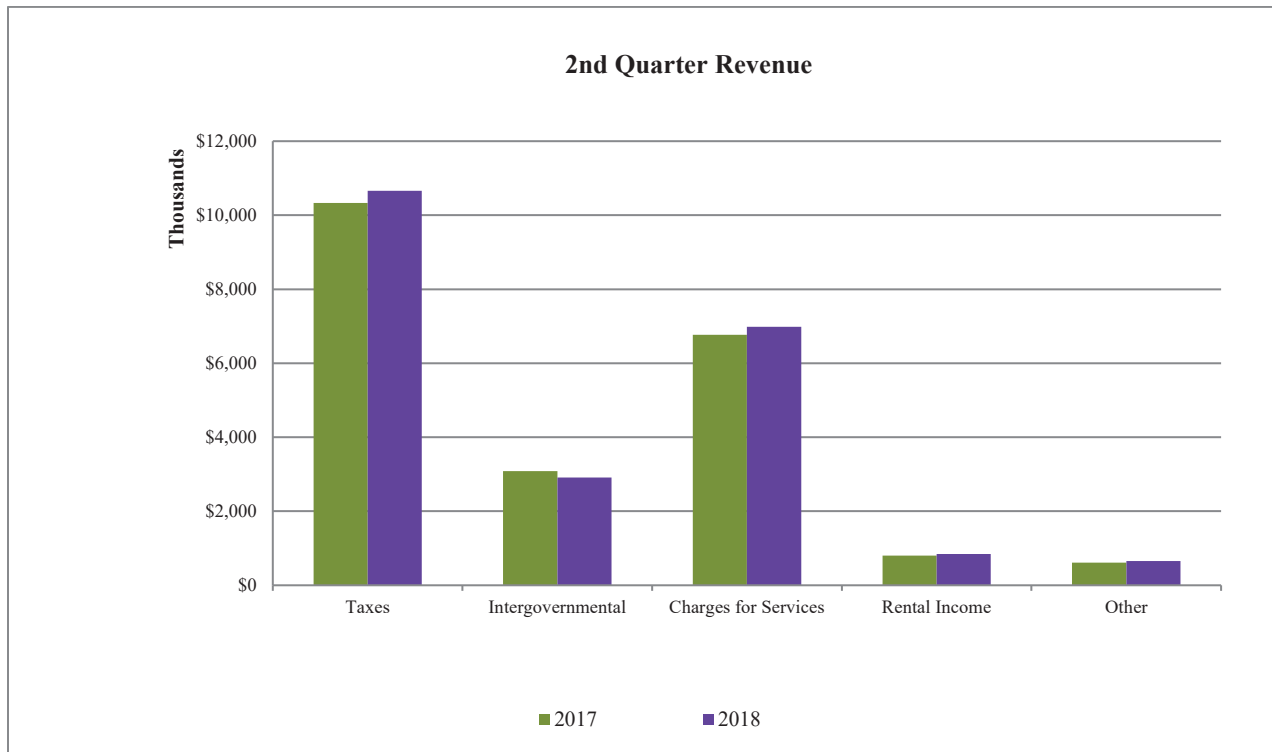
West Olive (616) 738-4847
Fax (616) 738-4098
e-mail: kkarasinski@miottawa.org
sseath@miottawa.org

TO: Finance and Administration Committee
FROM: Karen Karasinski, Fiscal Services Director
SUBJECT: Quarterly Financial Status Report
DATE: May 15, 2018

Accompanying this memorandum are the quarterly reports for the General Fund and Mental Health Fund in detail along with the high level summary of the remainder of the Board appropriated funds. This memorandum is an overview of the major funds for the second quarter of Fiscal Year 2018 ending March 31, 2018 and is intended to highlight significant trends, activities, and last year comparisons with the detailed reports attached as reference.

General Fund 2nd Quarter 2018, Period Ending March 31, 2018

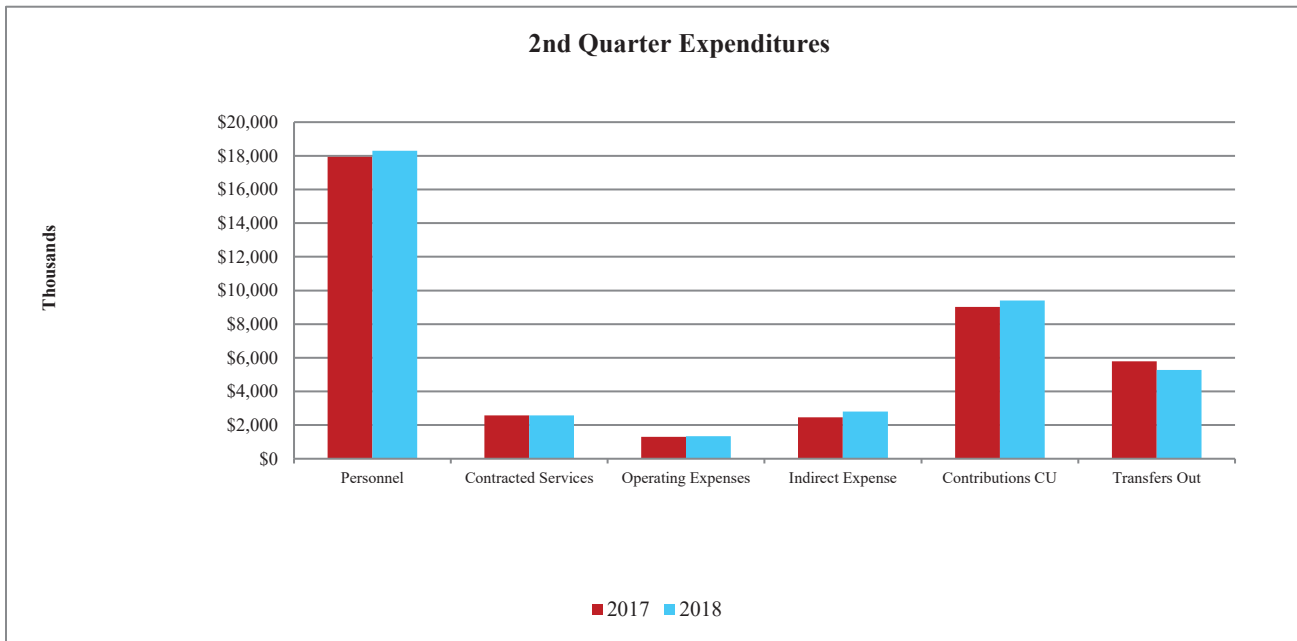
Period ending revenues and expenditures are on track with the budget throughout the General Fund.



REVENUE

- Property Taxes for County operating purposes are billed and generally received in July, August and September. The revenue for the pass-thru levy for the Road Commission and Central Dispatch are billed in December, and generally received in December, January, and February. During the quarter ended December 31, 2017, the tax revenue received was for Road Commission and Central Dispatch.
- The decrease in intergovernmental revenue from 2017 to 2018 is related to the timing of the payments made to the County by the State for Water Resource Study managed by Planning & Performance Improvement Department. The State had made all of the payments for 2017 by 3/31/17, but the County did not receive the payments for 2018 until April 2018.
- Charges for Services are trending an increase, which was anticipated in the budget and is currently on track with the budget at 49% for the second quarter.
- The Other Revenue category shows an increase from last year based on an increase in interest on investments received thus far in 2018 compared to last year at this time.

EXPENDITURES



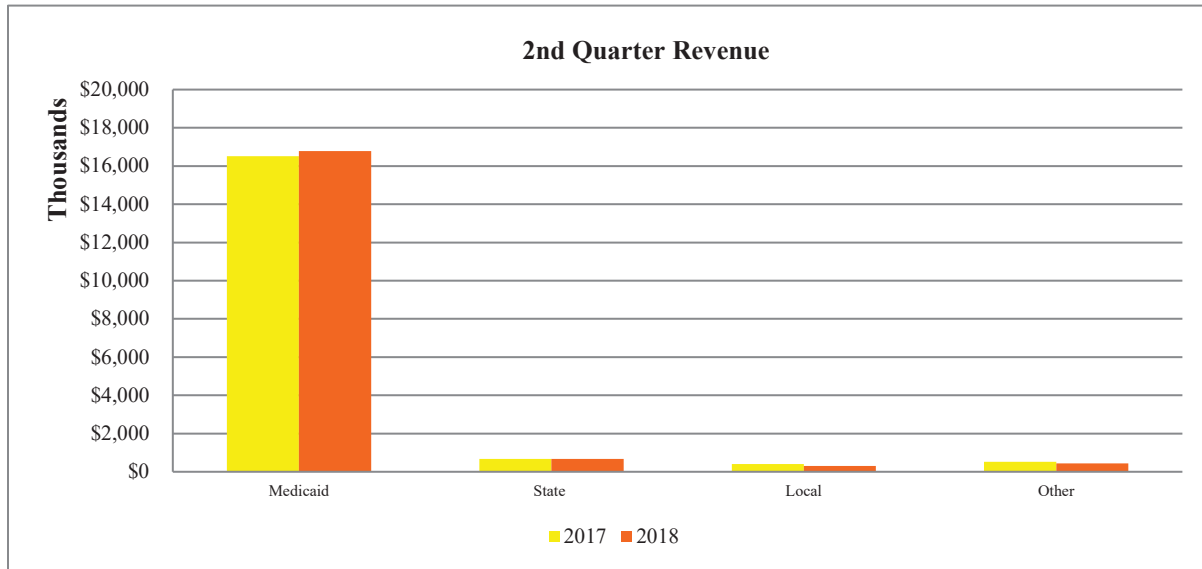
- Personnel services expenditures are consistent with the budget. They show an expected increase from 2017 to 2018 from anticipated salary and benefit increases.
- All of the other expenditure categories are trending consistently with 2017 as well as are under budget for 2018. Indirect Expense, which is compiled of the charge back costs for the County's Cost Allocation Plan and the I/T Cost plan, is one category showing a slight increase from 2017 as anticipated from the increase as stated in the plan documents. This increase was budgeted in 2018, so the actual expenditure is right in line with budget for the second quarter of the year.

Mental Health Fund

2nd Quarter 2018, Period Ending March 31, 2018

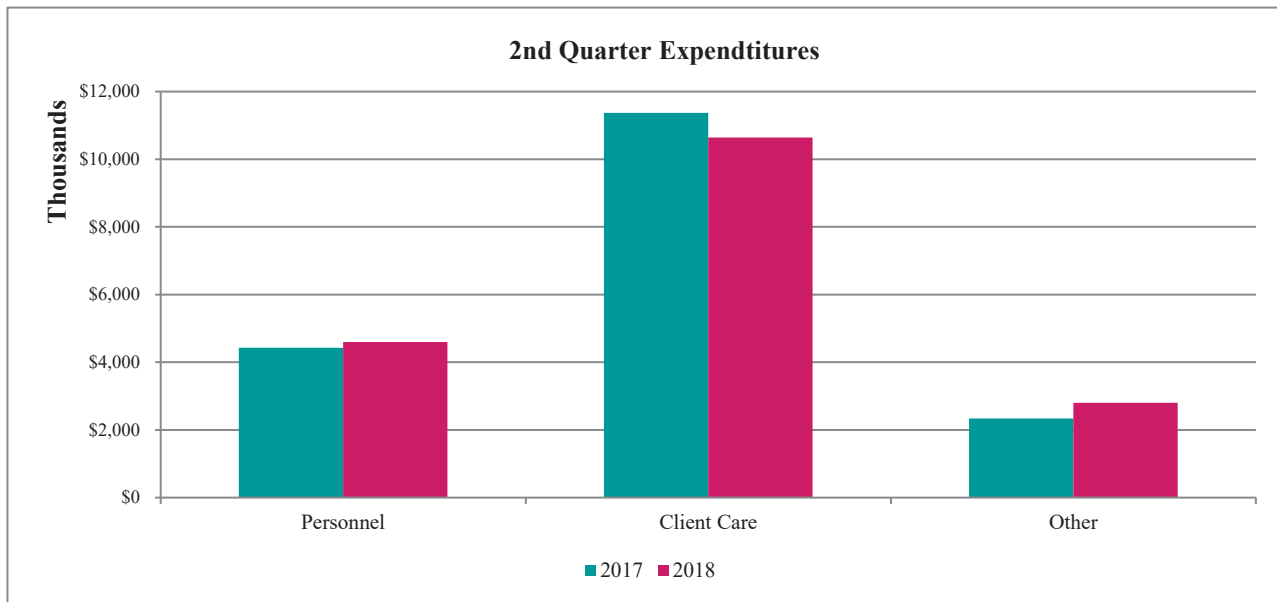
Mental Health revenues and expenditures are generally within budgeted projections at this point in time.

REVENUE



- Medicaid funding is already displaying the decline that Mental Health was anticipating for the 2018 Fiscal Year

EXPENDITURES



- Personnel costs are slightly higher from last year, mainly from the increases in benefit costs, but are below the current budget from continued vacancies.
- Client care costs have decreased in 2018 in response to available funding. To balance their budget, CMH is decreasing the funding that is available to the public to reflect this loss.
- All other costs include the general cost of providing services which included office supplies, postage, telephone, rent, and insurance. At the end of the second quarter they are slightly higher than 2017, but right in budget at 51.9% of spending.

**GENERAL FUND (1010) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

2nd Quarter ending March 31, 2018 and For the Year Ending September 30, 2018
(with comparative actual amounts through March 31, 2017 & Annual 2017)

	2018					2017 Total at	2017
	Original Budget	Amended Budget	Actual	Actual as a % of Budget	Variance	3/31/2017	Actual
Revenues:							
Taxes	\$51,004,136	\$51,004,136	\$10,662,495	20.9%	(40,341,641)	\$10,331,592	49,484,198
Intergovernmental	8,501,555	8,486,555	2,909,258	34.3%	(5,577,297)	3,085,137	8,267,220
Charges for services	14,389,390	14,389,390	6,982,813	48.5%	(7,406,577)	6,766,082	14,669,953
Fines and forfeits	90,600	90,600	63,654	70.3%	(26,947)	37,493	72,511
Interest on investments	309,400	309,400	128,977	41.7%	(180,423)	51,731	311,408
Licenses and permits	338,300	338,300	163,179	48.2%	(175,121)	164,392	386,060
Rental income	2,022,271	2,022,271	844,339	41.8%	(1,177,932)	804,602	2,098,049
Other	716,584	745,914	295,339	39.6%	(450,575)	360,613	801,072
Transfers In from Other Funds	2,652,217	2,653,217	-	0.0%	(2,653,217)	-	1,347,599
Total revenues	80,024,453	80,039,783	22,050,053	27.5%	(57,989,730)	21,601,641	77,438,070
Expenditures by Function:							
Legislative (Commissioners)	536,416	536,416	245,366	45.7%	291,050	227,931	478,223
Judicial:							
20th Circuit Court	3,304,028	3,293,033	1,579,720	48.0%	1,713,313	1,468,947	3,139,638
58th District Court	8,440,549	8,395,676	4,007,467	47.7%	4,388,209	3,834,774	8,153,138
Probate Court	928,587	924,036	399,337	43.2%	524,699	398,117	847,471
Juvenile Services Division	1,118,194	1,111,835	520,951	46.9%	590,884	506,474	1,061,121
Circuit Court Adult Probation	146,111	146,111	73,599	50.4%	72,512	77,029	153,311
All other judicial	49,732	56,032	16,767	29.9%	39,265	11,540	26,428
	13,987,201	13,926,723	6,597,841	47.4%	7,328,882	6,296,881	13,381,106
General Government:							
Administrator	995,038	1,095,641	515,329	47.0%	580,312	490,142	941,025
Fiscal Services	1,672,116	1,643,718	684,002	41.6%	959,716	669,510	1,401,599
County Clerk	2,341,819	2,321,656	1,017,004	43.8%	1,304,652	1,027,327	2,125,808
Prosecuting Attorney	3,996,864	3,970,560	1,865,333	47.0%	2,105,227	1,849,675	3,744,767
County Treasurer	888,984	886,289	401,917	45.3%	484,372	384,308	842,495
Equalization	1,334,202	1,322,967	641,836	48.5%	681,131	600,619	1,269,223

**GENERAL FUND (1010) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

2nd Quarter ending March 31, 2018 and For the Year Ending September 30, 2018
(with comparative actual amounts through March 31, 2017 & Annual 2017)

	2018					2017 Total at	2017
	Original Budget	Amended Budget	Actual	Actual as a % of Budget	Variance	3/31/2017	Actual
General Government continued:							
Geographic Information Systems	519,605	518,366	241,001	46.5%	277,365	186,668	417,196
MSU Extension	362,159	361,191	173,359	48.0%	187,832	171,749	347,065
Facilities Maintenance	4,365,101	4,368,607	1,808,505	41.4%	2,560,103	1,634,582	3,978,327
Corporate Counsel	248,313	246,849	34,822	14.1%	212,027	117,778	264,823
Register of Deeds	668,832	661,637	278,724	42.1%	382,913	295,359	603,588
Human Resources	998,614	990,902	408,944	41.3%	581,958	405,856	761,073
Water Resources Commissioner	936,218	928,688	465,309	50.1%	463,379	436,875	883,893
All other general government	120,186	120,150	35,738	29.7%	84,412	67,140	102,705
	<u>19,448,051</u>	<u>19,437,221</u>	<u>8,571,823</u>	<u>44.1%</u>	<u>10,865,398</u>	<u>8,337,589</u>	<u>17,683,586</u>
Public Safety:							
Sheriff	11,051,149	11,004,030	5,325,844	48.4%	5,678,186	5,141,294	10,704,163
Central Dispatch	4,554,547	4,554,547	4,390,075	96.4%	164,472	4,221,577	4,535,358
Jail	10,291,907	10,330,539	5,013,501	48.5%	5,317,038	4,675,186	9,924,048
All other public safety	2,018,515	2,006,981	735,028	36.6%	1,271,953	812,907	1,787,696
	<u>27,916,118</u>	<u>27,896,097</u>	<u>15,464,449</u>	<u>55.4%</u>	<u>12,431,648</u>	<u>14,850,964</u>	<u>26,951,264</u>
Public Works							
Public Works (drain assessments)	207,100	207,100	28,610	13.8%	178,490	19,554	158,641
Road Commission	5,207,055	5,207,055	5,003,347	96.1%	203,708	4,792,051	5,194,109
Health & Welfare							
Substance Abuse	544,580	544,580	0	0.0%	544,580	0	511,371
All other health & welfare	547,348	547,373	186,140	34.0%	361,233	149,702	458,527
Community & Economic Development	1,505,517	1,497,420	569,887	38.1%	927,533	719,679	1,217,993
Other Expenditures	528,387	410,779	63,558	15.5%	347,221	62,191	124,382
Transfers Out to Other Funds	10,848,793	10,703,423	5,279,030	49.3%	5,424,393	5,786,508	10,524,879
Total General Fund Expenditures	<u>81,276,566</u>	<u>80,914,188</u>	<u>42,010,051</u>	<u>51.9%</u>	<u>38,904,137</u>	<u>41,243,051</u>	<u>76,684,082</u>
Net change in fund balance	(1,252,113)	(874,405)	(19,959,998)		(19,085,593)	(19,641,410)	753,988
Fund balance, beginning of year	26,461,672	26,461,672	26,461,672		0	25,707,684	25,707,684
Fund balance, end of year	<u>25,209,559</u>	<u>25,587,268</u>	<u>6,501,674</u>		<u>(19,085,593)</u>	<u>6,066,274</u>	<u>26,461,672</u>

**MENTAL HEALTH (2220) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

2nd Quarter ending March 31, 2018 and For the Year Ending September 30, 2018
(with comparative actual amounts through March 31, 2017 & Annual 2017)

	2018					2017 Through 3/31/2017	2017 Actual
	Original Budget	Amended Budget	Actual	Actual as a % of Budget	Variance		
Revenues:							
Intergovernmental	\$35,286,658	\$35,362,985	\$17,798,975	50.3%	(\$17,564,010)	\$17,558,504	\$35,165,615
Charges for services	94,955	94,955	131,158	138.1%	36,203	170,456	215,922
Interest on investments	-	-	1,575	N/A	1,575	(568)	(1,961)
Other	66,873	66,873	34,832	52.1%	(32,041)	48,906	174,656
Transfers In from Other Funds	2,123,950	2,123,950	238,250	11.2%	(1,885,700)	348,629	776,521
Total revenues	<u>\$37,572,436</u>	<u>\$37,648,763</u>	<u>\$18,204,791</u>	<u>48.4%</u>	<u>(\$19,443,972)</u>	<u>\$18,125,927</u>	<u>\$36,330,752</u>
Expenditures:							
Salaries	\$6,245,215	\$6,245,215	\$2,907,056	46.5%	\$3,338,159	\$2,850,594	\$5,907,136
Benefits	3,517,891	3,517,891	1,690,476	48.1%	1,827,415	1,579,695	3,204,315
Supplies	151,005	154,405	82,719	53.6%	71,686	83,887	139,071
Contracted Services	25,318,059	25,355,443	12,209,293	48.2%	13,146,150	12,415,315	24,745,588
Operating Expense	1,016,167	1,051,710	498,931	47.4%	552,779	551,013	1,097,267
Maintenance & Repair	37,410	37,410	9,304	24.9%	28,106	12,203	26,523
Utilities	98,100	98,100	44,332	45.2%	53,768	49,726	101,398
Insurance	272,062	272,062	135,439	49.8%	136,623	113,475	234,567
Indirect Expense	916,527	916,527	468,416	51.1%	448,111	489,540	848,750
Total Expenditures	<u>\$37,572,436</u>	<u>\$37,648,763</u>	<u>\$18,045,966</u>	<u>47.9%</u>	<u>\$19,602,797</u>	<u>\$18,145,449</u>	<u>\$36,304,616</u>
Net change in fund balance	0	0	158,825		158,825	(19,522)	26,136
Fund balance, beginning of year	646,446	646,446	646,446		0	620,310	620,310
Fund balance, end of year	<u>\$646,446</u>	<u>\$646,446</u>	<u>\$805,271</u>		<u>\$158,825</u>	<u>\$600,788</u>	<u>\$646,446</u>

COUNTY OF OTTAWA
Fiscal 2018

2nd Quarter, Period Ending March 31, 2018

	Revenue	Revenue	% of	Expenditure	Expenditure	% of	Budgeted	Current
Special Revenue Funds	Budget	Actual	budget	Budget	Actual	budget	Fund	Fund
							Balance	Balance
							Gain (Use)	Gain (Use)
General Fund Infrastructure	10,000	9,119	91%	125,000	62,500	50%	(115,000)	(53,381)
General Fund Solid Waste Clean-Up	10,000	22,122	221%	513,040	140,623	27%	(503,040)	(118,501)
General Fund Stabilization	-	-	-	-	-	-	-	-
Parks & Recreation	15,421,624	3,854,928	25%	17,974,776	1,748,792	10%	(2,553,152)	2,106,135
Child Care	9,030,155	3,128,304	35%	9,509,577	3,673,439	39%	(479,422)	(545,135)
Concealed Pistol License	110,000	59,574	54%	64,956	34,117	53%	45,044	25,457
Department of Health & Human Services	46,138	23,069	50%	46,138	7,538	16%	-	15,531
Farmland Preservation	164,547	3,050	2%	164,547	4,240	3%	-	(1,190)
Friend of the Court	4,879,759	1,801,145	37%	4,854,001	2,315,960	48%	25,758	(514,815)
Health	10,488,285	4,700,007	45%	11,080,014	4,659,614	42%	(591,729)	40,393
Homestead Property Tax	12,185	238	2%	1,608	-	0%	10,577	238
Landfill Tipping Fees	459,000	181,170	39%	478,318	169,192	35%	(19,318)	11,979
Mental Health Millage	3,773,079	3,379,507	90%	3,931,756	953,279	24%	(158,677)	2,426,228
Mental Health Substance Use Disorder	2,517,860	30,960	1%	2,517,860	1,107,114	44%	-	(1,076,154)
Other Governmental Grants	3,148,124	581,457	18%	3,152,443	1,012,604	32%	(4,319)	(431,147)
Register of Deeds Technology	245,000	120,645	49%	283,830	180,734	64%	(38,830)	(60,090)
Sheriffs Grants & Contracts	8,463,405	3,023,555	36%	8,395,289	4,011,222	48%	68,116	(987,667)
Debt Service Fund	5,120,457	4,138,384	81%	5,120,457	4,072,084	80%	-	66,299
Capital Projects Fund	1,526,498	522,528	34%	2,936,176	834,375	28%	(1,409,678)	(311,848)
Permanent Fund	35	41	118%	-	-	-	35	41

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/15/2018

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Resolution of Intent to Increase the 2018 Millage Rate for County Operations, E-911, Parks, Road Commission, and CMH

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution of Intent to increase the 2018 Millage Rate for County Operations of XX mills, E-911 of XX mills, Parks of XX mills, Road Commission of XX mills, and CMH of XX mills.

Summary of Request:

XX- Amount to be updated after Department of Treasury provides estimate of Convention Facilities Tax.

A resolution is required to establish the Board of Commissioner's intent to increase the 2018 millage rate and set a public hearing for June 12, 2018 for purposes of receiving testimony and discussing the levy.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan G. Vandenberg*

Committee/Governing/Advisory Board Approval Date:

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/15/2018

Requesting Department: Ottawa County Road Commission

Submitted By: Misty Cunningham

Agenda Item: Grand Haven/Spring Lake Sewer Authority Wastewater Treatment and Collection System 2018 Improvements

Suggested Motion:

To approve and forward to the Board of Commissioners the Resolution authorizing the County of Ottawa to issue Act 342 Bonds, in the not-to-exceed amount of \$13,445,000.00 to improve the Grand Haven/Spring Lake Wastewater Treatment and Collection System.

Summary of Request:

The Grand Haven/Spring Lake Sewer Authority (Authority) provides sewer service to Grand Haven City, Grand Haven Township, Spring Lake Township, Spring Lake Village and Ferrysburg. The Authority is planning to make several improvements to the sewer system.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan S. Vandenberg*

Committee/Governing/Advisory Board Approval Date:

Ottawa County Road Commission

14110 Lakeshore Drive
P.O. Box 739
GRAND HAVEN, MI 49417
Phone (616) 842-5400 Fax (616) 850-7237

MEMORANDUM

To: Ottawa County Board of Commissioners

From: Patrick J. Staskiewicz, P.E., Public Utilities Director

Date: May 2, 2018

Re: Grand Haven/Spring Lake Sewer Authority
Wastewater Treatment and Collection System 2018 Improvements

The Grand Haven/Spring Lake Sewer Authority (Authority) provides sewer service to Grand Haven City, Grand Haven Township, Spring Lake Township, Spring Lake Village and Ferrysburg. The Authority is planning to make several improvements to the sewer system. Enclosed is a description, map and cost estimate for project. The Authority has requested County financing to help construct this project.

The member communities of the Authority have each approved a resolution authorizing the municipalities to enter into a contract with the Board of County Road Commissioners for the purpose of financing sanitary sewer improvements with Act 342 bonds. On May 10, 2018, the Board of County Road Commissioners will approve a resolution authorizing the project and the execution of the bond contract. We are now ready for the Board of County Commissioners to take action on this project.

Enclosed please find the Resolution to Authorize the Issuance of Not to Exceed \$13,445,000 Ottawa County Wastewater Treatment and Collection System 2018 Improvements Bonds (Grand Haven/Spring Lake Sewer Authority). I would like to present this bond resolution at the May 15, 2018 meeting of the Finance and Administration Committee and at the May 22, 2018 meeting of the Board of Commissioners.

Thank you for your consideration in this matter.

Exhibit A-1 Project Map

**Board of County Road Commissioners
County of Ottawa**

**Grand Haven – Spring Lake Sewer Authority
Wastewater Treatment and Collection System 2018 Improvements**

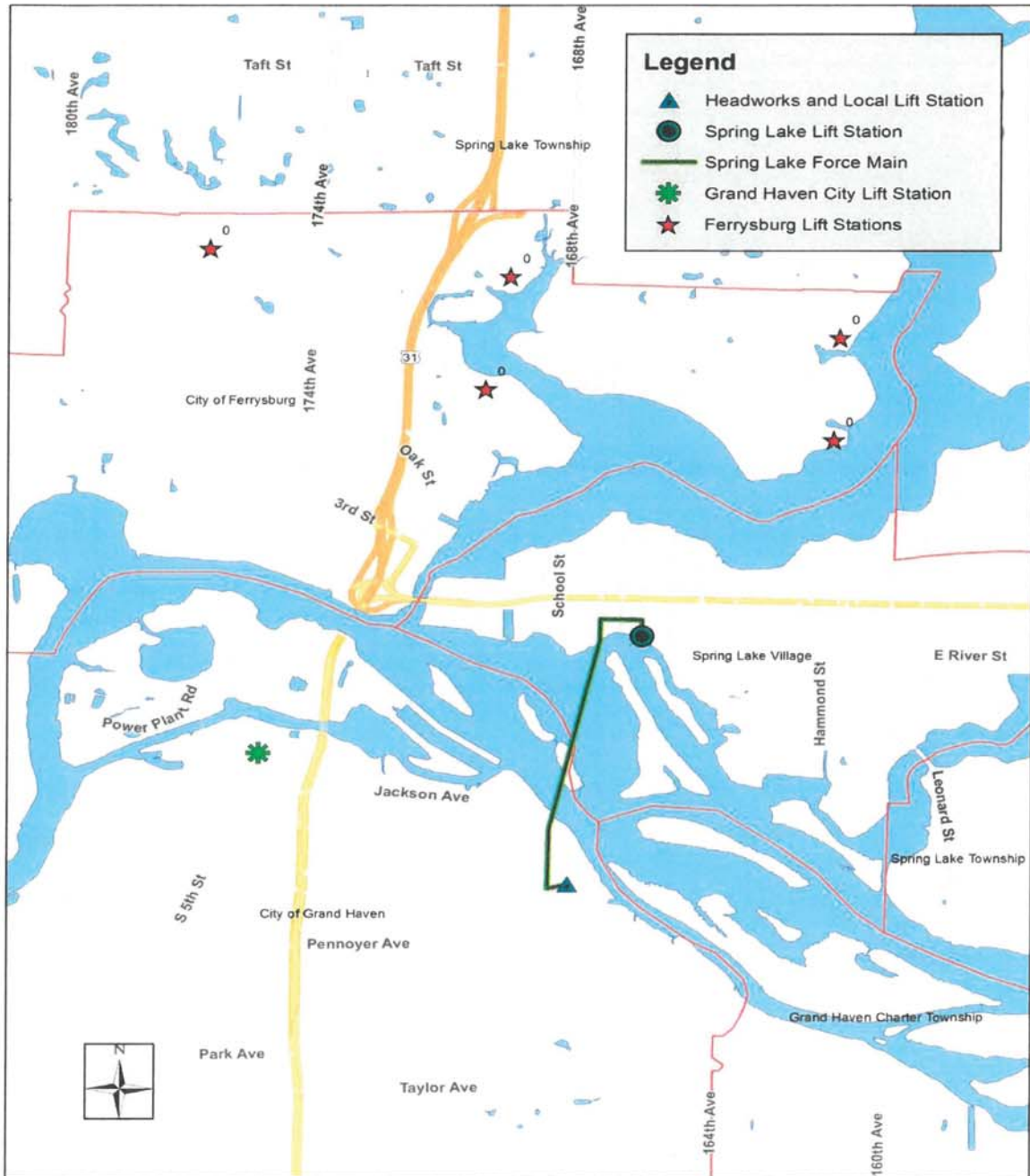


Exhibit A-2 Project Description

Board of County Road Commissioners County of Ottawa

Grand Haven – Spring Lake Sewer Authority Wastewater Treatment and Collection System 2018 Improvements

The purpose of the proposed project is to construct wastewater collection system and treatment plant improvements that will replace aging infrastructure and improve the overall reliability of the system. The project has 5 phases that are described below.

Phase 1 – Spring Lake / Ferrysburg Lift Station and Force Main Project

- Replace three existing pumps with larger pumps that will provide a firm capacity of 3,400 gallons per minute.
- Replace and upgrade other lift station components, including piping, valves, HVAC, and electrical.
- Construct approximately 6,150 feet of 16” diameter force main from the lift station, then along Division Street, Exchange Street, Cutler Street, under the Grand River, Beechtree Street to the wastewater treatment plant.

Phase 2 – Wastewater Treatment Plant Improvements Project

- Replace headworks building and expand to include a new garage.
- Replace existing screen with 2 new screens, each rated at 5 million gallons per day.
- Construct a washer/compactor for screenings.
- Construct a vortex grit removal system with pump and classifier rated for 10 million gallons per day.
- Replace two primary sludge pumps and four return activated sludge pumps.
- Replace and improve associated electrical equipment.

Phase 3 – Local Lift Station Project

- Replace local lift station building.
- Replace three existing pumps that will provide a firm capacity of 2,400 gallons per minute.

Phase 4 – Ferrysburg Lift Stations Project

- Convert existing lift stations No. 3, No. 5, No. 6 and No. 7 from a can design to a submersible design, including new pumps, valves, piping, electrical and control upgrades.
- Upgrade existing Norfolk Drive Grinder Station with new pumps, valves, piping, electrical and control upgrades.

Phase 5 – Grand Haven Lift Station Project

- Replace existing pumps, valves, piping, electrical and control upgrades.

Exhibit B Project Budget

**Board of County Road Commissioners
County of Ottawa**

**Grand Haven – Spring Lake Sewer Authority
Wastewater Treatment and Collection System 2018 Improvements**

Construction	
Spring Lake / Ferrysburg Lift Station and Force Main Project	\$ 4,850,000
Wastewater Treatment Plant Improvements Project	\$ 3,409,000
Local Lift Station Project	\$ 782,000
Ferrysburg Lift Stations Project	\$ 1,270,000
Grand Haven Lift Station Project	<u>\$ 1,165,000</u>
Total Construction	\$ 11,476,000
Engineering	\$ 1,111,900
Contingencies	\$ 1,147,600
Finance and Administration	\$ 233,783
Total Project Cost	\$ 13,969,283
Less: Estimated Construction Fund Interest Earnings	\$ (24,283)
Less: Cash on Hand	<u>\$ (500,000)</u>
Bond Amount Required	\$ 13,445,000

RE: GRAND HAVEN-SPRING LAKE SEWER AUTHORITY -
WASTEWATER TREATMENT AND COLLECTION SYSTEM 2018
IMPROVEMENTS

Submitted by Commissioner _____:

Mr. Chairperson, Ladies, and Gentlemen:

I offer the following resolution:

WHEREAS, pursuant to the provisions of Act No. 342, Public Acts of Michigan, 1939, as amended (“Act 342”), the Board of Supervisors of the County of Ottawa (the “County”) authorized and directed that there be established, maintained and operated a countywide system or systems of water and sewer improvements and services and designated the Board of County Road Commissioners of the County to be the agency of the County (sometimes referred to herein as the “County Agency”) for the purposes set forth in Act 342; and

WHEREAS, by the terms of Act 342, the County and the City of Grand Haven (“Grand Haven City”), the Charter Township of Grand Haven (“Grand Haven Township”), the Township of Spring Lake (“Spring Lake Township”), the City of Ferrysburg (“Ferrysburg City”), and the Village of Spring Lake (“Spring Lake Village”) (Grand Haven City, Grand Haven Township, Spring Lake Township, Ferrysburg City and Spring Lake Village hereinafter each individually referred to as a “Municipality” and collectively as the “Municipalities”) are authorized to enter into a contract for the acquisition, construction and financing of sewage disposal system improvements to serve the Municipalities, for the payment of the cost thereof by the Municipalities, with interest, and the County is then authorized to issue its bonds to provide the funds necessary therefor; and

WHEREAS, the Municipalities are constituent municipalities of the Grand Haven-Spring Lake Sewer Authority (the “Authority”); and

WHEREAS, there has been submitted to this Board of Commissioners a proposed contract among the County, by and through its Board of County Road Commissioners, and the Municipalities, which contract provides for the acquisition and construction of improvements to the Authority's existing wastewater treatment and collection system, including, without limitation, improvements to the wastewater treatment plant, local lift stations and collection system (the "Project") to serve the Municipalities and for the payment by the Municipalities of the cost of the Project pursuant to Act 342, which contract is hereinafter set forth in full; and

WHEREAS, there has been submitted for approval and adoption by this Board an estimate of the period of usefulness and the cost of the Project, and

WHEREAS, the contract provides for the issuance of one or more series of bonds by the County to finance the cost of the Project, said bonds to be secured by the contractual obligations of the Municipalities to pay to the County amounts sufficient to pay the principal of and interest on the bonds and to pay such paying agent fees and other expenses as may be incurred on account of the bonds; and

WHEREAS, the County desires to authorize one or more series of bonds at this time to finance the cost of the Project.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Ottawa, Michigan, as follows:

1. DEFINITIONS. In addition to terms defined elsewhere herein, unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Resolution and the recitals herein, have the following meanings:

- (a) "Act 34" means Act 34, Public Acts of Michigan, 2001, as amended.

(b) “Bonds” means the County’s bonds authorized by Sections 3 and 4 of this Resolution.

(c) “Code” means the Internal Revenue Code of 1986, as amended.

(d) “Public Utilities Director” means the Public Utilities Director of the Board of County Road Commissioners of the County.

(e) “Sale Order” means the written order of the Public Utilities Director approving the sale of the Bonds and making certain determinations regarding the final terms thereof within the parameters of this Resolution.

2. ESTIMATES OF PERIOD OF USEFULNESS AND COST. The estimates of \$13,969,283 as the cost of the Project to the County and 21 years and upwards as the period of usefulness of the Project, as submitted to this Board of Commissioners, are approved and adopted.

3. APPROVAL OF CONTRACT. The Grand Haven-Spring Lake Sewer Authority Wastewater Treatment and Collection System 2018 Improvements Contract dated as of March 1, 2018, among the County, by and through its Board of County Road Commissioners, and the Municipalities (the “Contract”) is approved and adopted, and the Chairman and Secretary of the Board of County Road Commissioners are authorized and directed to execute and deliver the same for and on behalf of the County, in as many counterparts as may be deemed advisable, after the Contract has been executed by the appropriate officials of the Municipalities. The Contract reads as follows:

4. AUTHORIZATION OF BONDS – PURPOSE. Bonds of the County aggregating the principal sum of not to exceed Thirteen Million Four Hundred Forty-Five Thousand Dollars (\$13,445,000), as determined by the Public Utilities Director in the Sale Order, shall be issued and sold in one or more series, pursuant to the provisions of Act 342 and other applicable statutory provisions, for the purpose of defraying part of the cost of the Project.

5. BOND DETAILS. The Bonds shall be designated “Ottawa County Wastewater Treatment and Collection System Bonds (Grand Haven-Spring Lake Sewer Authority 2018 Improvements)” with such series designations, if applicable, as shall be determined by the Public Utilities Director in the Sale Order; shall be dated as of such date set forth in the Sale Order; shall be issued as serial bonds or term bonds, or a combination thereof, as set forth in the Sale Order; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 5.00% per annum, to be determined by the Public Utilities Director in the Sale Order, payable on such dates as shall be determined by the Public Utilities Director in the Sale Order; shall be serial and/or term bonds and mature in such principal amounts and on such dates and in such amounts as shall be determined by the Public Utilities Director in the Sale Order; and shall be sold at a purchase price to be determined by the Public Utilities Director in the Sale Order.

6. PRIOR REDEMPTION.

(a) Optional and Mandatory Sinking Fund Redemption. The Bonds may be subject to optional redemption and mandatory sinking fund redemption prior to maturity as provided in the Sale Order. The Bonds subject to optional redemption may be redeemed on any date on or after July 1, 2028 at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date. Bonds subject to mandatory sinking fund redemption shall be redeemed

at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. Bonds to be so redeemed shall be selected as provided in the Sale Order.

(b) Notice of Redemption. Not less than thirty days' notice of redemption shall be given by mail to the registered owners of Bonds to be called at the registered address. Bonds or portions of Bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

7. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each Bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

8. BOOK-ENTRY SYSTEM. Initially, one fully-registered Bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the Bonds might be adversely affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging

its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated to deliver bond certificates in accordance with the procedures established by this Resolution. In the event bond certificates are issued, the provisions of this Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the Bonds to any Participant having Bonds certified to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on such Bonds and all notices with respect to the Bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between the County and DTC, and the Public Utilities Director is authorized to sign such additional documents on behalf of the County as may be requested by DTC, in such form as the Public Utilities Director deems necessary to accomplish the issuance of the Bonds in accordance with law and this Resolution.

9. BOND REGISTRAR AND PAYING AGENT. The Public Utilities Director shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds that shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Public

Utilities Director from time to time as required may designate a similarly qualified successor bond registrar and paying agent.

10. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the County by the facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer to the purchaser upon receipt of the purchase price. Additional Bonds bearing the facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

11. EXCHANGE AND TRANSFER OF BONDS. Any Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond.

Each Bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Bond and shall authenticate and deliver to the transferee a new Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Bond pursuant to this section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, _____."

The County and the bond registrar and paying agent may deem and treat the person in whose name any Bond shall be registered upon the books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of Section 6 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of Bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange Bonds or portions of Bonds which have been selected for redemption.

12. FORM OF BONDS. The Bonds shall be in substantially the following form:

[Bond Form]

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OTTAWA

OTTAWA COUNTY WASTEWATER TREATMENT AND COLLECTION SYSTEM BOND
(GRAND HAVEN-SPRING LAKE SEWER AUTHORITY 2018 IMPROVEMENTS)

INTEREST RATE MATURITY DATE DATE OF ORIGINAL ISSUE CUSIP

Registered Owner:

Principal Amount:

The County of Ottawa, State of Michigan (the "County") acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at _____, _____, Michigan, the bond registrar and paying agent, and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from the Date of Original Issue or such later date through which interest shall have been paid until the County's obligation with respect to the payment of such Principal Amount is discharged at the rate per annum specified above. Interest is payable on the first day of _____ and _____ in each year, commencing _____ 1, 20___. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of _____ Dollars (\$_____) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 342, Public Acts of 1939, as amended) and a bond authorizing resolution adopted by the Board of Commissioners of the County (the "Resolution") for the purpose of

defraying part of the cost of acquiring and constructing improvements to the wastewater treatment and collection system of the Grand Haven-Spring Lake Sewer Authority to serve the City of Grand Haven, the Charter Township of Grand Haven, the Township of Spring Lake, the City of Ferrysburg and the Village of Spring Lake (collectively the "Municipalities"). The bonds of this series are issued in anticipation of and secured by payments to be made by the Municipalities in the aggregate principal amount of _____ Dollars (\$_____) pursuant to a contract among the County and the Municipalities. The full faith and credit of the Municipalities have been pledged to the prompt payment of their respective shares of the foregoing amount and the interest thereon as the same become due. As additional security the full faith and credit of the County have been pledged for the prompt payment of the principal of and interest on the bonds of this series. Taxes levied by the Municipalities and the County to pay the principal of and interest on the bonds of this series are subject to constitutional tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

MANDATORY PRIOR REDEMPTION

Bonds maturing in the year _____ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
------------------------	---

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

OPTIONAL PRIOR REDEMPTION

Bonds maturing prior to _____ 1, 20__, are not subject to optional redemption prior to maturity. Bonds maturing on and after _____ 1, 20__, are subject to redemption prior to maturity at the option of the County, in such order as shall be determined by the County, on any one or more dates on and after _____ 1, 20__. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption without premium.

Not less than thirty nor more than sixty days' notice of redemption shall be given by first class mail to the registered owners of bonds called to be redeemed at their registered addresses. Bonds or portions of bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Ottawa, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

COUNTY OF OTTAWA

By: _____

Its: Chairperson, Board of Commissioners

[SEAL]

And: _____

Its: Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

Bond Registrar and Paying Agent

By: _____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
(please print or type name, address and taxpayer identification number of transferee) the within
bond and all rights thereunder and hereby irrevocably constitutes and appoints

attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

[End of Bond Form]

13. SECURITY. The Bonds shall be issued in anticipation of payments to be made by the Municipalities pursuant to the Contract. The Bonds shall be secured primarily by the full faith and credit pledges made by the Municipalities in the Contract pursuant to the authorization contained in Act 342. As additional and secondary security the full faith and credit of the County are pledged for the prompt payment of the principal of and interest on the Bonds as the same shall become due. If a Municipality shall fail to make a payment to the County which is sufficient to pay its share of the principal of and interest on the Bonds as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the County. Taxes imposed by the County shall be subject to constitutional limitations.

14. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of and interest on the Bonds, or any portion thereof, shall have been deposited in trust, this Resolution shall be defeased with respect to such Bonds, and the owners of the Bonds shall have no further rights under this Resolution except to receive payment of the principal of and interest on such Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

15. PRINCIPAL AND INTEREST FUND. There shall be established for the Bonds a Principal and Interest Fund which shall be kept in a separate bank account. From the proceeds of the sale of the Bonds there shall be set aside in the Principal and Interest Fund any premium and accrued interest received from the purchaser of the Bonds at the time of delivery of the same. All payments received from the Municipalities pursuant to the Contract are pledged for payment of the principal of and interest on the Bonds and expenses incidental thereto and as received shall be placed in the Principal and Interest Fund.

16. CONSTRUCTION FUND. The remainder of the proceeds of the sale of the Bonds shall be set aside in a Construction Fund for the Project and used to defray the cost of the Project in accordance with the provisions of the Contract. Any unexpended balance of the proceeds of the sale of the Bonds remaining in the Construction Fund after completion of the Project shall be used as provided in Section 8 of the Contract.

17. APPROVAL OF MICHIGAN DEPARTMENT OF TREASURY. The issuance and sale of the Bonds shall be subject to permission being granted therefor by the Department of Treasury of the State of Michigan pursuant to Act 34 and, if necessary, the Public Utilities Director is authorized and directed to make application to the Department of Treasury for permission to issue and sell the Bonds as provided by the terms of this Resolution and to pay such fees and request such waivers and exemptions as may be necessary or desirable in connection with the filing.

18. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Bonds shall be sold at a competitive sale as hereinafter provided. The Public Utilities Director is hereby authorized to approve an Official Notice of Sale for the Bonds and publish the same in accordance with law in *The Bond Buyer* at least seven days before the date set for the sale of the Bonds. Sealed bids for the purchase of the Bonds shall be received up to such time as shall hereafter be determined by the Public Utilities Director. Following the receipt of bids for the Bonds, the Bonds shall be awarded to the successful bidder therefor pursuant to the Sale Order. The Sale Order shall be executed by the Public Utilities Director at the time of sale of the Bonds and shall set forth, with respect to the Bonds, the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, and purchase price to be paid by the purchaser, as well as such other terms and provisions as the Public Utilities Director determines to be necessary or appropriate in connection with the sale of the Bonds. The members of the Board of County Road Commissioners, the Public Utilities Director and other appropriate

County officials are authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Bonds in accordance with the provisions of this Resolution. In making the determination in the Sale Order with respect to principal maturities and dates, interest rates, and purchase price of the Bonds, the Public Utilities Director shall be limited as follows:

- (a) The interest rate on any Bond shall not exceed 5.00% per annum.
- (b) The final maturity date of the Bonds shall not be later than July 1, 2038.
- (c) The purchase price of the Bonds shall not be less than 100% nor more than 120%

of the principal amount thereof.

19. REPLACEMENT OF BONDS. Upon receipt by the County Agency of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the County Agency, the County Agency may authorize the bond registrar and paying agent to deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the County Agency may authorize the bond registrar and paying agent to pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The bond registrar and paying agent, for each new Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any Bond delivered pursuant to the provisions of this Section 19 in lieu of any Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

20. TAX COVENANT. The County covenants to comply with all requirements of the Code necessary to assure that the interest on the Bonds will be and will remain excludable from

gross income for federal income tax purposes. The Board of County Road Commissioners, the Public Utilities Director and other appropriate County officials are authorized to do all things necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

21. NOT QUALIFIED TAX EXEMPT OBLIGATIONS. The Bonds are not designated as “Qualified Tax Exempt Obligations” as described in Section 265(b)(3)(B) of the Code.

22. OFFICIAL STATEMENT. The Board of County Road Commissioners is authorized to cause the preparation of an official statement for the Bonds for the purpose of enabling compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the “Rule”) by the successful bidder or bidders and shall do all other things necessary to enable compliance with the Rule by the successful bidder or bidders. After the award of the Bonds, the County will provide copies of a “final official statement” (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder or bidders to enable such bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

23. CONTINUING DISCLOSURE. The County Treasurer is hereby authorized to execute and deliver in the name and on behalf of the County (i) a certificate of the County to comply with the requirements for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Certificate”). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing

Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

24. BOND INSURANCE. The Public Utilities Director is authorized and directed to take any actions that may be necessary or appropriate to purchase a policy or policies of municipal bond insurance with respect to the Bonds to the extent that the Public Utilities Director determines in the Sale Order that the purchase of such municipal bond insurance is in the best interests of the County. If the Public Utilities Director makes such a determination, the purchase of a policy or policies and the payment of premiums therefor and the execution by the Public Utilities Director of any necessary commitments or other documents with respect thereto are hereby authorized.

25. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS: _____

NAYS: _____
ABSENT: _____

RESOLUTION DECLARED ADOPTED.

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/15/2018

Requesting Department: Ottawa County Department of Public Health

Submitted By: Misty Cunningham

Agenda Item: Electronic Health Record System Contract with Patagonia Health

Suggested Motion:

To approve and forward to the Board of Commissioners the contract with Patagonia Health to provide an Electronic Health Record System for the Ottawa County Department of Public Health at a cost not to exceed \$236,300.00 for the first year and \$49,200.00 for each year thereafter, pending legal review.

Summary of Request:

OCDPH's current electronic health record (EHR) software went live in 2007 and in July 2019, Microsoft will no longer support our current version of the database without purchasing an extended service agreement. With the ending of database support and our current EHR system not being compatible with newer versions of SQL Server, many local health departments in Michigan, including OCDPH are updating their EHR to a more modern cloud based software system.

In the summer of 2017, OCDPH established a collaborative RFI purchasing effort with Kent, Washtenaw, Kalamazoo, and Allegan County to review and replace their respective public health EHR system. The partnership allowed the counties to share information and submit a single collaborative RFI to gain efficiencies.

From the RFI, "Each of the local health departments (LHDs) provide a similar set of programs, but each LHD has unique requirements within its mission to serve its clientele. This partnership was formed under the assumption that the core benefits offered by the selected vendor is likely to benefit each of the five LHDs, however, each LHD has the autonomy to select a vendor, program modules and project timeline separately from the other LHDs and reserves the right to interview any number of qualifying vendors as part of the evaluation and selection process. Each LHD further reserves the right to negotiate with selected vendors, at its option, regarding terms and conditions of any subsequent agreement."

Financial Information:

Total Cost: \$236,300.00	General Fund Cost:	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 3, Objective 2: Maximize communication with citizens.

Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan S. Vandenbergh*

Committee/Governing/Advisory Board Approval Date:

Summary of Request Continued:

During the RFI, the collaborative team focused on four vendors. After interviews and demonstrations, it was narrowed down to two. Upon completion of the RFI, OCDPH completed its own best and final RFP process due to timing considerations. After a comprehensive review by the team (Fiscal Services, IT, Public Health Staff, and Treasury) Patagonia Health was the chosen vendor.

The goals of the new EHR system:

1. Improves workflow efficiencies
2. Eliminates dual entry for staff
3. Automates billing and clearinghouse processing
4. Integrates with the County's financial software to record transactions
5. Provides a client/patient portal to access results
6. Supports for State of Michigan and Federally mandated forms/reports
7. Integrates document management solution that supports paperless system
8. Creates a more user friendly web interface that is also customer centric
9. Integrates with State of Michigan's systems (i.e., MCIR for Immunizations, MDHHS, and MDSS)

The cost of the new EHR system is \$360,000 that has been budgeted in the 2018 CIP. Ongoing maintenance, support, and SAAS subscription fees are in the annual budget. Attached is a sample contract and sales agreement for review.

The software is for mandated programs such as immunizations, Sexually Transmitted Disease, CD/TB, Hearing and Vision. Keeping comprehensive, confidential medical records are requirements of these programs.

Suggested Motion:

Pending legal review and contract negotiation, the Ottawa County Department of Public Health (OCDPH) is requesting to approve and forward recommending approval to the Board of Commission, the purchasing of Patagonia Health software. Patagonia Health is a new vendor that OCDPH has selected to replace our existing electronic health record (EHR) system.

Summary of Request:

OCDPH's current electronic health record (EHR) software went live in 2007 and in July 2019, Microsoft will no longer support our current version of the database without purchasing an extended service agreement. With the ending of database support and our current EHR system not being compatible with newer versions of SQL Server, many local health departments in Michigan, including OCDPH are updating their EHR to a more modern cloud based software system.

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From the RFI, "Each of the local health departments (LHDs) provide a similar set of programs, but each LHD has unique requirements within its mission to serve its clientele. This partnership was formed under the assumption that the core benefits offered by the selected vendor is likely to benefit each of the five LHDs, however, each LHD has the autonomy to select a vendor, program modules and project timeline separately from the other LHDs and reserves the right to interview any number of qualifying vendors as part of the evaluation and selection process. Each LHD further reserves the right to negotiate with selected vendors, at its option, regarding terms and conditions of any subsequent agreement."

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5. Provides a client/patient portal to access results
6. Supports for State of Michigan and Federally mandated forms/reports
7. Integrates document management solution that supports paperless system
8. Creates a more user friendly web interface that is also customer centric
9. Integrates with State of Michigan's systems (i.e., MCIR for Immunizations, MDHHS, and MDSS)

Financial Information:

The cost of the new EHR system is \$360,000 that has been budgeted in the 2018 CIP. Ongoing maintenance, support, and SAAS subscription fees are in the annual budget. Attached is a sample contract and sales agreement for review.

The software is for mandated programs such as immunizations, Sexually Transmitted Disease, CD/TB, Hearing and Vision. Keeping comprehensive, confidential medical records are requirements of these programs.

Action is related to Strategic Plan:

Goals:

Goal 3: To contribute to the long-term economic, social and environmental health of the County.

Goal 4: To continually improve the County's Organization and Services.

Objectives:

Goal 3-2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 4-1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

Goal 4-4 Examine opportunities for increased cooperation and collaboration with local government and other partners.

This Subscriber Sales Agreement (including HIPAA Business Associate Agreement, Subscriber Services Agreement and Order Form), effective as of this the _____ day of _____, 2018 (“Service Effective Date”), is made by and between Patagonia Health, Inc. (“Business Associate” & “Vendor”), located at 15100 Weston Parkway, Suite 204, Cary, North Carolina 27513 (“Patagonia Health”) and, Ottawa County Department of Public Health (“Client”) Located at 12251 James St # 500, Holland, MI 49424

HIPAA BUSINESS ASSOCIATE AGREEMENT

WITNESSETH

WHEREAS, in connection with the goods and/or services provided to Client, Business Associate may be given or otherwise have access to Protected Health Information (“PHI”), as that term is defined in 45 CFR Part 160.103; and

WHEREAS, Business Associate and Client intend to protect the privacy and provide for the security of any PHI disclosed to Business Associate, or to which Business Associate may have access, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule that is codified at 45 CFR Parts 160 and 164 requires Client to enter into a contract containing specific requirements with Business Associate prior to the disclosure of or providing access to PHI as set forth in the Privacy Rule, including without limitation 45 CFR Sections 164.502(e) and 164.504(e).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Client and Business Associate agree as follows:

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms as set forth in HIPAA and the HIPAA Regulations.

2. Requirements

- (a) Business Associate agrees to not use or further disclose Protected Health Information received from Client other than as permitted or required by this Agreement, or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of any Protected Health Information other than as provided for by this Agreement, and to maintain the integrity and confidentiality of any Protected Health Information created, received, maintained or transmitted by Business Associate on behalf of Client.
- (c) Business Associate agrees to report to Client immediately any and all security incidents resulting in a breach of security involving Protected Health Information.
- (d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement or applicable law.
- (e) Business Associate agrees to report to Client any use or disclosure, or improper or unauthorized access, of the Protected Health Information not provided for by this Agreement.
- (f) Business Associate agrees that any agent, including a subcontractor, to whom it provides Protected Health Information, received from, or created or received by Business Associate on behalf of Client, shall be subject to obligations of confidentiality with respect to such information at least as protective of the Protected Health Information as provided under this Agreement.
- (g) Business Associate agrees to provide access, at the request of Client, during normal business hours, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- (h) Upon written request, Business Associate agrees to make any internal practices, books, and records maintained in the ordinary course of business and relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client, or at the request of Client, to the Secretary of Health and Human Services, or its designee, in a time and manner designated by Client or the Secretary, for purposes of the Secretary determining Client’s compliance with applicable law, including without limitation, HIPAA and HIPAA Regulations.

- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
- (j) Business Associate agrees to provide to Client or an Individual, in the time and manner designated by Client, information collected in accordance with this Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
- (k) Business Associate agrees to report to Client any security incidents of which Business Associate becomes aware regarding Electronic Protected Health Information.

3. Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to Client, as permitted under this Agreement. In addition:

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration or to carry out any present or future legal responsibilities of Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that disclosures are required by law, or provided that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or only for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services as permitted by 42 CFR Part 164.504 (e)(2)(i)(B).
- (d) The provisions of this Agreement shall not apply to Protected Health Information that Business Associate may receive from any source outside the scope of this Agreement or independent of its relationship with Client.

4. Term and Termination

- (a) Term. The Term of this Agreement shall become effective the date of execution by Client, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession, is destroyed or returned to Client, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Client's knowledge of a material breach by Business Associate, Client shall provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach or end the violation within such reasonable time, Client may terminate this Agreement, or if termination is not possible, report the problem to the Secretary of Health and Human Services.

5. Effect of Termination

- (a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession. Business Associate shall retain no copies of the Protected Health Information in any form.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Client notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit any further uses and disclosures of such Protected Health Information to only those purposes that make the return or destruction infeasible.

6. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA and the HIPAA Regulations.
- (c) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Client to comply with HIPAA and the HIPAA Regulations.

SUBSCRIBER SERVICES AGREEMENT

Introduction: Vendor has developed a subscription service as described herein (the “Service”) which provides services that enable medical professionals and their staffs to maintain their patient Electronic Medical Record / Practice Management Systems (the “Records”) within the Vendor Electronic Medical Record / Practice Management System Software (the “Software”) through Vendor’s secure network (the “Network”) using the Vendor database repository (the “Repository”). Subscriber is a Public Health Department which provides diagnostic and other medical services to patients. Subscriber and Vendor (the “Parties”) desire for Vendor to provide Services to Subscriber under the terms set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Service Provisions

1.1 Software.

- (a) Vendor grants to Client a non-exclusive, non-transferable license to use the Software, subject to the terms and conditions below.
- (b) In consideration of the payments made in accordance with this Agreement, Vendor grants to the Subscriber a non-exclusive, royalty-free, personal, non-transferable license during the term of this Agreement to allow its Users (as defined in Section 1.3(b)) to use the Software only in connection with the Service. Subscriber shall ensure that its Users do not, copy, reverse engineer, decompile or disassemble the Software or use it for any purposes other than those expressly authorized herein.

1.2 Internet Connection. Subscriber shall have sole responsibility to contract for, install, and maintain during the term of this Agreement an Internet connection which will enable the Records updated by Subscriber of its patients to be transmitted via the Internet to the Vendor Network (as defined in Sec. 1.3(c, d). The internet connection shall be established by installation date and shall be comparable with that specified and updated from time to time by Vendor.

1.3 Service. During the term of this Agreement, in consideration of Subscriber’s payment of the appropriate fees as set forth on the Order Form and Subscriber’s compliance with the provisions herein, Vendor shall provide the Service as follows:

- (a) Vendor shall provide services as for Subscriber’s personnel who are authorized by Subscriber in writing to Vendor (“Users”) in the use of the Software as it relates to the Services as set forth in the Order Form.
- (b) Vendor shall provide initial training for Subscriber’s personnel who are authorized by Subscriber in writing to Vendor (“Users”) in the use of the Software as it relates to the Services as set forth in the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Vendor. Subscriber shall allow only Users who have received proper training to utilize the Software and Vendor Network, and shall allow access only through passwords which comply with password requirements provided by Vendor. Subscriber shall protect, and ensure that its Users protect, the confidentiality of User passwords.
- (c) Users shall use the Software to transmit & update Records in the Vendor Repository via the internet connection through the Network.
- (d) Users shall use the Software to review Records in the Vendor Repository via the internet connection through the Network.

1.4 Support. Vendor agrees to provide support subject to Subscriber’s payment of the applicable support fees as follows:

- (a) Help desk support shall be provided during Vendor’s standard help desk hours, with Vendor’s recognized holidays excluded. “Help desk support” is defined as reasonable telephone support, which ranges from addressing simple application questions to providing in-depth technical assistance.
- (b) Vendor shall, in its sole discretion, provide periodic releases of the Software which include enhancements and corrections, as applicable.

- (c) Vendor shall be responsible for maintaining only the current and next most current release of the Software.
- (d) Vendor shall not be responsible for technical support, or liable for breaches of warranty, for issues caused by any third party hardware, software or connections, including the internet connection, by Subscriber's failure to maintain the most up-to-date anti-virus software.

2. Payment. Subscriber shall pay Vendor for Service as indicated on the Order Form. Vendor shall have the right to assess a late payment fee of 1.5% per month, or the lawful maximum, whichever is lower, on any past due balance. Vendor reserves the right to suspend Services upon five (5) days written notice to Subscriber until payment of overdue amounts is made in full. Vendor may adjust billing for actual user count first day of each (annual) anniversary from service effective date.

3. Limited Warranties.

3.1 Vendor Warranties. Vendor warrants to Subscriber:

- (a) That the Service will function during the term of this Agreement substantially in accordance with the Service specifications provided to Subscriber by Vendor from time to time. Subscriber shall promptly notify Vendor in writing (as defined in Section 9.4) of the details of any material non-conformance to such Service specifications, and Vendor shall use commercially reasonable efforts to promptly correct or re-perform any Services to remedy such non-conformance of which it is so notified at no charge to Subscriber.
- (b) That it has, and will have during the term of this Agreement, all necessary rights to enter into and perform its obligations under this Agreement and to provide the Services as set forth in this Agreement, and that the Services shall be performed in accordance with all applicable laws and regulations.
- (c) That it will comply with privacy requirements as listed in the HIPAA Business Associate Agreement.

3.2. Subscriber Warranties. Subscriber warrants to Vendor:

- (a) That Subscriber has, and will have during the term of this Agreement, all necessary rights, title and license to enter into and perform its obligations under this Agreement, including the rights to use all software, and connections, including the internet connection.
- (b) That Subscriber will comply with all applicable laws and regulations in the use of vendor's software, as well as Subscriber's clinical and ethical standards, policies and procedures, and industry standards, in handling Protected Health Information (PHI), as defined by Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") as they relate to individuals, and that Subscriber has all necessary rights and consents from individuals whose Records are transmitted over the Vendor Network for the purposes set forth herein.

4. Disclaimers. Subscriber acknowledges that factors beyond the reasonable control of Vendor, including without limitation, non-conformance with the Service functions by Subscriber or its personnel, or software, hardware, services or connections supplied by third parties, may have a material impact on the accuracy, reliability and/or timeliness of the compliance of the Services with the Service specifications. Notwithstanding any contrary provisions of this Agreement, in no event shall Vendor be responsible for any non-conformities, defects, errors, or delays caused by factors beyond the reasonable control of Vendor. The warranties expressly set forth in this section are the only warranties given by either party in connection with this agreement, and no other warranty, express or implied, including implied warranties of merchantability, title, and fitness for a particular purpose, will apply.

5. Intellectual Property. Subscriber acknowledges and agrees that, between the parties, Vendor exclusively owns all rights to the Software, the Vendor Network, the Service, all materials, content and documentation provided by Vendor, and all derivatives to and intellectual property rights in any of the foregoing, including without limitation, patents, trademarks, copyrights, and trade secrets. Subscriber shall promptly advise Vendor of any possible infringement of which Subscriber becomes aware concerning the foregoing. Vendor acknowledges and agrees that, between the parties, Subscriber owns all data submitted by Subscriber or its personnel to Vendor or the Vendor Network.

6. Confidentiality. Each Party agrees: (a) that it will not disclose to any third party or use any confidential or proprietary information disclosed to it by the other Party (collectively, “Confidential Information”) except as necessary for performance or use of the Services or as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. “Confidential Information” shall include all non-public information of either Party disclosed hereunder, including without limitation, the Software, technical information, know-how, methodology, information relating to either Party’s business, including financial, promotional, sales, pricing, customer, supplier, personnel, and patient information. “Confidential Information” will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving Party knew prior to receiving such information from the disclosing Party; or (iv) develops independently without use of or resort to the other Party’s Confidential Information. Subscriber consents in advance to the use of Subscriber’s name and logo as a customer reference in Vendor marketing materials and other promotional efforts in connection with Service.

7. Term and Termination. This Agreement shall be in effect for an initial five year term from service effective date. The term of this agreement shall automatically renew for subsequent one-year periods unless either Party notifies the other in writing at least three months prior to the end of the then-current term of its intent not to renew. Upon termination or expiration of this Agreement, Subscriber’s right to use the Service or access the Vendor Network shall cease and each Party shall return to the other Party or destroy, with the consent of the disclosing Party, all Confidential Information of the disclosing Party. Upon termination for any reason, Subscriber shall pay Vendor all amounts incurred for Services performed prior to the effective date of termination and all amounts due for remaining term of the agreement. All payments made are non-refundable.

8. Limitation of Liability. In no event will either party be liable for any damages for loss of use, lost profits, business loss or any incidental, special, or consequential damages whether or not such party has been advised of the possibility of such damages. except for each party’s indemnification obligations herein, each parties rights with regard to intellectual property, confidentiality obligations pursuant to section 6, and excluding subscriber’s payment obligations pursuant to this agreement, in no event shall either party’s liability in connection with or arising out of this agreement or the services exceed the service fees for twelve (12) month paid to Vendor by subscriber prior to the date the claim arose. Subscriber shall indemnify Vendor and hold Vendor harmless against any and all claims, demands, actions, or causes of action arising from, related to, or alleging negligence or other wrongful conduct in the diagnosis or treatment of any patient.

8.1. Notwithstanding that some portion of the Software (and the Content) may be used by diagnosing and treating professionals in their practice, Customer and its diagnosing and treating professionals are solely responsible for making all diagnosis and treatment decisions regarding Patients under their care. Vendor shall not be liable or responsible for clinical decisions made using the Software or Content whether in original or modified form.

8.2. In no event shall either party’s liability in connection with or arising out of this agreement or the services exceed the service fees for the twelve (12) month period paid to Vendor by subscriber prior to the date of any claim in regards to this contract.

9. General Provisions.

9.1 Assignment. Subscriber may not assign this Agreement, in whole or in part, without Vendor’s prior written consent. Any attempt by Subscriber to assign this Agreement other than as permitted above will be null and void.

9.2 Force Majeure. Vendor will not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, failure of electrical, internet or telecommunications service, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises.

9.3 Arbitration and Governing Law. All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and finally decided by mandatory and binding arbitration to be conducted in Ottawa County, Michigan in accordance with the Arbitration Rules of the American Arbitration Association currently in effect as of the date of filing of any claim for arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan without regard to its conflicts of law principles.

9.4 Notice. Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, two (2) days after deposit with overnight courier or five (5) days after deposit in the mail. Notices will be sent to the Parties to addresses stated in this Agreement, or such other address or designee provided in writing by Parties.

9.5 No Agency. The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

9.6 Waiver. No failure or delay by any Party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as any waiver of any such right, power, or remedy.

9.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

9.8 Survival. The following provisions shall survive any termination or expiration of this Agreement: All definitions, and Sections 4 and 5 through 9.

9.9 Entire Agreement. This Agreement, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by mutual agreement of both Parties.

ORDER FORM

Term: This Agreement will run for an initial term of five years from the Service Effective Date. All fees including monthly subscription fees will increase by either US CPI or 4% whichever is greater, at the beginning of each anniversary date. Professional services fees (including training and implementation), after initial quoted prices, will be charged at the then applicable rate. All payments made are non-refundable.

Cancellation: This agreement is for an initial minimum term of five years. After initial five year term, the agreement will automatically renew for the next year. Client may cancel the agreement with a three month written notice prior to the expiration of the current term.

Marketing: Client provides permission for use of client name in company's marketing material.

Topic	Description	Rate	Units	Total Price
Software Services: Monthly Charges (Minimum \$500/month)				
	Pricing includes software of, Practice Management, Billing. And Public Health Software for up to 80 users . (Named User/Logins)			Included
	<p>SAAS Charges: Patagonia Health EMR and Practice Management software is delivered as a SAAS (Software as a Service) Cloud model and is neither purchased, leased or licensed. The software use, support, and maintenance fees cover the annual SAAS licensing of the software delivered via the Patagonia Health Cloud. There are no additional storage, transaction or bandwidth charges for the Patagonia Health Cloud.</p> <p>HIPAA 5010 Billing Transaction Clearinghouse Charges: All Patagonia Health customers under a current annual support, use and maintenance agreement include all billing clearinghouse (Patagonia Health supplied clearinghouse) charges for:</p> <ul style="list-style-type: none"> • Electronic Eligibility Checks: 270/271 Codes (Health Care Eligibility Benefit Inquiry and Response) • Electronic Claims: 837p (Professional) HIPAA x12 5010 electronic claims • Electronic Remittance: 835 (Health Care Claim: Payment/Advice) <p>ICD-9/ICD-10 and CPT Code Automated Updates : All Patagonia Health customers under a current annual support, use and maintenance agreement include all ICD-9/ICD-10 and CPT code automated updates as part of the contract</p> <p>E-Prescribing Charges: All Patagonia Health customers under a current annual support, use and maintenance agreement include e-Prescribing via a SureScripts certified e- Prescribing module. The module is licensed per prescriber with all transaction charges included in the monthly e- Prescribing charge. E-prescription meets all state and federal laws. (Note Schedule 3/Class 3 Drug e-prescribing is an optional feature and has an additional cost beyond the basic e- Prescribing.)</p>			Included
	Additional users may be added at any time for an additional fee at the then current applicable rate. One time initial set up charge and monthly fees apply.			
	Patagonia Health Communicator APP (reminder system)			Included
	Patagonia Health Advanced Pharmacy App			Included
	Patagonia Health Advanced Immunization Inventory App with Barcoding (No Hardware included)			Included
	Patagonia Health Advanced Immunization App			Included
	Patagonia Health Patient Consents App (up to 35 Customer Provided Patient Consents (provided in MS Word format) setup included)			Included
	Patagonia Health Patient Consents APP with Patagonia Health Patient Consents Editor Package with remote training			Included
	Patagonia Health Standard e- Prescribing App (No Class 3 meds)			Included
	Patagonia Health eFAX App with One line of service	One line		Included
	Patagonia Health Management Dashboard App with 2 Users	2 Users		Included
	Patagonia Health Demographics Admin Staff Notes APP			Included

	Patagonia Health 2 Factor Authentication			Included
	New Michigan MIHP, Children's Special Healthcare, and Hearing and Vision Apps done for Central and Mid Michigan Counties.			Included
Initial Set Up: One Time Charge only				
	Configuration and Setup Package: Includes set up, configuration of software for the Patagonia Health Public Health, Practice Management and billing system for the customer			Included
	Patagonia Health Remote Data Conversion Package (Using Patagonia Health Provided Templates: Demographics and Clinical per Patagonia Health Data Conversion Scope document attached: (Patagonia Health Data Migration Summary (v2.3) 20170806.pdf)			Included
	Additional Insight Data migration via commonly used graphic file formats (PDF, TIFF, JPG) provided that files can be imported into Patagonia via bulk upload script in Patagonia Health approved formats. Additional data may include Insight Notes, Case Management or Medical History Dashboards. Graphics file(s) would be imported and remain as graphics files as part of the patient document management system. Customer is responsible for exporting data in acceptable formats and file naming conventions to Patagonia Health for bulk upload from current software system.			Included
	Customization Per RFP: Convert Patient Scheduling Data from Insight into Patagonia Health appointments exported in Patagonia Health specified format spreadsheet			\$5,000
	Customization per RFP: Patient registration and form completion by the patient in the existing Patient Portal			\$10,000
	Customization per RFP: Ability to create address labels and letters to parent/guardian and not the client. i.e., letters are sent to parent and not child.			\$2,500
	Customization per RFP: Capture patient travel itinerary for an immunization travel clinic client			\$2,500
	Customization per RFP: Ability to provide a discharge report to flag clients within 30 days of ready to discharge			\$2,500
	Customization per RFP: Ability to identify clients that are high nutrition domain for maternal and infant			\$2,500
	Customization per RFP: Ability to report a Registered dietitian report to show date of referral to dietitian.			\$2,500
	MI State Immunization Registry Interface (HL7 Based) with IMM registry HIE interface.			Included
	Includes ONE Commercial Lab Results Interface: Quest Commercial Lab OR Labcorp Commercial Lab OR Solstas Commercial Lab (HL7 Results)			Included
	Patagonia Health Patient Consents Editor Package with remote training			Included
	Patagonia Health Patient Letters Editor Package with remote training			Included
	Includes Productivity Reports done for Berrien County MI			Included
	Hearing and Vision Report (State Quarterly Report)			Included
	STD Program Activity report (State Quarterly Report)			Included
	Topaz Signature Pad and Bar Code Scanning hardware remote setup assistance (via remote support tools). (If needed/applicable)			Included
	Includes all State of MI customizations (clinical, practice management, and reporting) done for Central MI District, Ionia County, Mid-MI District, Shiawassee County, Berrien County, St Clair, Kalamazoo and Sanilac County Health Departments, for and during their respective implementation periods with Patagonia Health.			Included
	Custom STD Report (similar to current Insight STD50 report) development and testing and setup. Std Lab results by sex, lab group and body site. Need to have STD tests separated by lab group and body site. Report to have subtotals by lab group.			Included

	Further Integration Customization for MIHP and CSHC per discussions with Ottawa County Staff at demonstrations.			Included
Training and On-Site Services				
	Training: On site at \$2,250/day. All training during normal business hours: 9am to 5 pm local time. After business hours training at 1.5 times rates indicated. Additional hours at \$160/hr. All Patagonia Health Staff travel related costs are included in the daily rate. . Note Days quoted are per-person days.	On site: \$2,250/day	...10 days..	Included
	Patagonia Health Go-Live Services Patagonia Health Implementation Team On-Site for Go-Live on Patagonia Health. Note Days quoted are per-person days. All Patagonia Health Staff travel related costs are included in the daily rate.	On site: \$2,250/day	...2 days....	Included
	Remote Training and Implementation assistance: Additional on line training and assistance available within first year of install. Additional Remote training can be purchased at \$80/hr: minimum 2 hours.	16 Hours included	NA	Included
	Video Training: Unlimited, on demand, video training.	Included	NA	Included

Optional Items

**Note: Not included in above items and pricing- if selected, will be invoiced with initial contract invoice*
**Pricing on optional items are guaranteed for 24 months from contract signing and can be added at any time.*

- Patagonia Health Advanced eFAX APP: Additional Lines of Optional electronic fax (send and receive) available at an additional cost of Upfront: \$700 one-time setup and then \$70/month. Unlimited number of fax pages.

Initial to Accept additional Line of Optional FAX: _____

- Optional Spectrum Lab Interface: HL7 Based Electronic Lab Interface: available at an additional cost of Upfront: one-time setup of \$12,500 and then \$75/month.

Initial to Accept Optional Spectrum Lab Interface: _____

- Optional MDHHS (State) Lab Interface: HL7 Based Electronic Lab Interface: available at an additional cost of Upfront: one time setup of \$12,500 and then \$75/month.

Initial to Accept Optional MDHHS Lab Interface: _____

- Optional Patagonia Health Advanced Management Dashboard APP available additional users at an additional upfront cost of: \$500 per user one time setup and then \$50/user/month. The Dashboard app, out of the box, provides 30+ graphs including financial, clinical and appointments.

Number of additional Management Dashboard App Users: _____

Initial to Accept Optional Dashboard APP Users: _____

- Optional Schedule 3 e-Prescribers (Per User with Class 3 DEA number) available at an additional cost of: Upfront cost of \$250 one-time setup Per User and then \$100/user/month

Number of Schedule 3 e-Prescribers: _____ Initial to Accept Optional Schedule 3 e-Prescribing: _____

- Optional State of MI NEDSS Interface (Disease Surveillance HL7 Based) HL7 Based Interface: available at an additional cost of: upfront cost of \$5,000 one-time setup and then \$75/month.

Initial to Accept Optional HL7 NEDSS Interface: _____

- Optional 837i Institution Claims App available at an additional cost of upfront cost of \$2,500 one-time setup and then \$175 month per billing NPI number (No additional transaction charges)
Initial to Accept Optional 837i Institutional Claims App: _____

- Optional State of MI HIE Interface (HL7 CDA/CCDA exchange): available at an additional cost of Upfront: \$5,000 one-time setup and then \$75/month.
Initial to Accept Optional MI State HIE Interface: _____

Cost of above selected options (if any), will be added to the costs noted on page 11.

Customer Data At End of Contract:

In case of termination of this agreement, Patagonia Health will provide customer their data in a federally defined CCR/CCD format. This data then can be imported into any other federally certified EHR (which is also required to support this format). This data can be provided at a one-time cost of \$2,500 and the data will be provided to the customer 60 calendar days or less from request.

Service Level Agreement Attached is Part of Contract:

Note: The Patagonia Health Service Level Agreement per the attached document is included, incorporated, and part of this contract.

Payment Schedule and Cost Breakdown:**One-Time Costs:**

Core Patagonia Health Implementation and Optional Apps	\$103,000
Customizations Per RFP Request	\$27,500
On-Site Training and Go-Live Services:	\$27,000
Tyler Cashiering Interface (Per attached Document)	<u>\$42,000</u>
Total One Time Costs:	\$199,500

Ongoing Costs:

Core and Optional Apps Year 1 SAAS, Maintenance and Support: (\$5,200 monthly for 9 months)	\$46,800
Tyler Cashiering Interface (\$200 monthly Starts in Year 2)	\$2,400

Totals and Payment Schedule:

Total Year One Amount (Up Front and 9 months of service):	\$246,300
Payment due within 30 days of contract signing:	\$200,000
Payment due within 30 days from first Go-Live:	\$25,300
<i>(Note: Projected customer requested go-live estimate date of February 1, 2019)</i>	
Payment Due with Tyler Cashiering Interface Delivery:	\$21,000

Maintenance, Support, and SAAS Subscription Fee Renewals Schedule

Year 2 (\$5,616 monthly)	\$67,392.00 Annual
Year 3 (\$5,840.58 monthly)	\$70,087.00 Annual
Year 4 (\$6,074.25 monthly)	\$72,891.00 Annual
Year 5 (\$6,317.25 monthly)	\$75,807.00 Annual

Invoicing note: All maintenance and support renewals are on annual payments and are payable in advance at the beginning of each renewal year. Due 30 days from invoice date.

NOTES: This special pricing, payment terms, and discounts are valid only if contract is executed (signed, and received at Patagonia Health's offices) no later than 3pm eastern time on 05/25/2018. All pricing and terms in this special discounted contract expire at 5pm eastern time on 05/25/2018. Payment must be received within 30 days of invoice for this special pricing.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

SIGNATURES:

Vendor (Patagonia Health, Inc.)

Signature: _____

Name: Ashok Mathur

Title: CEO

Email: ashok@patagoniahealth.com

Phone: 919 622 6740

Client

Ottawa County Department of Public Health
12251 James St # 500, Holland, MI 49424

Signature: _____

Name: _____

Title: _____

Phone: _____

Email: _____

Email Address for sending invoices: _____

FORM INSTRUCTIONS

1. Please review the agreement. Fill out information on page 1, 9 and 10. Signed agreements can be either: Fax to Patagonia Health Inc, at F: 919 238 7920

- Or scan and email to sales@patagoniahealth.com
- Or Mail to Patagonia Health Inc, 202, Midenhall Way, Cary, NC 27513
(Note Business address is: 15100 Weston Parkway, Suite 204, Cary, NC 27513)

Please call your local representative with any questions.



Ottawa County

Fiscal Services Department – Purchasing
12220 Fillmore Street - Room 331 - West Olive, Michigan 49460

Phone 616-738-4855

Fax 616-738-4897

E-mail: purchasing.rfp@miottawa.org

RFP 18-14 ELECTRONIC HEALTH RECORDS SOFTWARE

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VENDOR PROPOSAL CHECKLIST

Failure to submit the following items may result in the proposal being declared non-responsive. Proposal documents should be submitted in the following order:

- ATTACHMENT “A” – COVER SHEET FOR PROPOSAL
- ATTACHMENT “B” – VENDOR RESPONSE / FUNCTIONAL REQUIREMENTS QUESTIONNAIRE
- ATTACHMENT “C” – AUTHORIZATION FOR REFERENCE CHECK
- ATTACHMENT “D” – VENDOR REFERENCE INFORMATION
- ATTACHMENT “E” – INDEMNITY/INSURANCE – CERTIFICATION STATEMENT
- ATTACHMENT “F” – DEBARMENT AND SUSPENSION – CERTIFICATION STATEMENT
- ATTACHMENT “G” – PROPOSAL PRICING FORM

LIST OF EXHIBITS

Vendors are encouraged to reference the exhibits provided which provide further information regarding the project.

EXHIBIT “A” – EHR-TYLER CASHIERING REAL-TIME INTEGRATION SPECIFICATION

1. INFORMATION SUMMARY

RFP Release Date:	Friday, March 30, 2018
Receipt of Questions:	Friday, April 6, 2018
Addendum Issue Date:	Wednesday, April 11, 2018
RFP Deadline Date:	Friday, April 20, 2018 by 2:00pm EST
Intent to Award (Estimated):	Friday, May 18, 2018
Project Kick-Off (Estimated):	July 9, 2018
Production Go-Live (Estimated):	February 2019

2. PROPOSAL SUBMISSION

Proposals must be received by **2:00 P.M., EST on Friday, April 20, 2018**. Proposals received after this time will not be considered. All proposals must include completed, signed copies of all required attachments (See Vendor Proposal Checklist for full details). Attachments must be filled out in full and signed by an authorized Company representative. Proposals will be accepted by either hard-copy or e-mail submission, as follows:

Hard-Copy Proposal Submission: Hard copy proposals should include two (2) bid response copies on paper. Proposals may be submitted by express or overnight mail/shipping service, U.S. Postal Service, hand delivery by a company representative, or by Courier in a sealed package clearly marked on the outside: "RFP 18-14 Electronic Health Record Software System." The proposals shall be addressed to: County of Ottawa, Fiscal Services – Purchasing, 12220 Fillmore Street, Room 331, West Olive, Michigan, 49460.

E-mail Proposal Submission: Respondents may submit an electronic response (preferably single-file PDF format) by e-mail to: purchasing.rfp@miottawa.org with the subject line of: "RFP 18-14 Electronic Health Records Software System." The County can receive email attachments up to 30 MB. Proposal documents larger than 25 MB should be sent in multiple emails with the subject line of: "RFP 18-14 Electronic Health Record Software System – 1 of 2."

Fillable Form .pdf Format— This RFP document is provided as a fillable form .pdf document for all required attachments. Response boxes are provided in a rich-text format. Vendors may also complete all required attachments as a stand-alone response (written or typed).

Supporting Documentation – All supporting documentation must be pertinent and clearly identified as to the section of the RFP to which it specifically refers. All attachments must be completed and included with the Proposal and failure to submit may result in the Proposal being declared non-responsive.

Modifications – Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer's authorized representative.

3. QUESTIONS

Bidders may submit questions and requests for clarification regarding this RFP until **Friday, April 6, 2018**. Vendors are encouraged to initiate preparation of proposals immediately upon receipt of this RFP so that all relevant questions and information needs can be identified and answered in a manner that provides adequate time to prepare a comprehensive and complete response.

Responses to all questions and inquiries received by the County will be issued Wednesday, April 11, 2018 in the form of an Addendum and posted on the MITN and on the County's website.

It shall be the Bidders responsibility to ensure they have received all addenda before submitting a proposal. All requests for additional information or questions should be directed to Amy Bodbyl-Mast, Purchasing Manager, Ottawa County Fiscal Services Department, purchasing.rfp@miottawa.org.

4. CURRENT ENVIRONMENT

Ottawa County has an approximate population of 282,000 people. It is located in the southwestern section of Michigan's Lower Peninsula with its western border being Lake Michigan. The adjacent counties are Muskegon County, Kent County, and Allegan County. The Ottawa County Department of Public Health (OCDPH)'s main location is in Holland with satellite offices in Hudsonville and Grand Haven that have part-time hours.

Office	Hours of Operation
Holland Office	8:00 AM – 5:00 PM
Grand Haven Office	Monday: 8:00 AM-5:00 PM, 5:00 PM - 6:00 PM by appointment only; Wednesday: 8:00 AM-5:00 PM; Friday: by appointment only;
Hudsonville Office	8:00 -5:00 PM Tuesday and Friday

OCDPH offers Family Planning (FP), Immunizations (IMMS), Maternal Infant Health Program (MIHP), Sexually Transmitted Disease (STD), Communicable Disease / Epidemiology (CD/EPI), Tuberculosis (TB), Hearing and Vision (HV), and Children's Special Health Care Services (CSHCS).

There are 80 named users in Insight which includes 1 Medical Director and 2 part-time Nurse Practitioners. The Medical Director does not provide patient services.

Netsmart's Insight software is the current electronic health record (EHR) system. Other systems that OCDPH use are MDSS for tracking CD/TB cases, MCIR uploads for immunizations, MDHHS, Networks for the clearing house, CHAMPS for Medicaid, Spectrum Health Labs, Munis for financials, Tyler Cashiering for recording payments, third party insurance verification systems, SQL Server Reporting Services for report writing, and Onbase for a document management system that replaced EZLink for CSHCS.

5. SCOPE OF WORK

A. GENERAL SPECIFICATIONS

Awarded vendor must provide an out-of-box (non-customized) software system with existing core functionality and ability to track the entry and reporting of demographic, case management, notes, referrals, time and effort, test results and billing activities for the following programs: Family Planning (FP), Immunizations (IMMS), Maternal Infant Health Program (MIHP), Sexually Transmitted Disease (STD), Communicable Disease / Epidemiology (CD/EPI), Tuberculosis (TB), Hearing and Vision (HV), and Children's Special Health Care Services (CSHCS).

The general goals and criteria of this Electronic Health Record selection process are:

- To replace the existing EHR
- To address the software needs for each of the program areas listed above
- To invest in a software solution that allows for changes, customizations to data entry forms and reporting, while minimizing vendor interaction and additional cost
- To invest in a software solution that provides ongoing modifications to the State of Michigan and Federal mandated forms and reports
- To benefit from a modern software that has features that provide workflow efficiencies, for instance: service authorizations and approvals; automated billing and clearinghouse processing; modules for client portal access and secured messaging to clients
- To maximize the data migrated from the prior EHR systems currently in use
- To implement a solution that has an integrated document management solution that supports the Local Health Department's (LHDs) continuing movement to a paperless system
- To eliminate dual entry and gain efficiencies
- To provide a user friendly interface that is also customer centric
- To integrate with the County's financial software to record transactions

B. COMPLIANCE REQUIREMENTS AND SECURITY

Vendor must demonstrate ongoing capability to meet all compliance standards for PCI DSS 3.0 and HIPAA regulations.

Vendor shall be responsible to manage all security, data back-up and disaster recovery. Vendor is required to provide detailed description of the standard operating procedure in the event of an interruption of service, up to and including breach of data. The procedure must include process for customer notification, classification system for interruption and/or outages, and communication plan through recovery time.

Data must be stored in a secure and encrypted environment. Connections must provide encrypted data transfer (currently TLS 1.2). Please explain your data replication (RPO) and data backup process.

C. RECORDS RETENTION

The County shall retain ownership rights with respect to any OCDPH data stored within the vendor system throughout the entire term of the agreement. Additionally, any associated costs for the retention of current and historic data must be identified within the vendor proposal, including volume and timing of data to be stored.

D. IMPLEMENTATION PLAN AND TIMELINE

Vendor shall provide a proposed Implementation Plan. The OCDPH anticipates a project kick-off date of July 9, 2018. The proposed Plan must account for all phase deadlines, implementation services provided, IT service requirements, software setup and customization services for all locations and programs. Plan must include set-up any necessary files, tables, lookups, and menus that are required for Implementation.

All roles (both vendor and LHD) and responsibilities needed for the project management must be clearly defined. Please provide a proposed timeline with each major phase (Kickoff, Discovery, Training, etc) identified during the Implementation process. OCDPH's anticipated go-live date is Monday, February 4, 2019.

Awarded vendor will be expected to develop a real-time integration with Tyler Cashiering to support all payment functions performed within the EHR system. This custom integration will be required to be fully developed and functional within 10 months of the initial go-live date (estimated, November 7, 2019).

E. INTEGRATION

It is the OCDPH expectation that the provided system has the capability to interface with related third-party systems. Proposals to describe what integrations already exist and any associated costs with developing a custom interface for other third-party systems, including integrations with the clearinghouse. System must have the ability to allow data exchange with the Michigan Immunizations Care Registry (MICR). System must have integration components that interface with Laboratory Services. Vendor to describe how the data is exchanged.

Awarded vendor will be expected to develop a real-time integration with Tyler Cashiering to support all payment functions performed within the EHR system (See Exhibit A – EHR-Tyler Cashiering Real-Time Integration Specification for complete details).

The EHR system will be referred to as an accounts receivable system and only the EHR will keep track of patient balances. Customer profiles and accounts will NOT be maintained in Tyler. Tyler Cashiering will only be aware of patient balances if/when a payment is made on an account. The County prefers a push-integration over a pull-integration type. Vendors are to provide pricing for both types of integration.

In order to facilitate the integration, the vendor must provide the following components:

- Secure web service exposing methods and accounts receivable data from the EHR
- Custom button in on the applicable EHR screen(s) which invokes the aforementioned web service to send accounts receivable data for a particular customer to a queue in Tyler Cashiering.
- Method to receive web service communications from Tyler Cashiering containing receipt number, payment information, and/or voided transactions and automatically credit/debit EHR accounts receivable from POS information transmitted from Tyler Cashiering.
- Ability to configure EHR transaction codes (e.g. immunization code = IMU) to match cash codes as configured in Tyler Cashiering.

The County recognizes that approximately 70% of payment dollar volume is received from insurance, Medicare and Medicaid. At this time it is not known or whether posting reimbursement from insurance will work with the integration.

It is the County's intent to implement the vendor's core EHR product without initially having an integration to Tyler Cashiering. This is preferred to allow users time to acclimate to a new system without having to deal with the added complexity of a new receipting process. Once the core EHR product has been implemented, the County will issue a notice to proceed on integration to the chosen EHR vendor. The EHR vendor will implement the above mentioned functionality in a test system and provide a specification for web services and associated methods to the County.

F. DATA MIGRATION

Proposal must describe how existing OCDPH data will be migrated into the proposed system and all data elements that can be converted.

Vendors to provide a plan for import (manual entry, file transfer, other) of current appointment dates and times from the County's existing EHR Insight (appointment/scheduling) system into the Vendor system, including file format and specifications, in order to avoid any possibility of double bookings in facilities with current appointment.

G. PATIENT PORTAL

Patient portal must have minimum capability to run on a standard, universal web browser platform (ex. Google, Mozilla Firefox, other). Patients and Providers must be able to securely access all transactional information, including but not limited to immunization records and payment information and built-in messaging capabilities. All access to be granted by user-defined securities. Portal to support all Meaningful Use requirements.

H. REPORTING

Software must have capability to meet state of Michigan reporting requirements. Proposals must describe available reporting capabilities, including Time and Effort reporting, state of Michigan reporting, real-time ad-hoc reporting capabilities, billing and department-specific reporting. Vendor to describe pre-defined forms or reports for data tracking.

I. STATE AND FEDERAL REQUIREMENTS

Software must support all federal and state policies and standards for health information exchange, including HL7 messaging.

J. TRAINING

Awarded vendor will be expected to conduct end-user training at all levels, including administrative users, departmental/clinical users, financial/billing, customer-service, scheduling, IT/security. Implementation Plan to identify all training that will be provided, including and not limited to in-person, by phone/webinar, online training/testing environment, ongoing and training materials provided. Plan to list all associated training costs.

K. SUPPORT AND MAINTENANCE

The proposed system will be integrated into nearly every aspect of the OCDPH's operations. Proposals must describe how the customer support structure provide efficient and effective software utilization. Customer call-in support must be available, at a minimum, during regular business hours (8 A.M. to 5 P.M., EST). All available support resources should be described within the vendor proposal, including the time and availability of support call center, web chat, online or web portal, elevated support issues, etc.

Additionally, proposals are to identify all support services to be provided, including bug fixes, ongoing compliance with applicable Federal and State regulatory requirements, software updates and upgrades. Proposals to identify all services for which charges may be imposed.

6. SYSTEM CONFIGURATION

Vendor will manage software configuration to achieve optimum operating performance. The Vendor shall provide written procedures for the installation and use of the application software. System configuration includes a SaaS (Software as a Service) platform and all the vendor-provided on-premises equipment, or alternately, a completed list of compliant, required equipment used for point of sale. The County will provide internet connection and PCs for staff to access the vendor-hosted solution. The Vendor will assist in setting up any necessary files, tables, lookups, menus, etcetera that are required for Implementation. The Vendor is to submit application software setup requirements to achieve a fully operational system.

If applicable, vendor to provide per unit costs and specifications for all point of sale equipment, including but not limited to receipt printers, POS computers, scanners, label printers, Topaz signature readers, kiosk tablets, credit card readers, mobile POS equipment (devices and card readers, other).

Vendors SaaS must be accessible twenty-four (24) hours per day, seven (7) days per week and 365 days per year. Proposal to outline ownership rights of the vendor and County with respect to County data stored within the vendor's system. Proposal to describe how long data are retained and any associated costs and/or agreements pertaining to records retention and how the County would access historical data.

7. PROPOSAL SELECTION AND AWARD PROCESS

Proposals shall be evaluated on the following:

1. Functional/Technical Specifications - (40%) Proposer's ability to meet the required and optional functional and technical specification requirements described in this solicitation including software and integration.
2. Experience/Comparable Projects - (20%) Proposer's experience, qualifications and past performance in providing the types of services request in this solicitation.
3. Service/Training - (20%) Proposer's Implementation Plan, training and technical support.
4. Cost Proposal - (20%) Costs will be complete for all hardware, software, licensing and services required to accomplish the stated requirements of the project.

8. INCURRED EXPENSES/CONFIDENTIALITY

The County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. All proposals, (including attachments, supporting documentation, supplementary materials, addenda, and other) shall become the property of the County and will not be returned to the Proposer.

9. RESERVATION OF RIGHTS

Ottawa County reserves the right to interview any number of qualifying bidders as part of the evaluation and selection process. Ottawa County reserves the right to award a contract without an interview, as determined in the best interest of Ottawa County. Ottawa County reserves the right to select and recommend for award the proposed services which best meets its required needs, quality levels and budget constraints. All proposals are intended for the sole proprietary use of Ottawa County. Ottawa County reserves the right to accept or reject any or all submitted proposals for any reason or no reason. All bidders, by the submission of their proposal, agree not to seek any claim, compensation, damages, or any other consideration whatsoever. Ottawa County reserves the right to reject any and all proposals.

10. CONTRACT TERMS, PERIOD, PROCEDURES AND USE

The contract shall be by and between the County of Ottawa, known as the "County," for and on behalf of Ottawa County Department of Public Health, "OCDPH" and the successful Proposer known as the "Vendor." It is the County's intention to award an initial contract for a period of five (5) years with options to renew for additional twenty-four (24) month terms, if in the best interest of both Parties. Responses to this RFP should be based upon the stated initial terms of the agreement and be mutually agreed upon by the County and the Vendor.

All proposers are notified that the County reserves the right to delete or modify any task from the Scope of Work at any time during the course of the bid process and reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and /or any modifications deemed necessary. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County. This contract is for the County use. Pricing reflects a commitment of the term indicated.

**ATTACHMENT A – COVER SHEET FOR PROPOSAL
COUNTY OF OTTAWA
RFP 18-14 ELECTRONIC HEALTH RECORDS SOFTWARE**

All Proposals must include this sheet (or this sheet reproduced on letterhead) as a cover sheet or page 1 of the proposal. The undersigned, having carefully read and considered the request in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County’s RFP document. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder’s fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder’s services, or (2) benefit from an award resulting in a “Conflict of Interest.” A “Conflict of Interest” shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, at its discretion may reject their proposal.

By submission of a proposal the Bidder certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business,” as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

The Bidder affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the bidder has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

The submission of a proposal hereunder shall be considered evidence that the bidder is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

BY: _____
(Signature of Authorized Representative) Date

Tom Power, Director of Business Development

(Printed Name and Title of Authorized Representative)

Individual / Company Name: **Patagonia Health Inc**

Street Address **15100 Weston Pkwy #204, Cary, NC 27513**

City **Cary** State **NC**

Zip Code _____ Telephone **(919) 238-4780**

Fax **(919) 238-7920**

Email **tom@patagoniahealth.com or sales@patagoniahealth.com**

Taxpayer Identification Number **26-4246453**

**ATTACHMENT B – VENDOR RESPONSE / FUNCTIONAL REQUIREMENTS QUESTIONNAIRE
COUNTY OF OTTAWA
RFP 18-14 ELECTRONIC HEALTH RECORDS SOFTWARE**

Responses to the following questions must be submitted in the proposal and signed by an authorized Company representative. Vendors to complete all required attachments as a stand-alone response (written or typed).

1. **VENDOR STATEMENT** – How many years has the company been providing the requested system and services? How many active customers does your proposed software system currently have? Including in Michigan?

The current software for nine (9) years and we have over 100 health departments with 8 in M

2. **SOFTWARE CAPABILITY** – Provide detailed description of out-of-box (non-customized) existing core functionality and abilities to track the entry and reporting of demographic, case management, notes, referrals, time and effort, lab orders/test results and billing activities for the following programs: Family Planning (FP), Immunizations (IMMS), Maternal Infant Health Program (MIHP), Sexually Transmitted Disease (STD), Communicable Disease / Epidemiology (CD/EPI), Tuberculosis (TB), Hearing and Vision (HV), and Children’s Special Health Care Services (CSHCS).

Out of the box we have standard templates for all of the above programs as well as MI spe

3. **SOFTWARE ENVIRONMENT** - Please provide the development languages and tools utilized to build the proposed system. Also, what is the relational database management system? Provide the model that the proposed system releases updates? Please provide a schedule for the major / minor updates released for the proposed system.

For a background on our development please see the attached document "PatagoniaHealth

4. **EQUIPMENT (OPTIONAL)** -- Vendor to provide per unit costs and specifications for all point of sale equipment, including but not limited to receipt printers, POS computers, scanners, label printers, Topaz signature readers, kiosk tablets, credit card readers, mobile POS equipment (devices and card readers, other).

Patagonia Health does not sell hardware. For signature Pads we support the Topaz brand a

5. **COMPLIANCE / SECURITY STANDARDS** – How do you comply with PCI DSS 3.0/HIPAA/Sarbanes-Oxley regulations? Please provide documentation. In the event of an interruption of your service, describe your process for notifying customer operations of the circumstances of the interruption or outage and the expected recovery time. Please explain your data replication (RPO) and data backup process.

In the event of a data breach, what is your standard operating procedure?

We are fullu HIPAA and HITECH ACT compliant. Please see the security whitepaper and d

6. **RECORDS RETENTION** – Outline ownership rights of the vendor and County with respect to County data stored within the vendor’s system. Define how long data is retained and any associated costs and/or agreements pertaining to records retention and how the County would access historical data.

The county owns their data. We retain the data forever unless requested by the customer. T

7. **IMPLEMENTATION PLAN** – Provide a description of the company’s implementation services and submit a project Implementation Plan with ability to meet phase deadlines. Include detailed description of IT service requirements for system construction, integration, networking, data transfer, credit card merchant agreements, other. Provide details relating to software setup and customization services for all locations and programs, include set-up any necessary files, tables, lookups, and menus that are required for Implementation.

Provide details concerning the cost structure of credit card merchant fees and/or additional costs. Provide details to cut over to the new system. For example, will there be a time of dual entry in both systems while migrating outstanding invoices to the new system?

Please identify the roles (both vendor and LHD) and expectations needed for the project management. Please provide a proposed timeline with each major phase (Kickoff, Discovery, Training, etc) identified during the Implementation / On-boarding process. Are you capable to implement multiple LHD's concurrently if more than one (1) Michigan LHD selects the same vendor? OCDPH’s project kick off is planned for July 2018.

Is a Live, Test, and Training environment provided for end users? Is there a cost for an extra environment?

Please see the sameple implementation plan. Assumign a signed contract was received bef

8. **INTEGRATION PLAN** - Provide details concerning any integrations for MCIR, LABS, MDSS, CHAMPS, MDHHS, Clearing Houses, and Pharmacy. Describe all assumptions. Include extra costs where applicable.

MCIR - Laboratory data exchange (bi-directional) with the Michigan Care Immunizations Registry (MCIR)? Please describe timeframe and cost. Real time and/or delayed transfer? Does a parent vaccine refusal documentation transfer to MCIR?

LABS - Does the proposed system allow data exchange (bi-directional) with the Spectrum Health (LABS)? Please describe timeframe and cost. Real time and/or delayed transfer? Has the proposed system been implemented at a LHD that has integrated Laboratory Services? Does the proposed system support the CLIA regulations that requires two phase review and approval for any manual result entry?

MDSS - Does the proposed system allow data exchange (bi-directional) with the Michigan Disease Surveillance System (MDSS)? Please describe timeframe and cost. Real time and/or delayed transfer?

Provide details to integrate with the County’s Active Directory (AD) system to share same user id and password for the EHR login.

CHAMPS – Are these fields automatically populated back into the EHR?

MDHHS - What type of integration exists?

Clearing houses – Is this built in to system? Is there an extra cost?

Pharmacy - Is this built in to system? Is there an extra cost?

Tyler Cashiering – Please refer to Exhibit A.

We are live ont he MCIR interface. Several of the other state systems we have heard are no

9. **DATA MIGRATION** –The LHD has an existing EHR NetSmart Insight, have you performed migrations from this platform to the proposed system. Please describe the data elements available for migration, be specific. Are Insight’s EHR custom notes able to migrate to your proposed system? Is the Note migrated via PDF and attached to the patient OR is it a 1:1 field mapping to the new system for each patient? Does the proposed system have a mechanism that allows importation of Immunization history from current LHD EHR to new EHR? Please describe.

Describe plan for import (manual entry, file transfer, other) of current appointment dates and times from the County’s existing EHR Insight (appointment/scheduling) system into the Vendor system, including file format and specifications, in order to avoid any possibility of double bookings in facilities with current appointment.

Please see the attached data migration sheets and also we have included the option for the

10. **PATIENT PORTAL** – Is there a patient portal available? What functionality does the patient portal have? Can appointments be scheduled? Results communicated to patient? Is there an extra cost for the patient portal?

The Patient Portal is included. No extra charge. It is Meaningful Use functionality. The app

11. **REPORTING** - If a full featured reporting engine is not part of the proposed system, can the LHD get database access to employ another reporting tool? If an offline database access is granted via a reporting server, how frequently can this database be refreshed? What is the cost for the extra reporting server? Describe the specific reporting capabilities and outline LHD staff’s access to the database. If the LHD creates a custom view on the report server is it saved/maintained during a refresh or upgrade?

Is there a list of canned reports with their description and functionality? When a user creates a custom report or query, how will they know which table(s) or field(s) to use? Is there a database dictionary provided?

Yes there is a query engine built in and we also offer report writing services at no additional

12. **STATE AND FEDERAL REQUIREMENTS** - Specific to the State of Michigan, are there modules / forms and reports already implemented for the program areas mentioned within this RFP’s *Introductions* section? Do you create and maintain all data entry screens, reports, and letters that support the State of Michigan & Federal government requirements as they change?

YEs, Federal and MI requirements are included. We already have done state reports, MIHE

13. **TRAINING** – Outline a time schedule for training services and provide a training plan. Describe training manuals, tutorials and end user documentation that will be provided, including a detailed Users Guide, Systems Administrator Guide, onsite training, virtual training, online help, video, new hire training, and other documents needed to operate and maintain the application.

We do on-site training for the staff in addition to post go live training. Quick guides and man

14. **SUPPORT** - What are the hours of operation of the help desk? What methods of contact are supported by the help desk? (Toll-Free Telephone, email, In application, etc) Please describe/attach your help desk SLA’s? Does the proposed system have a formal enhancement / feature process? Please provide details to submit enhancement. Please describe the process to escalate an issue that has not been resolved. Ability to submit a help desk ticket via e-mail, phone, or portal?

Help desk is staffed 8-5 eastern and you can open help desk tickets by phone, email, porta

15. **OTHER INFORMATION** – Include any other information that would be helpful to the County.

Please see the attached files and documentation we have included in email 2 for further in

16. **FUNCTIONAL REQUIREMENTS QUESTIONNAIRE** – In the following section, please respond with the code and comment as needed. Every question **MUST** contain a response code. Include cost if extra.

CODE	EXPLANATION
Y = YES	This feature is included in the proposed solution.
N = NO	This feature is not available / included in the proposed solution.
F = FUTURE	This feature is planned for a future release. Include the release date .
C = CUSTOM	This feature is only available as a custom development. Include the cost of development for this feature, identified as “Custom Development”.

Application Features				
NUMBER	REQUIRED	GENERAL	CODE	COMMENTS/ADDITIONAL COSTS
1	Required	Users can create or modify forms. i.e., add a new custom field to a form.	Y	Patagonia Health support provides this at no additional charge.
2	Required	Provide spelling / grammar check in data entry and note fields	Y	Uses the PC/Laptop built in dictionary
3	Required	Ability to update spell checker.	Y	Add words to the Pc/laptop/tablet dictionary or add an additional dictionary
4	Required	Change required fields based on user and program	Y	Patagonia Health support provides this at no additional charge.
5	Required	Provide full audit capability of who accessed what for which client	Y	Fully HIPAA and HITECH act compliant
6	Required	Allows to mark a patient confidential and at multiple levels. i.e., patient level and service/record level	Y	
7	Required	Alerts staff if client data is confidential	Y	For example in the Patient ledger puts those services in red
8	Required	Can build <i>Time & Effort</i> reporting from client charting	Y	Time case studies can be done and reports are written by Patagonia Health Support staff at no additional charge through the subscription service.

9	Required	Alerts user if two people are in the same record	Y	
10	Required	Provides a correspondence log	Y	
11	Required	Patient reminder system for text, phone, and e-mail	Y	
12	Desired	Reminder system translate to another language	Y	
13	Required	Registration allows for different parent guardian options such as same sex, foster parent, guardian and etc. (i.e., parent 1, parent 2, and relationship)	Y	
14	Required	Ability to add additional family members with same demographics and insurance	Y	
15	Required	Appointments be transferred/migrated from our existing EHR to the new proposed EHR	C	
16	Required	Ability to edit/delete/obsolete doctor and school lists	Y	
17	Required	Ability to print/send records to another provider, specifically if the provider asks for a specific date range or only a specific piece of information	Y	
18	Required	Ability to create address labels to parent/guardian and not the client. i.e., letters are sent to parent and not child.	C	
19	Required	Ability to sign off on documentation	Y	
20	Required	Automated method to complete clinician orders	Y	
21	Required	Ability to correct charting errors	Y	
22	Required	Alert system to flag charts for Clinician to review	Y	
23	Required	Real-time charting (multiple staff charting at same time and no need to go out and refresh and go back in to see charting)	Y	
24	Required	Pre-set plans/documentation (not just orders) for clinician	Y	
25	Required	Case management function (Abnormal pap follow up process)	Y	
26	Required	Eliminate dual entry for FPAR and etc.	Y	
27	Required	ICD 10 & diagnostic codes are maintained by vendor	Y	
28	Required	Ability to send e-fax medical records. Extra cost?	Y	
29	Desired	Ability for lab orders and results to be documented in client record	Y	

30	Required	Ability to order and retrieve client medication history from pharmacy database, including medical allergies	Y	
31	Required	Security measures within client record. Track who made changes by date and time.	Y	
32	Required	Print/e-fax/send pharmacy prescriptions	Y	
33	Desired	Send Rx script to pharmacy automatically	Y	
34	Required	Ability to track patient check in time, nurse time, check out time using an automatic stamp? I.e., ability to do time study?	Y	
35	Required	Show if a patient/customer is being serviced by another program?	Y	
NUMBER	REQUIRED	BILLING	CODE	COMMENTS
1	Required	Must interface with various claims clearinghouses. Is there an additional costs?	Y	Patagonia health has a built in clearinghouse so there is no need to interface to other clearinghouses. Provided at no additional charge. No transaction charges either.
2	Required	Create electronic claims to multiple payors	Y	
3	Required	Produce and allow edits to claim batches prior to submission	Y	System is a realtime but can be changes before claim is sent.
4	Required	Mark claims that have been submitted for payment	Y	
5	Required	Utilize multiple claiming rates with effective dating	Y	
6	Required	Allow multiple payors per client, with effective dating	Y	
7	Required	Prioritize primary / secondary / tertiary payors for a client	Y	
8	Required	Be able to resubmit claims	Y	
9	Required	Automatic claim submission and response integration with the clearinghouse	Y	
10	Required	Scrub claims before they are sent out	Y	
11	Required	Vendor maintains State and Federal billing mandates, including custom reporting requirements.	Y	
12	Required	Automatic insurance verification system. If yes, is there an additional charge?	Y	no additional charge
NUMBER	REQUIRED	CASHIERING	CODE	COMMENTS
1	Desired	Can the proposed system provide a customer receipt to show the total cost, discount with sliding fee, and diagnostic codes? If not, please provide cost and timeline.	Y	

2	Desired	Can the proposed system, provide a report to balance the user's cash drawer? Calculate net gain at batch closure. Starting balance – money received – (cash, credit card, insurance) = net gain. If not, please provide cost and timeline.	Y	
3	Required	Does the proposed system, handle transaction security at the user level? If not, please provide cost and timeline. Describe.	Y	
4	Desired	Can the system void payments?	Y	
5	Desired	Does the vendor's system have the capability to merge duplicate profiles? If so, how are any receipts and accounts receivable data reconciled between the two profiles?	Y	
6	Required	Providing a web-API allowing an external system to retrieve accounts receivable information (e.g. amount owed, and item owed on) if passed a customer name, account number or other personally identifiable information AND B) Receiving a data file (format unspecified at this time) containing transactions posted in the County's Tyler Cashiering system for receivables and customers contained in the vendor's system and using the data file to replicate transactions posted in County Tyler Cashiering to the vendor's system.	C	
NUMBER	Required	CLINICAL	CODE	COMMENTS
1	Required	Clinical records can be locked and unlocked / amended.	Y	
2	Required	Track CSHCS Plans of Care	Y	
3	Required	Full integration with the Ages & Stages Questionnaires®, Third Edition (ASQ-3™)?	C	
NUMBER	REQUIRED	DOCUMENT MANAGEMENT	CODE	COMMENTS
1	Required	Does the proposed system support paperless forms?	Y	
2	Required	Ability to store paperless forms / documents. (Network Share, Database Storage, 3 rd Party Integration options, etc)	Y	
3	Required	Able to provide workflow routing within the Document Management system	Y	
4	Required	Support a variety of file formats can be attached to a client record (JPG, PDF, XLS, DOCX, etc)	Y	
5	Required	Electronic consent signatures are gathered and stored (patient and staff)	Y	

6	Required	No size limit for scanned documents		
NUMBER	REQUIRED	IMMUNIZATION	CODE	COMMENTS
1	Required	Manage multiple inventories such as vaccinations for Children (VFC) and Private Stock	Y	
2	Required	Manage inventory by lot number	Y	
3	Required	Vaccine Information Statements (VISs) automatically based of Clinical appointment workflow	Y	
4	Required	Utilize vaccine 2D barcode scanning and printing to assist with data entry	Y	
5	Required	Print a client's Immunization Record History	Y	
6	Required	Vaccine inventory dropdown list multi-vaccine options to choose VFC, private stock, or MI-AVP, based on the client's insurance	Y	
7	Required	Can enter expired vaccine to a patient record if it was given in error for documentation purposes	Y	
8	Required	Provide a notification system for expired vaccine	Y	
9	Required	Capture patient travel itinerary for an immunization travel clinic client	C	
10	Required	Ability to update the Vaccine Information Statement (VIS), to document the most current VIS with the given vaccine	Y	
11	Required	Ability to transfer vaccine inventory from one site to another to display separate inventories	Y	
12	Required	Ability to separate vaccine inventories for VFC and Private stock, some may have the same lot numbers	Y	
13	Required	Ability to document vaccine eligibility status? I.e., VFC	Y	
NUMBER	REQUIRED	LABORATORY SERVICES	CODE	COMMENTS
1	Required	Ability to store test results linked to Clinical Services (Immunizations, Refugee, STD / PHS, etc) documentation	Y	
2	Required	Interface with Laboratory Services. (Test run files, Barcode Label Printing, Test run sheet for test machines to read, Result file import, etc)	Y and C Lacor p/Que st Y	

NUMBER	REQUIRED	PATIENT INTERACTION	CODE	COMMENTS
1	Required	Allow for patient communication utilizing text messaging (SMS)	Y	One way
2	Required	Ability for bidirectional communicate via SMS with patients	C	
3	Required	Allow for patient notification/reminder utilizing automated SMS messages?	Y	
4	Required	Patient notifications utilizing automated phone calls	Y	
5	Required	Ability to filter the patient notifications, mentioned above, to only those patients that have signed consent for that method of communication?	Y	
6	Required	Electronic patient registration and form completion by the patient (Portal, Kiosk, etc)	C	
7	Required	Patient Portal allowing clients to check scheduling, information about care, lab results, etc	Y	
8	Required	Communication between staff tracked and saved in client chart	Y	
NUMBER	REQUIRED	REPORTING	CODE	COMMENTS
1	Required	Contain a reporting and query engine built into system	Y	
2	Required	Reports/queries can be saved and shared	Y	
3	Required	Data in the reports and queries are secured by user role	Y	
4	Required	Vendor creates and maintains all reports, forms, and letters that support the State of Michigan & Federal government mandates including changes. Please note if there is an extra cost.	Y	no extra cost
5	Required	Ability to create custom reports	Y	
6	Required	Ability to create custom letters	Y	

7	Required	Letter creation is automated by rules / triggers within the proposed system. (Referral to an agency triggers a referral letter creation)	C	
8	Required	Report distribution utilizing security groups	C	
9	Required	Ability to share report definition with other LHDs running the proposed solution	C	
10	Required	Ability to schedule reports to automatically run and be e-mailed to staff.	Y and C	
NUMBER	REQUIRED	SCHEDULING	CODE	COMMENTS
1	Required	Allow multiple schedules and different appointment time for each Program? Facility	Y	
2	Required	Schedule templates are created to allow for varying appointment lengths dependent on the services offered	Y	
3	Required	Available appointment timeslots are suggested for multiple locations	Y	
4	Required	Display all LHD facilities' schedules allowing for centralized scheduling	Y	
5	Required	Client notification preferences are automated within scheduling module	Y	
6	Required	Assign daily workload to clinical staff that changes daily (LHD staff are not dedicated to one facility.)	Y	
NUMBER	REQUIRED	FP/STD	CODE	COMMENTS
1	Required	Print and scan labels	Y	
2	Required	Labs can be reviewed for approval before uploaded into EHR	Y	
3	Required	Ability to QA Data (quality assurance and audit) - labs ordered, medications dispensed for day.	Y	
NUMBER	REQUIRED	CHILDREN SPECIAL HEALTHCARE SERVICES	CDOE	COMMENTS
1	Required	Ability to use a contact (outreach) log and referral logs for H&V and CSHCS	Y	
NUMBER	REQUIRED	CD/TB	CODE	COMMENTS
1	Required	Ability to use E scripts and patient medication labels automatically printed	Y	
2	Required	Ability to generate and print lab and radiology orders	Y	

3	Required	Ability to calculate total doses given by self-administration or DOT for each phase of the medication regimen	Y	
4	Required	Alerts for routine screenings/tests for TB cases	Y	
NUMBER	REQUIRED	MIHP	CODE	COMMENTS
1	Required	Ability to build all MIHP forms electronically	Y	
2	Required	Vendor able to meet State and Federal requirements when changes are made annually. Please note if there is an extra cost.	Y	no extra cost
3	Desired	Forms are accessible via mobile/tablet	Y	any device that can run the Mozilla Firefox Web browser with internet
4	Required	Ability to auto look up on MA (Medicaid) number and active status.	Y	
5	Required	Ability to auto populate forms to eliminate dual entry. i.e., Professional visit/progress note to POC2, Medicaid numbers, demographics and etc throughout all MIHP forms from EHR	Y and C	included further integration ideas from Ottawa staff no additional charge
6	Required	Ability to make certain fields required on the progress visit note.	Y	
7	Required	POC 2 is easy to use on one screen (all care plans and domain risk level interventions on same page)	Y and C	included further integration ideas from Ottawa staff no additional charge
8	Required	Ability to access / view interventions while charting on the note at the same time	Y	
9	Required	Ability to get summary of services provided by report or dashboard	Y	
10	Required	Ability to capture electronic signatures	Y	
11	Required	Ability to do EHR charting/EHR visit notes (verses current system of attaching Word Documents); visit notes with auto-fill (e.g. patient name, MCD number and plan) and/or required sections (that prevent you from making an error/forgetting to check a box)	Y	
12	Required	Ability to access CHAMPS for Medicaid status	NA	No need, built in 270/271 eligibility checker
13	Required	Ability to document a contact log that is not included on a progress note.	Y	
14	Required	Ability to pull information from the client's Care Plan so that only identified risk factors and appropriate risk level interventions can be used for that client	Y	
15	Required	Ability to compile the information needed for the discharge summary- which interventions were used and what referrals were made	Y and C	no extra charge form setup if you have a custom discharge encounter form
16	Required	Ability to correct charting errors without redoing the entire progress note- i.e., ability to leave a record of the correction, but still allow the update/correction.	Y	
17	Required	Ability to pull information from the client's Care Plan so that only identified risk factors and appropriate risk level interventions can be used for that client	Y	

18	Required	Ability to use the calendar to open the electronic record for selected name/appointment	Y	
19	Required	Ability to clients that are high nutrition domain for maternal and infant	C	
20	Required	Ability to provide a discharge report to flag clients within 30 days of ready to discharge	C	
21	Required	Ability to build active maternal and infant list/report for each provider	Y	
22	Required	Ability to report for number of encounters for each month to see if it was billed per provider	Y	
23	Required	Ability to get an ASQ Report	Y	
24	Required	Ability to get a Date of last visit report	Y	
25	Required	Ability to create a report to make sure contact log / note section is included per each infant and/or maternal client on MSS and ISS visit note screen	Y	
26	Required	Ability to report a Registered dietitian report to show date of referral to dietitian.	Y and C	
27	Required	Ability to generate a Medicaid analysis report – shows Medicaid status for each client	Y	
28	Required	Ability to generate a MCIR report for 4, 6, and 12 month report	Y	
29	Required	Ability to report number of visits beyond the first allotted 9 visits.	Y	
30	Required	Ability to report RD involvement/visit. Continue to pull from the Procedure count insight report	Y	

**ATTACHMENT C - AUTHORIZATION FOR REFERENCE CHECK
COUNTY OF OTTAWA
RFP 18-14 ELECTRONIC HEALTH RECORDS SOFTWARE**

The undersigned hereby authorizes the County to obtain all information that said recipient may have concerning the undersigned's contract performance history.

The undersigned further authorizes any person contacted to give the County any and all information concerning the undersigned's (and the employees of the undersigned) education, work experience, and character which they may have, personal or otherwise, and releases all parties from all liability for any damage that may result from furnishing the same to the County.

A photocopy of this authorization shall be deemed equivalent to the original.

Dated this 17th day of April 2018, 20 .

Authorized Representative's Signature

04/17/18
Date

Tom Power, Director of Business Development, Patagonia Health Inc

Authorized Representative's Printed Name and Title, Company Name (and Legal Name) for Business

**ATTACHMENT D – VENDOR REFERENCE INFORMATION
COUNTY OF OTTAWA
RFP 18-14 ELECTRONIC HEALTH RECORDS SOFTWARE**

1. Reference Name/Company: Kalamazoo County Health
Contact Person/Title: Bob Avery
Contact Phone Number: 269-373-5391 Contact Email: rsaver@kalcounty.com
Comment: Please see attached reference list and Mi customer list. Ok to contact any.

2. Reference Name/Company: Washoe County Health District
Contact Person/Title: Steve Kutz, Division Director,
Contact Phone Number: (775) 328-2400 Contact Email: skutz@washoecounty.us
Comment: _____

3. Reference Name/Company: Mid Michigan Health Dept
Contact Person/Title: Melissa Bowerman
Contact Phone Number: 989-831-5237 Contact Email: mbowerman@mmdhd.org
Comment: _____

4. Reference Name/Company: Central Mi Health Department
Contact Person/Title: Kelly Conley
Contact Phone Number: (989) 426-9431 ext. 1315 Contact Email: KConley@cmdhd.org
Comment: _____

5. Reference Name/Company: St Clair County HD
Contact Person/Title: Greg Brown
Contact Phone Number: 810-987-5300 X1403 Contact Email: gbrown@hd.stclaircounty.org
Comment: _____

**ATTACHMENT E - CERTIFICATION FOR INSURANCE AND INDEMNITY REQUIREMENTS
COUNTY OF OTTAWA
RFP 18-14 ELECTRONIC HEALTH RECORDS SOFTWARE**

Potential Vendors must understand and agree that financial responsibility for claims or damages to any person or to companies and agents shall rest with the Vendor. The Vendor must affect and maintain any and all insurance coverage, including, but not limited to, Worker’s Compensation, Employer’s Liability and General, Contractual and Professional Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker’s Compensation laws or other insurance.

Compliance with Government Requirements – the Vendor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by federal and state laws.

Evidence of Insurance – Evidence of Workers’ Compensation and Employers’ Liability, Commercial General Liability and Automobile (if applicable) and Professional Liability (if applicable) Insurances shall be provided to Ottawa County.

The successful Bidder shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arrive from claims of tort, statutes, and benefits under Worker’s Compensation laws, as respects damages to persons or property and third parties in such coverages and amounts as required and approved by Ottawa County. Acceptable proof of such coverage’s shall be furnished to Ottawa County prior to service under the contract.

The Bidder is indemnifying and holding harmless the County, its employees, agents and volunteers against and from all claims, judgments, losses, damages, payments, costs and expenses of every nature and description including attorney’s fees arising out of or resulting from the Bidder’s performance or nonperformance of the work described.

Types of Coverage and Limits of Liability - The Vendor shall provide evidence of the following coverages and minimum amounts prior to the implementation of services. Vendor(s) must maintain the following insurance during the term of the contract:

Worker’s Compensation and Employers’ Liability

Workers’ Compensation Limits	Michigan Statutory
Employers’ Liability Limits	\$500,000 Each Accident
	\$500,000 Each Employee, Injury by Disease
	\$500,000 Policy Limit, Injury by Disease

ATTACHMENT E - CERTIFICATION FOR INSURANCE AND INDEMNITY REQUIREMENTS - continued

Commercial General Liability

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

There shall be no Products/Completed Operations or Contractual Liability exclusion. The General Aggregate limit shall apply separately per location or project.

Automobile (if applicable)

Residual Liability Limit	\$1,000,000 Each Accident
Personal Injury Protection	Michigan Statutory
Property Protection Insurance	Michigan Statutory

Coverage shall apply to any auto, including owned, non-owned, and hired. There shall be no Contractual Liability exclusion.

Professional Liability (if applicable)

Limit of Liability	\$2,500,000 Aggregate Limit
--------------------	-----------------------------

A certificate of insurance detailing your coverage which meets the above requirements may be requested as a part of this RFP. The certificate must indicate that insurers will provide us written notice thirty (30) days prior to terminating any policy.

Additional Insured Endorsement to the Commercial General Liability policy must accompany the certificate, OR the Certificate must state that the General Liability policy includes a blanket additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured. A certificate of insurance shall be submitted for review to the County for each successive period of coverage for the duration of this agreement.

The undersigned certifies and represents an understanding of the County’s Insurance and Indemnification requirements. The undersigned acknowledges that the County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

04/17/18

Authorized Representatives Signature

Date

Tom Power, Director if Business Development, Patagonia Health Inc

Authorized Representative’s Printed Name and Title, Company Name (and Legal Name) for Business

**ATTACHMENT F – DEBARMENT AND SUSPENSION
COUNTY OF OTTAWA
RFP 18-14 ELECTRONIC HEALTH RECORDS SOFTWARE**

The Bidder certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) 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 charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

04/17/18

Authorized Representative's Signature

Date

Tom Power, Director if Business Development, Patagonia Health Inc

Authorized Representative's Printed Name and Title, Company Name (and Legal Name) for Business

ATTACHMENT G – PROPOSAL PRICING FORM
COUNTY OF OTTAWA
RFP 18-14 ELECTRONIC HEALTH RECORDS SOFTWARE

The undersigned hereby agrees to perform all work in accordance with the specifications, terms, and conditions of the County Request for Proposal #18-14 as proposed. Proposal pricing reflects a commitment of the terms indicated. Please complete the following:

Pricing quoted to assume 80 named users. Please include costs and note the method of billing (monthly/annual, payment terms, Implementation services, Support/Maintenance).

1. IMPLEMENTATION SERVICES– Include any acquisition costs and professional services required for configuration and set-up. (NOTE: not to include any integration services, data migration, training, support/maintenance, customization or equipment/hardware).

\$ 103,000

Billing method: see attached sheet. We will work with you on a mutually agreeable payment schedule but the attached is our standard.

2. DATA-MIGRATION SERVICES – Describe any assumptions. (One-time fee to convert and migrate existing historical data).

\$ Included plus \$5,000 for Calendar Data

Billing method: We have included this in our setup costs. It is flat fee. See the detailed pricing contract sheet we have included.

3. ANNUAL COSTS –Please provide pricing for all associated costs, as applicable.

A. LICENSING

\$ No licensing costs- SAAS Service

B. SUPPORT SERVICES/
MAINTENANCE

\$ Included in SAAS Costs below. NO limits and it includes new versions every 6 weeks.

C. SaaS /
CLOUD-HOSTING

\$ \$5200 monthly and this includes maintenance and support and all hosting. See detailed sheet included.

D. ANNUAL COSTS RELATED TO EXISTING SOFTWARE INTEGRATIONS

System: _____ Cost \$ _____

System: _____ Cost \$ _____

System: _____ Cost \$ _____

System: _____ Cost \$ _____

Billing method: _____

E. OTHER (Please describe any additional Annual Costs not otherwise identified above):

Any optional items you select from the optional items on the enclosed sheets

Billing method: Normally up front at start of project.

- 4. TRAINING SERVICES – Include all user training and on-site services provided through the Implementation Plan. Include pricing for any ongoing training available, as applicable.

\$ **27,000**

Billing method: normally at start of project

- 5. SaaS / CLOUD-HOSTING SERVICES (annual) – Provide pricing for annual cost of cloud-hosting services only if NOT already included as part of the Annual Costs above in Item 2.

\$ **Included above**

Billing method: _____

- 6. EXISTING INTEGRATIONS INTERFACE SET UP – Provide pricing for interface set up for all optional existing 3rd-party integrations.

System: _____ Cost \$ _____

System: _____ Cost \$ _____

System: _____ Cost \$ _____

System: _____ Cost \$ _____

Billing method: _____

7. TYLER CASHIERING INTEGRATION – CUSTOM: Recognizing the open-ended nature of the Tyler integration, the County wishes the vendor to quote integration on a time and materials basis with a not-to-exceed cap. This arrangement will provide a flexibility to the County and EHR vendor as well as a hard number for County budgeting purposes.

(Option 1) Push Integration Method Cost

Not-to-Exceed: \$ 42,0000 please see the attached sheet for detailed writeup

(Option 2) Pull Integration Method Cost

Not-to-Exceed: \$ _____

Billing method: 50% at start of project and 50% at go-live.

COMMENTS: (Please describe all assumptions in the calculation and quoting of prices. Identify estimated hours and staffing required to complete the custom integration).

8. YEAR SIX AND BEYOND OPTIONAL 24-MONTH RENEWALS

(Provide a not-to-exceed percentage increase and any pricing index the increase may be based on):

4% or CPI (higher of 2) %

COMMENTS: (Please describe all assumptions in the calculation and quoting of prices. Identify any one-time or other discounts, pricing tiers for licensing/user accounts, other pricing factors.

We have included a detailed pricing and our standard contract that details out this project. We will wor

	04/17/18
Authorized Representative's Signature	Date
<u>Tom Power, Director of Business Development</u>	

Authorized Representative's Printed Name and Title, Company Name (and Legal Name) for Business

EXHIBIT A – EHR-TYLER CASHIERING REAL-TIME INTEGRATION SPECIFICATION FOR COMPLETE DETAILS

EMR – TYLER CASHIERING REALTIME INTEGRATION SPECIFICATION

1. PURPOSE

The purpose of this document is to generally describe the requirements and methods for integrating Ottawa County's (hereafter County) new Electronic Medical Records (EMR) system to Tyler's Cashiering product to conduct point of sale (POS) transactions. This integration represents a change for the County, as previously all transactions were dual entered in the EMR and Tyler POS systems. Note that the intent of the integration is to utilize the County's existing POS for tendering, crediting general ledgers, and enforcing internal controls while eliminating risk of human error with dual entry.

2. BACKGROUND INFORMATION

For this specification, the EMR system will be referred to as an accounts receivable system. Only the EMR will keep track of patient balances. Customer profiles and accounts will NOT be maintained in Tyler. Tyler Cashiering will only be aware of patient balances if/when a payment is made on an account¹.

From a user-interface perspective, users can complete POS transactions for EMR accounts using one of the following methods:

1. Push receivables from the EMR to a queue in Tyler Cashiering. This involves clicking on a custom button in the EMR to push the relevant billing information from the EMR to Tyler Cashiering's queue. **Note: it is not possible to open Tyler Cashiering by clicking the 'send to queue' button in the EMR.
2. Pull receivables from the EMR into Tyler. The user would enter either a patient name, ID or other identifier tied to the patient or the patient's bill.

At this time, the County prefers a push integration over a pull integration type. Nevertheless, pricing is requested from consultants to support both types of integrations. Figure 1 contains an illustration of the different integration methods that the EMR vendor must support.

¹ The County recognizes that approximately 70% of payment dollar volume is received from insurance, Medicare and Medicaid. At this time it is not known or whether posting reimbursement from insurance will work with the integration.

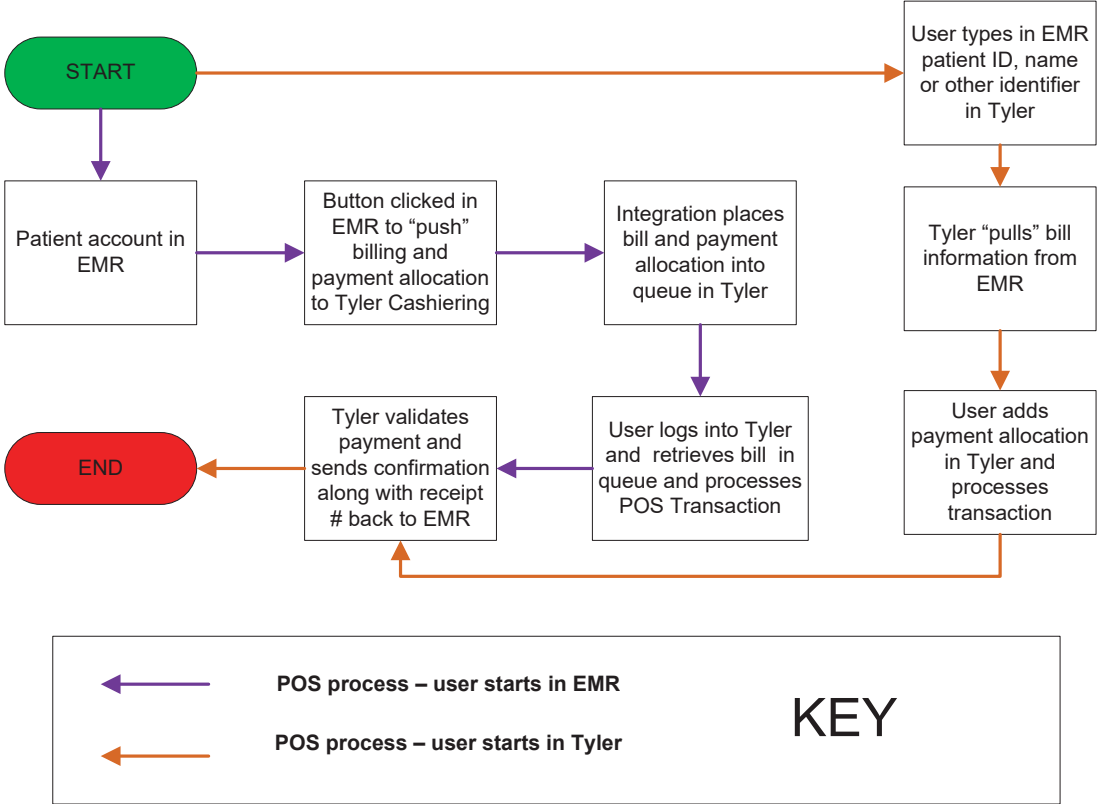


FIGURE 1- ILLUSTRATION OF EMR – TYLER INTEGRATION METHODS

3. INTEGRATION SCOPE

In order to facilitate the integration, the vendor must provide the following components:

- A. Secure web service exposing methods and accounts receivable data from the EMR
- B. Custom button in on the applicable EMR screen(s) which invokes the aforementioned web service to send accounts receivable data for a particular customer to a queue in Tyler Cashiering.
- C. Method to receive web service communications from Tyler Cashiering containing receipt number, payment information, and/or voided transactions and automatically credit/debit EMR accounts receivable from POS information transmitted from Tyler Cashiering.
- D. Ability to configure EMR transaction codes (e.g. immunization code = IMU) to match cash codes as configured in Tyler Cashiering.
- E. Be able to combine multiple payments in one transaction. I.e., a parent would like to pay for their family of 4 for immunizations in one transaction. The EMR must be able to select more than one item to push to Tyler in a batch. On return from Tyler the EMR must know how to deconstruct the payment received from Tyler to apply it correctly in the EMR for each item selected (person in the family) that was batched for payment.

Components is described in more detail in the subsections below.

3.1. SECURE WEBSERVICE (SEND DATA)

The chosen EMR vendor has wide latitude in how to create the secure web service to push data from the EMR to Tyler Cashiering. At a minimum, the web-service must meet the following requirements:

- A. Uniquely identify each payable down to the line-item level detail. For example, John Smith has an encounter in the EMR dated 3/20/2019 for an immunization, physical, and bloodwork. The EMR would have to provide an identifier to Tyler Cashiering that uniquely identified the physical rendered at an encounter dated 3/20/2019 for patient John Smith. The unique identifier will be sent back from Tyler to the EMR following the point of sale transaction to credit the specific service that was tendered in the patient record.

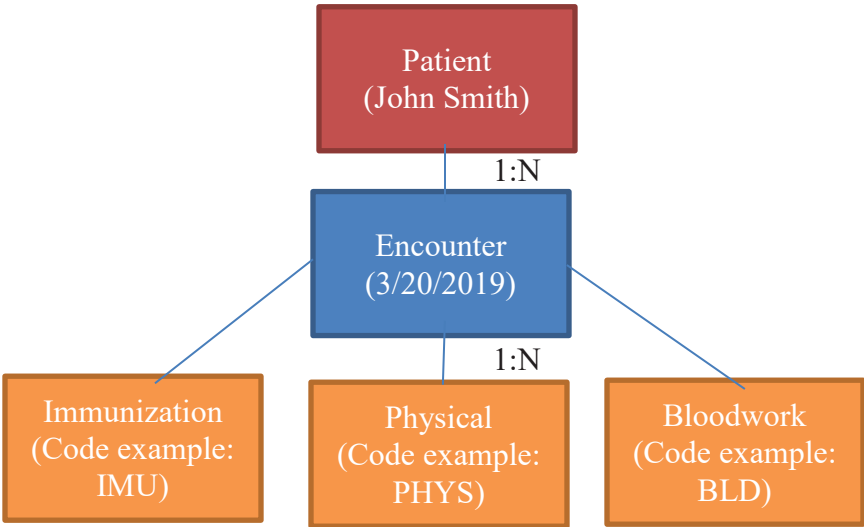


FIGURE 2 – ENTITY RELATIONSHIP DIAGRAM

- B. Transmit accounts receivable ‘alerts’ from the EMR to Tyler as follows:
 - o Any receivables marked billed to insurance
 - o If encounters are marked confidential in the EMR, a confidential status should be transmitted for all of the associated payables under the encounter.
- C. Allow Tyler Cashiering to ‘call’ the EMR for customer accounts receivable if passed a customer name or patient ID (preferably an ID that is maintained by the EMR and not a patient’s social security number).
- D. The EMR system must log transmission of all data sent and received to/from Tyler Cashiering in a format that is retrievable by System Administrator. Logging must include the date and time the transmission was made, name of user who initiated the transmission and identify the scope (data) sent/received via transmission, and if possible, whether the transmission was successfully received by Tyler Cashiering.
- E. The County currently has an on-premise installation of Tyler Cashiering. Therefore, the web service developed by the EMR vendor must support transmissions through the County’s firewall (assuming the EMR vendor solution is vendor-hosted).
- F. The web service should send data to Tyler instantaneously (not to exceed 1 second).

- G. Can the EHR's user id match Tyler Cashiering's user id so that users may only see their own batches in queue?

3.2. CUSTOM BUTTON

In general, accounts receivable transmission from the EMR to Tyler Cashiering will be initiated on a case-by-case basis by users through the EMR user interface (UI). For example, users will only wish to make transmissions from the EMR to Tyler if/when payment is provided for services managed in the EMR. Users must have some way to initiate this data transmission to Tyler. A clickable button is envisioned to meet this requirement.

This button should be added to the EMR UI on screen(s) that display accounts receivable data for a particular customer. If the EMR UI does not separate receivables by encounter (i.e. there are multiple encounters and their associated receivables on one screen), then the EMR must prompt the user to identify which encounter's receivables should be transmitted to Tyler Cashiering.

It is assumed the EMR will have user-level security controlling the ability to tender payment on customer accounts to certain users in a security group. If this is the case, then the button should only be visible or useable (e.g. if button is 'greyed out' it would not be useable) to users in an EMR security group with permissions to tender payment. There should be no restrictions related to how many times an authorized user can click the button. However, if possible, a warning message should appear if the button is clicked > 1 time on the same EMR customer's payable screen notifying the user that a previous transmission for the customer's account was already made to Tyler.

3.3. METHOD (RECEIVE DATA)

In addition to transmitting data to Tyler Cashiering, the EMR will receive transmissions from Tyler Cashiering as follows:

- Requests to transmit accounts receivable data given a customer name or unique ID. Tyler will initiate these requests from the EMR by passing the EMR the unique customer ID or name. In the case where a name is passed from Tyler to the EMR, there may be more than one customer/account match. If this is the case, return all of the matches to the name inquiry from the EMR.
- Tyler Cashiering will be the point of sale (POS) system of record and handle all receipting functions for receivables in the EMR. As a result, the receipt number, tender types and revenue credited in Tyler Cashiering must be reflected in the EMR. Following receipt of payment for payables in the EMR, Tyler Cashiering will return to the EMR the amount paid, tender types, and applicable receipt number for the transaction back to the EMR. The EMR must have methods to receive this information from Tyler and post the receipt number² and applicable credits (and associated tender types) to the patient's accounts receivable account in the EMR.
- Previously receipted transactions in Tyler can be voided to correct mistakes, back out payment received on insufficient funds (bad checks, or canceled credit card transactions), or return payment to the payee. Voids will be initiated by staff in Tyler Cashiering. If/when voids are initiated in Tyler Cashiering, they will be transmitted to the EMR. The EMR system must have methods to receive

² Tyler receipt numbers are formatted in two parts separated by a hyphen. The first part represents the batch number whereas the second part represents the receipt number. Receipt numbers are unique in each batch. Batch-receipt numbers are universally unique.

voids from Tyler Cashiering and void receipts and tender previously received from Tyler. Following void, the EMR system must debit the customer's account in the amount of the voided transaction.

4. IMPLEMENTATION INTENT & QUOTE REQUEST

It is the County's intent to implement the vendor's core EMR product without initially having an integration to Tyler Cashiering. This is preferred to allow users time to acclimate to a new system without having to deal with the added complexity of a new receipting process. Once the core EMR product has been implemented, the County will issue a notice to proceed on integration to the chosen EMR vendor. The EMR vendor will implement the above mentioned functionality in a test system and provide a specification for web services and associated methods to the County.

The County will initiate a separate contract (with Tyler) to engage Tyler in building out their side of the integration with the chosen EMR vendor. Please note that Tyler will need access to the chosen EMR vendor's beta system containing the EMR vendor's side of the integration as well as test data to complete their side of the integration. Tyler anticipates a period of 5 months' time to complete their side of the integration. Please indicate whether any non-disclosure agreements are needed to grant Tyler access to the chosen EMR vendor's beta system.

Recognizing the open-ended nature of the Tyler integration, the County wishes the vendor to quote integration on a time and materials basis with a not-to-exceed cap. This arrangement will provide a flexibility to the County and EMR vendor as well as a hard number for County budgeting purposes.

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/15/2018

Requesting Department: Ottawa County Department of Public Health

Submitted By: Misty Cunningham

Agenda Item: Pathways to Better Health HUB Clearinghouse Services Contract with Care Coordination System

Suggested Motion:

To approve and forward to the Board of Commissioners the contract with Care Coordination System to provide Pathways to Better Health HUB Clearinghouse Services for the Ottawa County Department of Public Health at a cost not to exceed \$37,400.00 for the first year and \$22,400 in each year thereafter, pending legal review.

Summary of Request:

In 2014, the Ottawa County Community Health Needs Assessment was conducted and identified three priority areas: access to health care, mental health, and healthy behaviors. Utilizing the assessment results a cross sector group of stakeholders came together to formulate the county's most pressing issues within the three priority areas and develop strategies for improvement. The top identified strategy to impact Access to Health Care was to implement a model that deployed trained community health workers (CHW) to improve care coordination for individuals at the highest risk for poor health outcomes.

In response, the Ottawa Pathways to Better Health (OPBH) program was created which uses an evidence based model designed to identify and address individual risk factors. These risk factors are translated into Pathways and are tracked to completion. CHWs use a standard checklist to identify needs, assess progress, help reduce barriers and provide education and support. Funding was secured for the three year pilot project from the Michigan Health Endowment Fund, Foundation of the Holland Zeeland Area, Community Mental Health of Ottawa County, Grand Haven Area Community Foundation, Greater Ottawa County United Way, Holland Hospital, North Ottawa Community Health System, Ottawa County Department of Public Health and Spectrum Health Zeeland community Hospital.

Financial Information:

Total Cost: \$37,400.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 3, Objective 2: Maximize communication with citizens.

Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan S. Vandenbergh*

Committee/Governing/Advisory Board Approval Date:

Summary of Request Continued:

A Request For Proposal was developed and released to secure Pathways to Better Health HUB clearinghouse services which include intake referral, client eligibility assessment, EMR software, third-party contract negotiation and billing. Ingham CareHub was selected as the vendor and in January, 2017, Ottawa County Department of Public Health entered into a one year contract that would remain in effect for additional, successive one year terms, provided that the parties execute a written amendment providing for renewal prior to the expiration of the then current term. The OCDPH received the 2018 Ingham CareHub agreement amendments which showed approximately 250% increase in contract fees. It was determined that not only was it cost prohibited but also did not commiserate with the scope of service provided. Upon further negotiations with Ingham CareHub, it was determined that without additional revenue, Ingham CareHub could no longer financially support HUB services and will be terminating contracts with all HUB partners by July 2018.

The OCDPH and its partners have reached out to Care Coordination System (CCS) to request a RFI for software services. CCS is the only vendor designed specifically for the PBH model. CCS was founded to support and enhance national certification initiatives for Pathways Community HUBS by proving leading edge data systems, training and best practices to sustainability.

The Goals of the new system (CCS):

- 1) Provide a secure, private cloud base service for OPBH referral intake and care coordination
- 2) Provide negotiation with third party payers and billing mechanism
- 3) Provide data analysis and report development

The cost of the CCS is:

Licensing (up to 10 licenses):	\$20,000 annual fee
Support services and maintenance:	\$2,400 annual fee
Training:	\$15,000 One-time cost

The annual fee of \$22,400 has been budgeted and is comparable to the cost charged by Ingham CareHub. The one time training cost and any other incidental costs will be covered by overestimation in healthcare cost and Medicaid outreach for fiscal year 2017/2018.

No county general fund is being requested for this purchase.

Suggested Motion:

Pending legal review and final contract negotiation, the Ottawa County Department of Public Health (OCDPH) is requesting to approve and forward to the Board of Commission for final approval, the purchase of Care Coordination System (CCS). Care Coordination System is a new vendor that OCDPH has selected to replace our existing contract with Ingham CareHub and the use of their software system, Essette.

Summary of Request:

In 2014, the Ottawa County Community Health Needs Assessment was conducted and identified three priority areas: access to health care, mental health, and healthy behaviors. Utilizing the assessment results a cross sector group of stakeholders came together to formulate the county's most pressing issues within the three priority areas and develop strategies for improvement. The top identified strategy to impact Access to Health Care was to implement a model that deployed trained community health workers (CHW) to improve care coordination for individuals at the highest risk for poor health outcomes.

In response, the Ottawa Pathways to Better Health (OPBH) program was created which uses an evidence based model designed to identify and address individual risk factors. These risk factors are translated into Pathways and are tracked to completion. CHWs use a standard checklist to identify needs, assess progress, help reduce barriers and provide education and support. Funding was secured for the three year pilot project from the Michigan Health Endowment Fund, Foundation of the Holland Zeeland Area, Community Mental Health of Ottawa County, Grand Haven Area Community Foundation, Greater Ottawa County United Way, Holland Hospital, North Ottawa Community Health System, Ottawa County Department of Public Health and Spectrum Health Zeeland community Hospital.

A Request For Proposal was developed and released to secure Pathways to Better Health HUB clearinghouse services which include intake referral, client eligibility assessment, EMR software, third-party contract negotiation and billing. Ingham CareHub was selected as the vendor and in January, 2017, Ottawa County Department of Public Health entered into a one year contract that would remain in effect for additional, successive one year terms, provided that the parties execute a written amendment providing for renewal prior to the expiration of the then current term. The OCDPH received the 2018 Ingham CareHub agreement amendments which showed approximately 250% increase in contract fees. It was determined that not only was it cost prohibited but also did not commiserate with the scope of service provided. Upon further negotiations with Ingham CareHub, it was determined that without additional revenue, Ingham CareHub could no longer financially support HUB services and will be terminating contracts with all HUB partners by July 2018.

The OCDPH and its partners have reached out to Care Coordination System (CCS) to request a RFI for software services. CCS is the only vendor designed specifically for the PBH model. CCS was founded to support and enhance national certification initiatives for Pathways Community HUBS by proving leading edge data systems, training and best practices to sustainability.

The Goals of the new system (CCS):

- 1) Provide a secure, private cloud base service for OPBH referral intake and care coordination
- 2) Provide negotiation with third party payers and billing mechanism
- 3) Provide data analysis and report development

Financial Information:

The cost of the CCS is:

Licensing (up to 10 licenses):	\$20,000 annual fee
Support services and maintenance:	\$2,400 annual fee
Training:	\$15,000 One-time cost

The annual fee of \$22,400 has been budgeted and is comparable to the cost charged by Ingham CareHub. The one time training cost and any other incidental costs will be covered by overestimation in healthcare cost and Medicaid outreach for fiscal year 2017/2018.

No county general fund is being requested for this purchase.

Action is related to Strategic Plan:

Goals:

Goal 3: To contribute to the long-term economic, social and environmental health of the County.

Goal 4: To continually improve the County's Organization and Services.

Objectives:

Goal 3-2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 4-1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

Goal 4-4 Examine opportunities for increased cooperation and collaboration with local government and other partners.

Software License Agreement

This Software License Agreement between the **County of Ottawa**, 12220 Fillmore Street, West Olive, Michigan 49460, for and on behalf of the **Ottawa County Department of Public Health** (“the Customer”) and **Care Coordination Systems LLC** (“CCS”) details the terms and conditions by which CCS will permit the Customer to access and use CCS’s *Pathways HUB Connect* platform, including the *Pathways Mobile* tablet application (collectively, “the Software”).

1. Grant of License. Subject to the terms of this Agreement and the Specifications attached to this Agreement, which are incorporated here by reference, CCS grants the Customer a nonexclusive, nontransferable (except as otherwise provided below) license (“the License”) for individuals identified by the Customer (“Licensed Users”) to use the Software in accordance with this Agreement. Unless otherwise provided in the Specifications, the License granted herein is granted solely to the Customer and not, by implication or otherwise, to any parent, subsidiary, or affiliate of the Customer.

2. Scope of License.

(a) Under this License, the Customer may enter data, generate reports, and print out, or otherwise make, printed or electronic copies (“Copies”) of the reports, numeric results, and other information or materials generated from Customer's access and use of the Software for the Customer’s business purposes. As used in the previous sentence, the phrase “the Customer’s business purposes” specifically includes (but is not limited to):

- (1) providing care coordination, health, and social services to the Customer’s clients,
- (2) sharing of client information with service providers and other care coordination agencies through a community HUB, and
- (3) compiling statistics and making reports to state or federal government agencies or private funders regarding the Customer’s care coordination activities.

(b) CCS may reasonably restrict access rights to the Software by issuance and usage of passwords, login controls, encryption, and other means, including Login Credentials described in Section 4 below.

(c) Any future updates, modifications, enhancements or new versions of the Software provided or made available to the Customer by CCS, in accordance with Section 8(c) below, shall be considered Software subject to this Agreement.

(d) CCS may at any time and for any reason elect to modify, discontinue, delete or restrict any aspect or feature of the Software without notice to the Customer or any liability; however, CCS agrees to make commercially reasonable efforts to provide the Customer with reasonable prior written notice of any such changes.

3. Reservation of rights. Except as provided in Sections 1 and 2 of this Agreement, the Customer has no right, title, interest, or license in the Software.

(a) CCS or its licensors own all rights, title and interests in the Software, including trade secrets, patents, copyrights and database rights. Any rights in the Software not expressly granted to the Customer in this Agreement remain the sole and exclusive property of CCS or its licensors.

(b) The Software is protected by applicable United States and foreign laws and treaties, including copyright laws and treaty provisions.

(c) The Customer acknowledges that the Software provided under this Agreement may, either now or in the future, include intellectual property which has been licensed to CCS by third party licensors and CCS represents and warrants that it has sufficient rights to license such intellectual property to Customer. Each licensor of any such intellectual property

(1) has a proprietary interest in that component of the Software,

(2) is a direct and intended beneficiary of this Agreement, and

(3) may, in its sole discretion exercised independently of CCS, enforce all its rights in its intellectual property (including rights under Sections 3, 6, and 13 of this Agreement) directly against the Customer.

4. Licensed Users. In order for the Customer to access and use the Software, the Customer shall pay the License Fee set forth in the Specifications within 30 days of the date of this Agreement or the commencement of any Renewal term, as applicable, and each individual Licensed User identified by the Customer (up to the number of Licensed Users paid for) shall register with CCS, provide CCS with an email address, and obtain a unique user name and password for accessing the Software (“Login Credentials”).

(a) CCS and the Customer agree that CCS may obtain email addresses from Licensed Users upon their accessing and using the Software. Such e-mail addresses will only be used for CCS’ internal business purposes and not disclosed to any third party irrespective of anything to the contrary in the CCS Privacy Policy.

(b) The Customer may add or remove particular Licensed Users at any time without additional fees, by written notice to CCS, so long as the total number of Licensed Users does not exceed the maximum number set forth in the Specifications. Additional Licensed Users in excess of this number may be added upon payment of a pro-rated additional per user license fee.

(c) Unless otherwise set forth in the Specifications or agreed to in writing by CCS, no more than one Licensed User shall at any time have administrative-level access to the Software.

(d) The Customer may increase the maximum number of Licensed Users at any time upon written notice to CCS and payment of an additional per-user license fee (prorated to the end of the current Term of the Agreement) for each additional Licensed User.

(e) The Customer is responsible and wholly liable for all acts or omissions committed by any person using the Login Credentials issued to the Customer's Licensed Users.

(f) The Customer agrees to honor these restrictions and requirements by limiting access to the Software to only the Licensed Users granted Login Credentials by CCS, not allowing those Licensed Users to share or distribute Login Credentials to other individuals not specifically identified by the Customer and granted access rights by CCS, and by developing, implementing and maintaining audit processes and procedures to confirm compliance by the Customer's employees.

(g) Any and all personal information obtained from the Customer or a Licensed User by CCS relating to this Agreement and the Software is subject to CCS's Privacy Policy, and the Customer agrees to the terms and conditions of the Privacy Policy provided that nothing in the Privacy Policy shall permit a disclosure or use of information that would otherwise not be permitted hereunder or the Business Associate Agreement between the parties.

5. Data. The Customer is the owner of all information entered into the Software by the Customer, and all records and information generated through the Customer's use of the Software in accordance with the terms of the License, including individual client records and reports generated by the Software and any other information or data of Customer or its clients to which CCS will have access in connection with this Agreement ("the Data").

(a) Subject to the terms and conditions of this Agreement, CCS will store Data for the Customer as set forth in the Specifications. In so doing, CCS shall follow the same archival procedures for Customer's Data as CCS employs for its own data, as modified from time to time in CCS' sole discretion.

(b) CCS is not responsible for any loss of or inability to retrieve or utilize Data.

(1) In the event of any loss or damage to the Customer's Data, the Customer's sole and exclusive remedy shall be for CCS to use commercially reasonable efforts to replace or restore the lost or damaged Data from the latest backup of such Data which CCS has maintained in accordance with this Agreement, the Service Level Agreement, or CCS' standard archival procedures, or from the Customer's backup, if one exists.

(2) The Customer is permitted to backup any and all Data and Copies on its own system, and CCS recommends that the Customer do so.

(c) The Customer agrees that CCS is permitted to access any and all Data for the purpose of ensuring proper access and use of the Software by the Customer, to maintain and troubleshoot the Software, and to restore Data from backups. Access by CCS' employees will only be on a need to know basis for the foregoing purposes.

(d) Notwithstanding the foregoing, CCS may disclose Data to third parties if such disclosure is required by law, provided that CCS shall

(1) give prompt notice of such requirement to the Customer so it will have the opportunity to seek a protective order or other appropriate remedy; and

(2) cooperate in the Customer's attempts to obtain confidential treatment (such as filing under seal) of any Data which must be disclosed.

(e) Each of the parties shall enter into a "Business Associate Agreement" with the other as required by the Health Insurance Portability and Accountability Act of 1996 and its associated regulations ("HIPAA"). If the terms of the applicable Business Associate Agreement conflict with any terms of this Agreement, the most restrictive terms shall control.

(f) CCS will promptly report to Customer any access, use or disclosure of Data not permitted by this Agreement, and any successful or unsuccessful security incident including any improper access of the Data or a breach of CCS' system whether occurring at CCS or one of its vendors.

(g) The Customer further agrees that CCS is permitted to access and use any and all Data in a de-identified form, and to provide de-identified Data to others, for the purpose of research on public health issues and the effectiveness of care coordination, and in the development of new or improved Pathways. Prior to the first such use of de-identified data, CCS shall obtain the Customer's approval of the de-identified format to be used, which approval shall not be unreasonably withheld.

6. Restrictions on use. The Customer agrees

(a) to only use the Software in the manner, and for the purposes, expressly specified in this Agreement;

(b) not to decompile, disassemble, analyze or otherwise examine the Software for the purpose of reverse engineering (except to the extent this restriction is expressly prohibited by applicable law);

(c) not to delete or in any manner alter any notices, disclaimers or other legends ("Notices") contained in the Software or appearing on any screens, documents, reports, numeric results or other materials obtained by the Customer through use of the Software;

(d) to reproduce and display all Notices on written or electronic Copies the Customer makes in accordance with this Agreement;

(e) not to provide service bureau facilities or commercial time-sharing services to any third party, or supporting operations for any third party, through the access and/or use of the Software;

(f) not to attempt to access any systems, programs or data of CCS or any affiliate of CCS (including other customers of CCS) that are not licensed under this Agreement, or otherwise made available by CCS or an affiliate for the Customer's use;

(g) not to copy, reproduce, republish, upload, post, transmit, or distribute the Software, or any portion thereof, or facilitate or permit a third party to do so;

(h) not to use any device or software to interfere or attempt to interfere with the proper operation of the Software;

(i) not to ship, transmit, transfer, or export the Software into any country or use the Software in any manner prohibited by United States export laws, restrictions or regulations; and

(j) to abide by all applicable local, state, and national laws and regulations, including HIPAA.

7. Hardware and access requirements.

(a) The Customer is solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software, and communications services not owned or operated by or on behalf of CCS that are employed by the Customer to access and use the Software, and for all expenses relating thereto (plus any applicable taxes). The Customer agrees to access and use the Software in accordance with any and all specifications and operating instructions or procedures that may be issued by CCS, and amended by CCS from time to time.

(b) The Customer understands and agrees that the operation and availability of systems used for accessing and interacting with the Software, including the public telephone system, computer networks, Wi-Fi, and the Internet, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Software. CCS is not in any way responsible for any such interference with or prevention of the Customer's access and/or use of the Software except as contemplated by Section 7(c) below and the Service Level Agreement.

(c) The Software will operate and shall be accessible by Customer and Licensed Users as provided in the Service Level Agreement, which is incorporated here by reference.

8. Training and support. CCS will provide the Customer with

(a) training in the use of the Software as set forth in the Specifications to enable the Customer to obtain the full benefit and use of the Software and to obtain the full benefit of any training provided or to be provided from time to time by CCS;

(b) telephone and email support for the Software during normal business hours, as more fully described in the Service Level Agreement (the "Support"); and

(c) discretionary updates and enhancements to the Software, to the extent that CCS generally makes such updates and enhancements available to all of its customers without a separate charge.

9. Services. CCS may offer other professional services related to the Software (“Services”), which may include additional training, consulting, technical support, and/or implementation assistance. Any Services provided under this Agreement shall be subject to the terms of this Agreement, including warranty exclusions and limitations of liability.

(a) Prior to delivery of any Services by CCS, CCS and the Customer will execute a Statement of Work that references the terms of this Agreement. The Statement of Work will contain a description of the Services to be performed, a performance schedule, the location of the work, a fee schedule, and any additional obligations of each party.

(b) Subject to the license rights granted herein, as between the parties, CCS shall own all right, title and interest in and to any and all worldwide patents, copyrights, trade secrets and other intellectual property resulting from CCS’ performance of Services.

(c) Fees for Services shall be specified in the Statement of Work. The fees plus reasonable travel and other out of pocket expenses that are specified in the Statement of Work are billed upon performance and shall be due thirty days after the date of CCS’ invoice.

(d) CCS warrants that any Services provided by CCS shall not infringe upon the copyright, patent or other proprietary rights of others.

10. Warranties.

(a) CCS warrants that, to the best of its efforts and in accordance with industry standards, the Software will not contain any malware or programming devices (*e.g.* viruses, back doors, timers or other disabling devices, etc.) which would disrupt Customer’s use of the services or Customer’s network or destroy or damage data or make data inaccessible or delayed.

(b) CCS warrants that the Software, including Customer’s use of the reports, processes, techniques and methodologies provided by CCS or developed by CCS, shall not infringe upon the copyright, patent or other proprietary rights of others.

11. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT (IN PARTICULAR, IN SECTION 10 ABOVE), THE SPECIFICATIONS AND SERVICE LEVEL AGREEMENT, OR A RELEVANT STATEMENT OF WORK, ALL SOFTWARE AND SERVICES ARE PROVIDED “AS-IS.”

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CCS (INCLUDING ITS MEMBERS, DIRECTORS, OFFICERS, LICENSORS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS) DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE AND SERVICES, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, AND ACCURACY.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SPECIFICATIONS AND SERVICE LEVEL AGREEMENT, OR A RELEVANT STATEMENT OF WORK, CCS DOES NOT WARRANT THAT THE SOFTWARE AND SERVICES ARE OR WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS.

(c) THE CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF CCS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) CCS DISCLAIMS AND MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE REPORTS, DATA, SCORES, RESULTS OR OTHER INFORMATION OBTAINED, GENERATED, OR OTHERWISE RECEIVED BY THE CUSTOMER FROM ACCESSING AND/OR USING THE SOFTWARE AND/OR SERVICES, OR OTHERWISE RESULTING FROM THIS AGREEMENT.

(e) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SPECIFICATIONS, THE SERVICE LEVEL AGREEMENT, OR A RELEVANT STATEMENT OF WORK, USE OF THE SOFTWARE, SERVICES, AND DATA IS ENTIRELY AT THE CUSTOMER'S OWN RISK AND CCS SHALL HAVE NO LIABILITY OR RESPONSIBILITY THEREFOR.

12. LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF CCS IN THE AGGREGATE TO THE CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, AND SERVICES WILL BE LIMITED TO THE CUSTOMER'S DIRECT DAMAGES, IN AN AMOUNT NOT EXCEEDING THE PAYMENTS RECEIVED FROM THE CUSTOMER UNDER THIS AGREEMENT. CCS SHALL NOT BE LIABLE FOR DIRECT DAMAGES IN EXCESS OF THIS AMOUNT, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, AND/OR SERVICES, WHETHER OR NOT CCS AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE). CCS SHALL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM ALTERATION, DESTRUCTION OR LOSS OF ANY DATA INPUT, GENERATED, OR OBTAINED FROM ACCESS AND/OR USE OF THE SOFTWARE AND SERVICES, WHETHER OR NOT CCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS OF DAMAGES AND LIABILITIES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CCS AND THE CUSTOMER, AND THE PRICING FOR THE LICENSE REFLECTS SUCH LIMITATIONS. THE CUSTOMER AGREES THAT THE FOREGOING LIMITATIONS SHALL BE ENFORCEABLE BY CCS TO THE FULL EXTENT THAT LAWS APPLICABLE TO THE CUSTOMER, AND THE LAWS GOVERNING THIS AGREEMENT, ALLOW. THE CUSTOMER AUTHORIZES ANY COURT OR ARBITRATOR ADJUDICATING A DISPUTE UNDER THIS AGREEMENT TO CONSTRUE THE LIMITATIONS SET FORTH ABOVE TO ALLOW THEM TO BE ENFORCEABLE TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW.

13. Confidentiality. The Customer acknowledges that the Software and Services constitute and contain confidential, proprietary and copyrighted information and subject matter of CCS and its licensors (“Confidential Information”).

(a) The Customer agrees not to, directly or indirectly, without CCS's prior written consent,

(1) use Confidential Information for any purposes other than those expressly permitted under this Agreement;

(2) divulge, discuss, provide, transmit, copy, make available or otherwise communicate Confidential Information to a third party; or

(3) permit any third party to use Confidential Information.

(b) Notwithstanding the foregoing, the Customer may disclose Confidential Information if such disclosure is required by law, provided that the Customer shall

(1) give prompt notice of such requirement to CCS so it will have the opportunity to seek a protective order or other appropriate remedy; and

(2) cooperate in CCS' attempts to obtain confidential treatment (such as filing under seal) of any Confidential Information which must be disclosed.

(c) As used in this Agreement, the term “Confidential Information” shall not include information that is shown by clear and convincing evidence in its entirety:

(1) to be in or have entered the public domain by means other than a breach of this Agreement;

(2) to have been possessed by the Customer prior to first receiving it from CCS;

(3) to have been developed by the Customer independently and without use of or reference to the Confidential Information; or

(4) to have been received by Customer from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

14. Indemnity.

(a) The Customer agrees to defend, indemnify and hold CCS (including its members, directors, officers, licensors, employees, subcontractors, and agents) harmless from any losses, liabilities, damages, actions, claims or expenses (including reasonable attorneys' fees and court costs) arising or resulting from the Customer's breach of any term of this Agreement or caused by acts or omissions performed by the Customer or under any Login Credentials issued to the Customer's Licensed Users, including but not limited to reimbursing all of the costs, expenses and fees (including reasonable legal and expert witness fees) incurred by the parties being indemnified.

(b) Notwithstanding the disclaimer of warranties in Section 10 and the limitation of liability set forth in Section 11, CCS will indemnify the Customer (including its members, directors, officers, employees, clients, subcontractors, and agents) and hold it harmless from and against any liability, judgments, claims, damages, losses and expenses (including attorneys' fees) resulting from or related to a claim by any party for infringement of copyright or trademark based on material supplied by CCS to the Customer under this Agreement.

15. Term and termination.

(a) The License shall be effective for an Initial Term beginning on the date the Customer executes this Agreement and ending five years from the anniversary date. The first anniversary date of the software license will be _____. The Initial Term will expire on _____.

(b) The License, and this Agreement, shall be automatically renewed for an indefinite number of two-year terms (each, a "Renewal Term") upon the expiration of the Initial Term if proper notice of termination has not been received before ninety days prior to the expiration of the Initial Term, or the expiration of a prior Renewal Term, upon payment of the License Fee for Renewal Terms set forth in the Specifications.

(c) The License, and this Agreement, may be terminated prior to the end of the Initial Term or any Renewal Term, in the following circumstances:

(1) by mutual agreement of the parties.

(2) immediately, if the Customer fails to pay the License Fee within five business days after the start of any Renewal Term (or any longer period agreed to by CCS in writing prior to the start of the Renewal Term).

(3) immediately, if a party commits a material breach of this Agreement (other than that described in clause (2) above) and fails to remedy that breach within

(a) the time set forth in the Service Level Agreement, or

(b) forty five business days (45) after written notice of the breach from the other party,

whichever is applicable.

Upon termination of this Agreement, all rights under this Agreement, including the License granted to the Customer, will cease and the Customer's access to the Software may be disabled and all Login Credentials cancelled. After access is terminated, the Customer may, at its sole expense and upon reasonable written request, obtain exactly one copy of CCS' most recent backup copy of the Customer's Data.

(d) The obligations of Sections 3, 5, 6, 13, 14, and 16 of this Agreement, the disclaimers and limitations of Sections 11 and 12, the representations and warranties of Section 17(i),

and any and all outstanding Customer payment obligations, shall survive the termination of this Agreement.

16. Remedies.

(a) Arbitration. With the exception of the particular matters described in Section 16(f)(1) below, any unresolved dispute arising out of or relating to this Agreement (including, but not limited to, questions of interpretation) shall be settled exclusively by arbitration; *provided*, however, that the parties may agree to resolve any such issue through mediation or other alternative dispute resolution processes.

(b) Procedural rules. The arbitration shall be conducted by a single arbitrator in Akron, Ohio, in accordance with the National Rules for the Resolution of Commercial Disputes of the American Arbitration Association (“AAA”) then in effect, *provided* that

(1) the discovery provided for under the Federal Rules of Civil Procedure shall be available to both parties, and

(2) the parties may agree to use an arbitrator other than those provided by the AAA.

(c) Authority of the arbitrator. The arbitrator shall not have the authority to add to, detract from, or modify any provision of this Agreement. The arbitrator shall have the authority to order reimbursement of costs, including those incurred to enforce this Agreement, and interest thereon.

(d) Binding effect and enforcement.

(1) This agreement to arbitrate shall be specifically enforceable as provided in Section 16(f)(1)(B) below.

(2) The decision of the arbitrator shall be final and binding on all parties, and judgment may be entered upon the arbitration award in the State courts located in Summit County, Ohio as provided in Section 16(f)(1)(C) below.

(e) Fees and costs.

(1) The fees of the arbitrator, and his or her reasonable expenses, shall be shared equally by the parties unless the arbitrator determines, as part of the award, that a different allocation would be just and equitable.

(2) Attorneys’ fees and expenses of the parties in connection with the arbitration shall be paid by the party who incurs them, unless the arbitrator determines, as part of the award, that a different allocation would be just and equitable.

(3) The fees and expenses (including reasonable attorneys’ fees) incurred to enforce the agreement to arbitrate contained in this Section 16, or to enforce an arbitrator’s award, shall be paid by the party against whom the agreement or award is enforced.

(f) Court proceedings.

(1) Actions permitted.

(A) Injunctive relief. The Customer acknowledges that a violation of Sections 3, 6, or 13 of this Agreement would cause irreparable harm to CCS for which no adequate remedy at law exists and, therefore, agrees that, in addition to any other remedies available, CCS shall be specifically entitled to bring an action for injunctive relief to enforce the terms of Sections 3, 6, or 13.

(B) Agreement to arbitrate. Either party may enforce the agreement to arbitrate contained in this Section 16 by an action for specific performance.

(C) Judgment on an arbitral award. Either party may bring an action to have a judgment entered enforcing an arbitral award.

(2) Jurisdiction and venue. Any action described in this Section 16(f) shall be subject to the exclusive jurisdiction of the State courts located in Summit County, Ohio. The parties

(A) agree that the State courts located in Summit County, Ohio shall have exclusive jurisdiction over any matters described in this Section 16(f);

(B) consent to personal jurisdiction in those courts; and

(C) waive any and all claims to the effect that any of those courts constitutes an inconvenient forum or improper venue.

(3) Except as otherwise provided in Section 16(e)(3) above, all attorneys' fees and expenses of the parties in connection with any such action shall be paid by the party who incurs them, unless the Court determines that a different allocation would be just and equitable.

17. Miscellaneous.

(a) Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between Customer and CCS as it relates to the License, Software, Services, and other subject matter of this Agreement, and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the License, Software, Services, and other subject matter of this Agreement.

(b) Governing law. This Agreement will be governed by the laws of State of Ohio, excluding those relating to choice or conflicts of laws.

(c) Modifications.

(1) Generally. Except as provided in clause (2) below, this Agreement may not be modified except upon mutual agreement by the parties in writing.

(2) Exceptions. CCS reserves the right, at any time, to change

(A) the terms of its Privacy Policy consistent with and subject to Section 4(g),

(B) its published schedule of License Fees (provided that the fees set forth in the Specifications shall take precedence), or

(C) its archival procedures for Data consistent with and subject to Section 5,

and to place in service updates, modifications, enhancements or new versions of the Software, upon providing the Customer with at least 90 days advance written notice of such changes.

(X) Except as otherwise provided in clause (Y) below, any use of the Software or Services by the Customer after notification of any such changes shall constitute the Customer's acceptance of the Agreement, Software, procedures, and/or Privacy Policy as so modified.

(Y) Any proposed increase in the License Fees will not be effective unless agreed to by the Customer.

(d) Force Majeure. CCS is not responsible for any failure to perform, or delay in performing, its obligations due to causes beyond its reasonable control, including, acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like.

(e) Severability. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remainder of the Agreement, which shall remain valid and enforceable according to its terms.

(f) Non-waiver. CCS's failure to exercise or enforce any right or power under this Agreement shall not constitute a waiver of such right or power.

(g) No third-party beneficiaries. Except as otherwise expressly provided in Sections 3(c) and 14(a) above, and in Section 17(j) below, if applicable, nothing contained in this Agreement is intended to confer upon any person other than the parties, and their respective successors in interest, any benefit, right or remedy under or by reason of this Agreement.

(h) Writings and written notice. For purposes of this Agreement, "in writing" includes electronic documents, and "written notice" includes communications sent by electronic mail

(1) to CCS at bob.harnach@ccspathways.com, and

(2) to the Customer at **Ottawa County Health Department**,

(i) Customer representations and warranties. The Customer represents and warrants to CCS that this Agreement was executed by an authorized signatory of Customer with specific authority to enter into and bind the Customer to it.

(j) U.S. Government customers. If the Customer uses the Software or Services on behalf of a U.S. Government agency, this Agreement constitutes the entire agreement between the Government agency and CCS and is binding on Government users in accordance with the policy stated at Federal Acquisition Regulation (FAR) [48 CFR] §§ 12.211 and 12.212 (for non-defense agencies) or Defense FAR Supplement (DFARS) [48 CFR] §§ 227.7201 and 227.7202 (for defense agencies). The Software and Services are commercial items which have been developed at private expense and not under a Government contract. Pursuant to Federal Acquisition Regulation (FAR) [48 C.F.R.] 12.212 (for non-defense agencies) and Defense FAR Supplement (DFARS) [48 C.F.R.] 227.7202-1 for defense agencies, the Government's rights in the Software and Services are limited to those rights granted in this Agreement.

(k) Other rules of construction.

(1) The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement.

(2) The words "and" as well as "or" shall be interchangeable to provide the broadest interpretation.

(3) The word "includes" shall mean "includes without limitation" and "includes, but is not limited to" to provide the broadest interpretation.

(4) The word "including" shall mean "including without limitation" and "including but not limited to" to provide the broadest interpretation.

(5) Should a provision of this Agreement require interpretation, it is agreed that the arbitrator, court, or other party interpreting or construing this Agreement shall not apply the assumption that the terms hereof shall be more strictly construed against the party preparing this Agreement.

(l) Multiple counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute

one and the same instrument, so long as it is signed by both parties. This Agreement may be evidenced by a signature delivered by e-mail (e.g., in pdf) or other electronic delivery.

Care Coordination Systems, LLC
("CCS"), by:

County of Ottawa, for or on behalf of
Ottawa County Department of Public
Health ("Customer"), by

Robert D. Harnach, CEO
_____, 2018

_____, 2018

_____, 2018



Care Coordination Systems

Training Services Agreement

This Training Services Agreement between **Ottawa County Health Department** (“the Customer”) and **Care Coordination Systems LLC** (“CCS”) details the terms and conditions by which CCS will provide community health worker certification training (“Training”) to individuals designated by the Customer (“Students”).

1. Services to be provided. Subject to the terms of this Agreement, CCS hereby agrees to provide Training and other services set forth in **Appendix A – Service Deliverable**.

2. Payment. In consideration of the Training to be provided by CCS as set forth in this Agreement, the Customer shall pay to CCS fees according to the terms described in **Appendix B – Fees and Schedule of Payments**.

3. Duties of CCS. CCS agrees to provide the Training, as set forth in detail in Appendix A. CCS will comply with all applicable federal, state, and local laws concerning its employees and the Training to be provided hereunder, and will provide staffing and management in delivering the Training.

4. Duties of the Customer. The Customer will provide CCS’s staff with suitable instructional facilities and access to equipment and Internet service at the site(s) for delivery of the Training.

5. Intellectual property rights in the Curriculum.

(a) The Customer agrees and acknowledges that

(1) CCS owns all right, title, and interest in written and electronic training materials published by CCS for use in the program of instruction used in delivering the Training (“the Curriculum”), including trade secrets, patents, and copyrights.

(2) The written and electronic training materials published by CCS for use in the Curriculum are protected by applicable United States and foreign laws and treaties, including copyright laws and treaty provisions.

(b) The Customer agrees that it shall not, at any time, without the express written consent of CCS in advance,

(1) copy, reproduce, reverse-engineer, republish, upload, post, transmit, or distribute the Curriculum, or any portion thereof, in any form, including audio or visual recordings of classroom lectures and demonstrations;

(2) use the Curriculum or any portion thereof in the development, production, or delivery of any other curriculum for training community health workers, nurses, nurse's aides, or any other health care worker; or,

(3) produce any derivative works based upon the Curriculum.

(c) Upon the termination of this Agreement, the Customer shall return all Curriculum materials in its possession to CCS.

6. Warranties.

(a) CCS represents and warrants that it is the owner of the written and electronic training materials published by CCS for use in the Curriculum.

(b) EXCEPT FOR THE REPRESENTATIONS OR WARRANTIES SPECIFICALLY SET FORTH ABOVE OR IN APPENDIX A, ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED. CCS DISCLAIMS ANY IMPLIED COVENANTS, PROMISES OR WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF CONDITION, QUALITY, SUITABILITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING LIMITATION IS HELD TO BE UNENFORCEABLE, CCS'S LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO CCS UNDER THIS AGREEMENT.

7. Indemnity. The Customer agrees to defend, indemnify and hold CCS (including its members, directors, officers, licensors, employees, subcontractors, and agents) harmless from any losses, liabilities, damages, actions, claims or expenses (including reasonable attorneys' fees and court costs) arising or resulting from the Customer's breach of any term of this Agreement or caused by acts or omissions performed by the Customer or any Student, including but not limited to reimbursing all of the costs, expenses and fees (including reasonable legal and expert witness fees) incurred by the parties being indemnified. The provisions of this Section 7 shall survive the termination of the Agreement.

8. HIPAA compliance. The parties acknowledge that, in the course of providing necessary laboratory and clinical experiences to the Students, CCS and/or the Customer may obtain or have custody of records or other data which is or contains "protected health information" as defined by the Health Insurance Portability and Accountability Act of 1996 and its associated regulations ("HIPAA"). Each of the parties shall enter into a "Business Associate Agreement" with the other as required by HIPAA. If the terms of the applicable Business Associate Agreement conflict with any terms of this Agreement, the most restrictive terms shall control.

9. Remedies.

(a) **Arbitration.** With the exception of the particular matters described in Section 9(f)(1) below, any unresolved dispute arising out of or relating to this Agreement (including, but not limited to, questions of interpretation) shall be settled exclusively

by arbitration; *provided*, however, that the parties may agree to resolve any such issue through mediation or other alternative dispute resolution processes.

(b) Procedural rules. The arbitration shall be conducted by a single arbitrator in Akron, Ohio, in accordance with the National Rules for the Resolution of Commercial Disputes of the American Arbitration Association (“AAA”) then in effect, *provided* that

(1) the discovery provided for under the Federal Rules of Civil Procedure shall be available to both parties, and

(2) the parties may agree to use an arbitrator other than those provided by the AAA.

(c) Authority of the arbitrator. The arbitrator shall not have the authority to add to, detract from, or modify any provision of this Agreement. The arbitrator shall have the authority to order reimbursement of costs, including those incurred to enforce this Agreement, and interest thereon.

(d) Binding effect and enforcement.

(1) This agreement to arbitrate shall be specifically enforceable as provided in Section 9(f)(1)(B) below.

(2) The decision of the arbitrator shall be final and binding on all parties, and judgment may be entered upon the arbitration award in the State courts located in Summit County, Ohio as provided in Section 9(f)(1)(C) below.

(e) Fees and costs.

(1) The fees of the arbitrator, and his or her reasonable expenses, shall be shared equally by the parties unless the arbitrator determines, as part of the award, that a different allocation would be just and equitable.

(2) Attorneys’ fees and expenses of the parties in connection with the arbitration shall be paid by the party who incurs them, unless the arbitrator determines, as part of the award, that a different allocation would be just and equitable.

(3) The fees and expenses (including reasonable attorneys’ fees) incurred to enforce the agreement to arbitrate contained in this Section 9, or to enforce an arbitrator’s award, shall be paid by the party against whom the agreement or award is enforced.

(f) Court proceedings.

(1) Actions permitted.

(A) Injunctive relief. The Customer acknowledges that a violation of Section 5 of this Agreement would cause irreparable harm to CCS for which no adequate remedy at law exists and, therefore, agrees that, in addition to any other remedies available, CCS shall be specifically entitled to bring an action for injunctive relief to enforce the terms of Section 5.

(B) Agreement to arbitrate. Either party may enforce the agreement to arbitrate contained in this Section 9 by an action for specific performance.

(C) Judgment on an arbitral award. Either party may bring an action to have a judgment entered enforcing an arbitral award.

(2) Jurisdiction and venue. Any action described in this Section 9(f) shall be subject to the exclusive jurisdiction of the State courts located in Summit County, Ohio. The parties

(A) agree that the State courts located in Summit County, Ohio shall have exclusive jurisdiction over any matters described in this Section 9(f);

(B) consent to personal jurisdiction in those courts; and

(C) waive any and all claims to the effect that any of those courts constitutes an inconvenient forum or improper venue.

(3) Except as otherwise provided in Section 9(e)(3) above, all attorneys' fees and expenses of the parties in connection with any such action shall be paid by the party who incurs them, unless the Court determines that a different allocation would be just and equitable.

10. Miscellaneous.

(a) Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between Customer and CCS as it relates to the Training and other subject matter of this Agreement, and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the Training and other subject matter of this Agreement.

(b) Governing law. This Agreement will be governed by the laws of State of Ohio, excluding those relating to choice or conflicts of laws.

(c) Modifications.

(1) Generally. Except as provided in clause (2) below, this Agreement may not be modified except upon mutual agreement by the parties in writing.

(2) Exceptions. CCS reserves the right, at any time, to change the Curriculum or the materials used therein; *provided* that no such change shall cause the Curriculum to fail to meet the requirements of Section 4723-26-12 of the Ohio Administrative Code.

(d) Force Majeure. CCS is not responsible for any failure to perform, or delay in performing, its obligations due to causes beyond its reasonable control, including, acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like.

(e) Severability. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remainder of the Agreement, which shall remain valid and enforceable according to its terms.

(f) Non-waiver. CCS's failure to exercise or enforce any right or power under this Agreement shall not constitute a waiver of such right or power.

(g) No third-party beneficiaries. Nothing contained in this Agreement is intended to confer upon any person other than the parties, and their respective successors in interest, any benefit, right or remedy under or by reason of this Agreement.

(h) Writings and written notice. For purposes of this Agreement, "in writing" includes electronic documents, and "written notice" includes communications sent by electronic mail

(1) to CCS at bob.harnach@ccspathways.com, and

(2) to the Customer at _____.

(i) Customer representations and warranties. The Customer represents and warrants to CCS that this Agreement was executed by an authorized signatory of Customer with specific authority to enter into and bind the Customer to it.

(j) Other rules of construction.

(1) The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement.

(2) The words "and" as well as "or" shall be interchangeable to provide the broadest interpretation.

(3) The word “includes” shall mean “includes without limitation” and “includes, but is not limited to” to provide the broadest interpretation.

(4) The word “including” shall mean “including without limitation” and “including but not limited to” to provide the broadest interpretation.

(5) Should a provision of this Agreement require interpretation, it is agreed that the arbitrator, court, or other party interpreting or construing this Agreement shall not apply the assumption that the terms hereof shall be more strictly construed against the party preparing this Agreement.

(k) Multiple counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument, so long as it is signed by both parties.

Care Coordination Systems, LLC

Ottawa County Health Department

by: _____
Robert D. Harnach

by: _____
[name]

Title: President

Action Request



Committee:	Finance and Administration Committee
Meeting Date:	05/15/2018
Requesting Department:	58th District Court Probation and Community Corrections
Submitted By:	Misty Cunningham
Agenda Item:	FY2019 Michigan Department of Corrections Plan and Application

Suggested Motion:

To approve and forward to the Board of Commissioners the FY2019 Michigan Department of Corrections Plan and Application.

Summary of Request:

The funding application includes a request in the amount of \$309,193 to operate local services for individuals in the criminal justice system with the goal of reducing the occurrence of repeat criminal offenses that result in a term of incarceration or detention in jail or prison.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan G. Vandenbergh*

Committee/Governing/Advisory Board Approval Date:



**STATE OF MICHIGAN
County of Ottawa**

58TH DISTRICT COURT PROBATION & COMMUNITY CORRECTIONS
414 Washington Ave, Rm G020, Grand Haven, MI 49417
85 W 8th Street, Holland, MI 49423
3100 Port Sheldon Rd, Hudsonville, MI 49426
avalenzuela@mottawa.org
616-355-4314



Ottawa County
Where You Belong

Alma Valenzuela LMSW, MPA, CCM, CCJP
Director
Probation & Community Corrections

Bradley S. Knoll
Susan A. Jonas
Craig E. Bunce
Judy K. Mulder
District Judges

Finance and Administration Committee
12220 Fillmore Complex
West Olive, MI 49460

May 2, 2018

Finance and Administration Committee:

I'm respectfully seeking a motion to approve the FY2019 Michigan Department of Corrections Plan and Application.

The funding application includes a request in the amount of \$309,193 to operate local services for individuals in the criminal justice system with the goal of reducing the occurrence of repeat criminal offenses that result in a term of incarceration or detention in jail or prison.

These programs are discretionary functions of our department. Programs offered in Ottawa County through Community Corrections fulfill Goal #4 of the Board of Commissioner's Strategic Plan, which is to continually improve the County's organization and services, through objectives 1 & 4.

Thank You,

Alma Valenzuela

Alma Valenzuela
Director of Probation & Community Corrections

MICHIGAN DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
FY 2019 FUNDING PROPOSAL
for
Ottawa County

Comprehensive Plans & Services

Program	Program Code	Funding Request	Approved Funding	Reserved Funding	Total Funding Recommendation
Group-Based Programs					
Education	B00	-			-
Employment	B15	-			-
Life Skills	B16	-			-
Cognitive	C01	31,480			-
Domestic Violence	C05	-			-
Sex Offender	C06	-			-
Outpatient Services	G18	-			-
Other Group Services	G00	-			-
Sub-Total		31,480	-	-	-
Supervision Programs					
Day Reporting	D04	-			-
Intensive Supervision	D23	49,642			-
Electronic Monitoring	D08	-			-
Pretrial Supervision	F23	47,171			-
Sub-Total		96,813	-	-	-
Assessment Services					
Actuarial Assessment	I22	25,000			-
Pretrial Assessment	F22	47,900			-
Sub-Total		72,900	-	-	-
Gatekeeper					
Jail Population Monitor	I23	-			-
Gatekeeper	I25	-			-
Sub-Total		-	-	-	-
Case Management	I24	-			-
Substance Abuse Testing	G17	17,500			-
Other	Z00	-			-
Program Total		218,693	-	-	-
Administration					
Salary & Wages		90,500.00			-
Contractual Services		-			-
Equipment		-			-
Supplies		-			-
Travel		-			-
Training		-			-
Board Expenses		-			-
Other		-			-
Administration Total		90,500	-	-	-
Total Comprehensive Plans & Services		309,193	0	0	0

Drunk Driver Jail Reduction

Program	Program Code	Funding Request	Approved Funding	Reserved Funding	Total Funding Recommendation
Assessment & Treatment Services	Z01	32,200			0
5-Day In Jail Housing	Z02	3,263			0
Totals		35,463	0	0	0

MICHIGAN DEPARTMENT OF CORRECTIONS

Reentry Administration

“Committed to Protect, Dedicated to Success”



Office of Community Corrections

Community Corrections Plan and Application
Fiscal Year 2019

CCAB Name: Ottawa County
Annual/Full

Application Type:

Email the application to:

1. MDOC-OCC@michigan.gov
2. Grant Coordinator

DUE DATE: May 1, 2018

SECTION I: COMMUNITY CORRECTIONS ADVISORY BOARD INFORMATION

Name of CCAB: Ottawa County	Federal I.D. Number: 38-6004883
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A: General Contact Information:

	Contact Person (Manager)	Manager's Direct Supervisor	CCAB Chairperson	Fiscal Agent
Name:	Alma Valenzuela	Lori Catalino	Ron Frantz	Sharla Seath
Title:	Director	District Ct. Administrator	Prosecutor	Assistant Fiscal Services Director
Address:	85 W 8 th Street	85 W 8 th Street	414 Washington Ave. Room 208	12220 Fillmore St.
City:	Holland	Holland	Grand Haven	West Olive
State:	MI	MI	MI	MI
Zip:	49423	49423	49417	49460
Phone:	616-355-4314	616-355-4347	616-846-8212	616-738-4856
Fax:	616-392-2330	616-392-5013	616-846-8178	616-738-4098
Email:	avalenzuela@miottawa.org	lcatalino@miottawa.org	rfrantz@miottawa.org	sseath@miottawa.org

Type of Community Corrections Board: County Advisory Board
Counties/Cities Participating in the CCAB: Ottawa County
Date application was approved by the local CCAB: April 24, 2018
Date application was approved by county board(s) of commissioners and/or city council: May 15, 2018
Date application was submitted to OCC: April 25, 2018

B: CCAB Membership

Representing:	Name	Email
County Sheriff:	Steve Kempker	skempker@miottawa.org
Chief of Police:	Matt Messer	m.messer@cityofholland.com
Circuit Court Judge:	Jon Hulsing	jhulsing@miottawa.org
District Court Judge:	Susan Jonas	sjonas@miottawa.org
Probate Court Judge:	Mark Feyen	mfeyen@miottawa.org
County Commissioner(s):	Matt Fenske	mfenske@miottawa.org
Service Area (Up to 3):	Kelly Boeve MaryAnne Kowalski	kboeve@miottawa.org MaryAnne.Kowalski@pinerest.org
County Prosecutor:	Ron Frantz	rfrantz@miottawa.org
Criminal Defense:	Nichole J Derks	derks@bmbpc.com
Business Community:	Doug Kamphuis	doug@the-insurance-group.com
Communications Media:	NA	
Circuit/District Probation:	Heath White	white1@michigan.gov
General Public:	NA	
City Councilperson:	NA	
Workforce Development:	Angela Barksdale	abarksdale@westmiworks.org

Does your CCAB have Bylaws? Yes If yes, have they been revised within the last 2 years? **No**

SECTION II: ANALYSIS & STRATEGIC PLAN

Introduction and Instructions for Strategic Plan:

Strategic Issues, Goals, and Priorities have been established by the Office of Community Corrections in accordance with Public Act 511 and Key Performance Indicators. CCABs will be required to establish **Objectives** and **Strategies** based upon OMNI Felony Disposition, JPIS, CCIS and local data that will support State **Goals** and **Priorities**.

Strategic Issues are identified as ***Felony Dispositions, Recidivism*** and ***Local Priorities***.

OCC will provide the CCABs with relevant data to complete the application. CCABs shall analyze this data along with local **CCIS data** (reports run locally from Case Manager) and develop **Key Objectives** and supporting **Strategies** that will lead toward attainment of **Goals** and **Priorities** established by the State Board and OCC, as well as local objectives and priorities promoted in the comprehensive plan.

A thorough review of the data should include:

- Overall PCRs, rates within sentencing guideline ranges, PCRs within Group 1 and Group 2 offense categories, status at time of offense and technical probation violation PCRs
- Reference to changes in PCRs compared to prior years
- Other changes in your CCAB/area that influence changes (new stakeholders, policies, emerging crimes, offender characteristics, etc.)
- Review your past OCC funding proposals for ideas

Example:

For the Strategic Issue of Felony Dispositions, consider the stated **Goal** and **Priority** as outlined on the following pages and complete an analysis of your county’s prison commitment rate data provided by OCC. Establish objectives related to prison commitment rates. For example:

- 1. Reduce PV commitment rate from 32% to 25%
- 2. Reduce the Group 2 Straddle rate to from 43% to 35%

Under each **OBJECTIVE** outline in bullet form those **STRATEGIES** (steps) to be taken, including continuing, new and revised programs, or established and revised policies or practices, that will support the attainment of the objectives you have specified. Identify if these are “new”, “continuations,” or “modifications,” or for short term (this fiscal year) or long term implementation.

Keep in mind that all of the programs for which you are requesting PA511 funding should be identified as strategies. Additionally, policies and practices you propose (such as targeting specific populations or characteristics) are also strategies. Strategies may apply to more than one objective and should be repeated under each objective as appropriate.

For example, the objective of “Reduce PV rate from 32% to 25%” may have the following strategies:

- 1. Initiate structured sentencing with jail followed by RS followed by community Cognitive Behavioral Treatment program that targets probation violators. (New, FY 2017)

The same strategies (with modifications) would be appropriate for the objective of reducing the PCR of Straddle Cell offenders. Further OMNI data analysis may support an additional strategy of:

- 2. Target CJRP eligible straddle cells, especially those from Group 2 without MDOC status, for local sanctions including _____.

A: Felony Disposition Analysis

(NOTE: Regional CCABs should complete analysis for each county. Carriage returns are permitted in this section.)

Strategic Issue: Felony Dispositions

Public Act 511 of 1988 stipulates that counties shall develop a community corrections comprehensive plan and provide an explanation of how the county or counties’ prison commitment rate will be reduced by diverting non-violent offenders, and promote recidivism reduction while public safety is maintained. The Act is intended to encourage the participation in community corrections programs of offenders who would likely be sentenced to imprisonment in a state correctional facility or jail, who would not increase the risk to public safety, have not demonstrated a pattern of violent behavior, and do not have a criminal record that indicates a pattern of violent offenses.

Goal: Reduce demand for prison resources and related budgetary requirements.

Priority: Reduce prison commitment of offenders who can be safely and effectively sanctioned and treated in the community by following the principles of effective intervention (i.e., risk, need, responsivity).

Your analysis forms the basis for your objectives and strategies. A weak connection between data analysis, objectives and proposed programming (strategies) may result in denial or conditional approval of your plan.

A-1: Using OMNI Felony Disposition data supplied by OCC for the previous two fiscal years:

- 1. Are felony dispositions increasing, decreasing, or stable? Decreasing
- 2. Describe changes within SGL categories. Report rates with detailed explanation:

	FY2016	FY2017	Increase/Decrease
Total Dispositions	814	781	-33
Prison Dispositions	54	91	+37
PCR	6.6%	11.7%	+5.1%
Straddle Cell Total Dispositions	161	141	-20
Offense Group 1 Total	36	49	+13
Offense Group 2 Total	125	92	-33
Straddle Cell Prison Dispositions	24	21	-3
Offense Group 1	7	10	+3
Offense Group 2	17	11	-6
Straddle Cell PCR	14.9%	14.9%	0
Straddle Cell Offense Group 2 PCR	13.6%	12%	-1.6%
Total Dispositions-Offense Group 1	219	238	+19
Offense Group 2	595	543	-52
Overall PCR –Offense Group 1	14.6%	29.8%	+15.2
Offense Group 2	3.7%	3.7%	0%
OWI 3rd Total Dispositions	73	77	+4
OWI 3rd Prison Dispositions	7	8	+1
OWI 3rd PCR	9.6%	10.4%	-.8%

3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **Ottawa County Community Corrections staff, along with contracted vendors, make a concerted effort to build relationships and trust with MDOC staff and judges. This effort helps identify appropriate programming needs early in the offender's supervision. While overall dispositions dropped from 814 to 813, prison dispositions increased by 5.1%. Various reasons may have impacted the increase in prison dispositions. One includes the election of a new Circuit Court judge. The judge makes a concerted effort to utilize programs offered by the Community Corrections Department. However, she has encountered difficult cases that have posed a danger to the community, thus increasing the need to impose prison sentences.**

4. What steps will you take if you find that you are not meeting your objectives or your strategies are not being implemented as planned? **Ottawa County Community Corrections staff will continue to make a concerted effort to promote the services available to probation agents to provide offenders with the appropriate level of services.**

A-2: Felony Analysis Key Objectives and Strategies

NOTE:

- Objectives should be measurable and provide sufficient detail so progress can be monitored.
- Each objective should be followed by **at least** one strategy (step, action, policy, and program) that will help you achieve your objective.
- Your objectives and strategies should be supported by the analysis above.

- Keep in mind that all programs for which you are requesting funding are considered *strategies*. Be sure to clearly identify them as strategies.

1. Objective #1 is intended to impact the overall prison commitment rate – please state the Objective: **Reduce the overall prison commitment rate from 11.7% to 11%.**

Programs in support of Objective #1 (number and separate strategies by using carriage return [enter]):

1. **Conduct Bond Risk Assessment and utilize the Pretrial Supervision Program as a means to oversee compliance with bail conditions, address any offender’s risks and needs, and provide a summary of compliance at the time of sentencing in order to assist judges in diverting appropriate offenders from prison. (Continuation)**
2. **Target adjudicated incarcerated pretrial defendants and incarcerated PV’s by using the Offender Assessment & Referral program to assess treatment needs for mental health, substance use disorders, and identify stage of change. (Continuation)**
3. **Steer appropriate offenders to Specialty Courts pairing the Intensive Supervision Program and Substance Abuse Testing Programs to address offender’s high needs and risks. (Continuation)**
4. **Utilize Residential Services for offenders who identify with higher needs and risks, and those who struggle with ongoing programming and probation compliance. (Continuation)**
5. **Utilize jail programs followed by Cognitive Behavioral Treatment program that targets probation violators. (Continuation)**
6. **Assess all OWI 3rd offenders by using the Offender Assessment & Referral program and refer to appropriate level of treatment: Residential Services, outpatient treatment and taking advantage of OWI 3rd DDJR Outpatient Treatment. (Continuation)**
7. **Refer unemployed offenders to programming at one or more of the following: 70 x 7 Life Recovery - Jobs for Life and Mentoring, Michigan Works!, Taking Root Ministries, Job Seekers. (Continuation)**

2. Objective #2 is intended to impact the Group 2 Straddle Cell rate – please state the Objective: **Reduce the Group 2 Straddle Cell prison commitment rate from 12% to 11.5% or less.**

Programs in support of Objective #2:

1. **Conduct Bond Risk Assessment on and utilize the Pretrial Supervision program as a means to oversee compliance with bail conditions, address any offender’s risks and need,s and provide a summary of compliance at the time of sentencing to assist judges in diverting appropriate offenders from prison. (Continuation)**
2. **Target adjudicated incarcerated Group 2 Straddle Cell pretrial defendants, and incarcerated PV’s, by using the Offender Assessment & Referral program to assess treatment needs for mental health, substance use disorders, and identify stage of change. (Continuation)**
3. **Steer appropriate Group 2 Straddle Cell offenders to Specialty Courts pairing the Intensive Supervision Program and Substance Abuse Testing Programs to address offender’s high needs and risks. (Continuation)**
4. **Utilize Residential Services for offenders who identify with higher needs and risks and struggle with ongoing programming/probation compliance. (Continuation)**
5. **Utilize jail programs followed by Cognitive Behavioral Treatment program that targets probation violators. (Continuation)**
6. **Assess all Group 2 Straddle Cell OWI 3rd offenders by using the Offender Assessment & Referral program and refer to appropriate level of treatment: Residential Services, outpatient treatment, and taking advantage of OWI 3rd DDJR Outpatient Treatment. (Continuation)**

7. Refer Group 2 Straddle Cell unemployed offenders to programming at one or more of the following: 70 x 7 Life Recovery - Jobs for Life and Mentoring, Michigan Works!, Taking Root Ministries, Job Seekers. (Continuation)

B: Recidivism Analysis

The updated Public Act 511 mandates that CCABs “Provide improved local services for individuals involved in the criminal justice system with the goal of reducing the occurrence of repeat criminal offenses that result in a term of incarceration or detention in jail or prison.” As such, CCABs are required to address recidivism within their comprehensive plan, with a specific emphasis on how the plan is intended to impact the local recidivism rates.

The State Board has defined recidivism as “Probation Violations, either technical or new sentence, resulting in prison,” and has identified Probation Violators as being indicative of performance in this area:

- i. Probation Violators with a new felony conviction resulting in a prison sentence
- ii. Technical Probation Violators resulting in a prison sentence

Based on OMNI Report 3, please use the following table to report the number of Probation Violators that resulted in a prison disposition for each listed category. Regional CCABs should list the Probation Violation Data for each County separately and provide a total, regional rate at the end of each row.

B-1: Using OMNI Felony Disposition data supplied by OCC for:

Previous Fiscal Year Recidivism Rates

County Name	Ottawa County						Totals for Region:
Probation Violation - New Sentence to Prison							
Total	7						
Probation Violation – Technical to Prison							
Total	5						

B-2: Using OMNI Felony Disposition data supplied by OCC for the previous fiscal years:

1. Are Probation Violations increasing, decreasing, or stable? Increasing
2. Describe changes within the Probation Violation data for the previous two fiscal years. Report rates with detailed explanation:
The number of overall probation violations increased significantly from 114 in FY2016 to 146 in FY2017. The prison commitment rate for new probation violations increased by 6.6%. The prison commitment rate for technical probation

violations decreased from 3.5% to .05%.

	FY2016		FY2017	
	PV New	PV Tech	PV new	PV Tech
<u>SGL NA</u>				
Offense Grp 1	0	0	0	1
Offense Grp 2	0	0	0	2
<u>Intermediate</u>				
Offense Grp 1	0	0	0	0
Offense Grp 2	0	0	0	0
<u>Straddle</u>				
Offense Grp 1	1	1	2	1
Offense Grp 2	3	1	1	1
<u>Presumptive</u>				
Offense Grp 1	2	0	4	0
Offense Grp 2	0	0	0	0
Total	6	2	7	5
Total PV's	57	57	41	105
PV PCR	10.5%	3.5%	17.1%	.05%

3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **Ottawa County Community Corrections staff, along with contracted vendors, make a concerted effort to build relationships and trust with MDOC staff and judges. Various reasons may have impacted the increase in prison dispositions for Probation Violations- New. One includes the election of a new Circuit Court judge. The judge makes a concerted effort to utilize programs offered by the Community Corrections Department. However, she has encountered difficult cases that have posed a danger to the community, thus increasing the need to impose prison sentences.**

4. What steps will you take if you find that you are not meeting your objectives or your strategies are not being implemented as planned? The increase in PV-Technical dispositions is of concern. Strategies to reduce the number of technical violations is to increase communication with MDOC staff to market programs in order to increase utilization for high risk/ high needs offenders. Another strategy is to reduce the number of days between sentencing and program entry in order to engage offenders in programming as soon as possible.

B-3: Recidivism Key Objectives and Strategies

NOTE:

- Objectives should be measurable and provide sufficient detail so progress can be monitored.
- Each objective should be followed by **at least** one strategy (step, action, policy, and program) that will help you achieve your objective.
- Your objectives and strategies should be supported by the analysis above. Keep in mind that all programs for which you are requesting funding are considered **strategies**. Be sure to clearly identify them as strategies.

1. Objective #1 is intended to impact recidivism by targeting: Technical Probation Violators State the Objective: **Maintain the prison commitment rate for technical probation violators at .05% or less.**

Programs in support of Objective #1:

1. Target incarcerated PV's as priorities for the Offender Assessment & Referral program and Residential Services. (Continuation)
2. Engage probation violators, with substance use disorders, in the Intensive Supervision Program, treatment, and alcohol and drug testing (SAT). (Continuation)
3. Utilize jail programming followed by the Cognitive Behavioral Treatment program that targets probation violators. (Continuation)
4. Refer unemployed probation violators to one or more of the following programs: Michigan Works!, 70x7 Life Recovery – Jobs for Life and Mentoring, Taking Root Ministries, and Job Seekers. (Continuation)

2. Objective #2 is intended to impact recidivism by targeting: Probation Violators with a new sentence State the Objective: **Reduce the prison commitment rate for probation violators with a new sentence from 17.1% to 16%.**

Programs in support of Objective #2:

1. Target incarcerated PV's as priorities for the Offender Assessment & Referral program and Residential Services. (Continuation)
2. Engage probation violators, with substance use disorders, in the Intensive Supervision Program, treatment, and alcohol and drug testing (SAT). (Continuation)
3. Utilize jail programming followed by the Cognitive Behavioral Treatment program that targets probation violators. (Continuation)
4. Refer unemployed probation violators to one or more of the following programs: Michigan Works!, 70x7 Life Recovery – Jobs for Life and Mentoring, Taking Root Ministries, and Job Seekers. (Continuation)

C: COMPAS Criminogenic Needs Profile

1. Please list the top 3 needs scales as identified within the COMPAS Criminogenic Needs and Risk Profile provided by OCC or as presented by your local needs data. Additionally, present both the local and OCC strategies that will impact the identified needs scales:

The following are the top three scores on the COMPAS Criminogenic Needs and Risk Profile for Ottawa County:

Substance Abuse

Non-Compliance

Criminal Involvement

Local and OCC strategies that will impact the identified needs scales:

- Residential Services through PA511 and County funded
- Intensive Supervision Program (ISP)
- Cognitive Behavior Therapy
- Offender Assessment & Referral (OAR)
- Bond Risk Assessment
- Pretrial Supervision
- Substance Abuse Testing Program(SAT)
- Electronic Monitoring Services (EMS)
- Treatment Courts
- Domestic Violence Initiative (DVI)
- 70 X 7 Life Recovery-Mentoring and Jobs for Life
- Community Service Work Programs (CSW) & (JAWS)
- Financial Empowerment Center (FEC)
- Jail Programs
 - GED Programming
 - Inside Out Dads
 - Growing Families United Fathers
 - Substance Abuse-AA/NA
 - Forgotten Man Ministries
 - Moms in Touch
 - Freedom for Women
 - Bible Pod

Career Development Program

- **Michigan Works!**

2. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **Various reasons may have impacted the increase in overall prison dispositions. One includes the election of a new Circuit Court judge. The judge makes a concerted effort to utilize programs offered by the Community Corrections Department. However, she has encountered difficult cases that have posed a danger to the community, thus increasing the need to impose prison sentences.**
3. What steps will you take if you find that you are not meeting your objectives or your strategies are not being implemented as planned? **Ottawa County Community Corrections staff, along with contracted vendors, will continue to make a concerted effort to build relationships and trust with MDOC staff, judges and community stakeholders.**
- 4.

D: Local Vocational/Educational Initiatives

Please explain in detail what is being done locally to address the local vocational/employment needs of offenders. Include both local and OCC funded initiatives. **Offenders are referred to the following programs for vocational and employment needs: 70 x7 Jobs for Life program, Michigan Works!, Taking Root Ministries, Holland Rescue Mission Gateway Academy, Job Seekers through St. Patrick and St. Anthony Parish.**

E: Local Initiatives to Address Persons with Substance Use Disorder(s)

Please explain in detail what initiatives are in place to address offender substance abuse needs. Include both local and OCC funded programs.

- Residential Services through PA511 and County funded
- Intensive Supervision Program (ISP)
- Cognitive Behavior Therapy
- Offender Assessment & Referral (OAR)
- Bond Risk Assessment
- Pretrial Supervision
- Substance Abuse Testing Program(SAT)
- Electronic Monitoring Services (EMS)
- Treatment Courts
- Domestic Violence Initiative (DVI)
- 70 X 7 Life Recovery-Mentoring and Jobs for Life
- Community Service Work Programs (CSW) & (JAWS)
- Financial Empowerment Center (FEC)
- Jail Programs
 - GED Programming
 - Inside Out Dads
 - Growing Families United Fathers
 - Substance Abuse-AA/NA
 - Forgotten Man Ministries
 - Moms in Touch
 - Freedom for Women

Bible Pod
 Career Development Program

- Michigan Works!
- Ottawa County Opiate Task Force

F: Other Local Initiatives

1. Present any local priorities such as development of criminal justice coordinating councils, Specialty Courts, public education, etc., which have not been identified in the above sections, but have an impact on the performance indicators:
See Above
2. Please explain how the Comprehensive Plan, in coordination with the above Local Initiatives, will impact the State Board Priorities, and ultimately offender success:
 Ottawa County's Comprehensive Plan, in coordination with local strategies, focuses on the offender's needs and risk factors. Starting with the pretrial bond assessment where offenders are assessed for level of release. The Pretrial Supervision staff oversee bond conditions, encourage compliance, and evaluate the needs of the offender. The Offender Assessment and Referral program outlines risk areas and guides agents with supervision and treatment recommendations. Cognitive Behavior Therapy address thinking errors in order to reduce recidivism. The ISP program focuses on substance abuse compliance, the reduction of criminal involvement, and disassociation with negative influences. The Substance Abuse Testing program reinforces sobriety by helping offenders abstain from alcohol and drugs. OWI 3rd Outpatient Treatment and Residential Services assist the offender with a higher level of treatment needs. Jail programs, treatment courts, and local collaborative programming seek to treat the whole offender and break the cycle for future arrests and recidivism.

G: Jail Data Analysis:

- Using JPIS or local snapshot data, please provide information pertaining to the number of offenders on record as well as the ADP % of housed inmates for each of the categories below.
- Please fill out each answer for this section completely, with the correct information. Applications with incomplete data may be rejected.

(NOTE: Regional CCABs should complete analysis for each county.)

Current Jail Utilization

County	Ottawa					

General Information

RDC (Rated Design Capacity)	462					
Utilization as % of RDC	65%					
Number of off-line beds	0					

Felon Population

Sentenced Felons	30%					
Unsentenced Felons	35%					

Misdemeanant Population

Sentenced Misdemeanants	24%					
Unsentenced Misdemeanants	11%					

1. Does your county have a written county jail population management plan per PA 139 of 2007? Yes

2. In the previous year, did your sheriff initiate a reduction in population because the jail exceeded 95% of RDC for 5 consecutive days per Public Act 140 of 2007? No. If YES, explain how this was carried out: No
3. In the previous FY, how many times did the county declare an official (in writing) jail overcrowding state of emergency (over 100% of RDC for 7 consecutive days) per Public Act 140 of 2007? 0
4. Does your jail submit JPIS data? Yes If not, please provide a rationale for not submitting JPIS data:
5. What vendor or jail management software is used to report jail utilization? Solid Circle JMS

G-1: Using JPIS data (or local data as available) provide an analysis of local jail utilization including the average daily populations/lengths of stay of jail populations including felon and misdemeanor utilization, sentenced and unsentenced populations, partially sentenced populations, boarders, and offense categories. (Regionals: use carriage return [Enter] to separate information by jail)

1. This application uses Local Snapshot Data
2. Are bookings up, down, or stable? Up
3. Describe changes in ADP or AvLOS for the population groups reported above: There was a slight increase in the ADP; however, the jail is still operating at a 65% utilization rate.
4. Provide additional information to explain your jail utilization here including changes in stakeholders, law enforcement priorities, bed closures, etc.: There were significant changes in the last year.

G-2: Describe policies and practices that influence jail population:

1. Does the jail have a bed allocation plan? Yes
2. Does the jail accept boarders from other counties? Yes If YES, what is the daily rate charged for a boarder? \$30, depending on the contract.
3. Does the jail have a county-imposed cap on local bed utilization to provide space for boarding? No If YES, report number of boarders and the % of the RDC for all boarders.
4. Does the jail accept MDOC or Federal boarders under contract? Yes If YES, what is the daily rate charged for MDOC and/or Federal boarders? \$65 Presumptive, \$55 Group 1, \$40 Group 2.
5. What was the revenue from boarders for the previous year? \$381,334
6. Provide additional analysis you feel is necessary to explain your jail utilization:

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/15/2018

Requesting Department: Equalization

Submitted By: Misty Cunningham

Agenda Item: Agreement for Property Assessment Administration Services with Blendon Township

Suggested Motion:

To approve and forward to the Board of Commissioners the Agreement for Property Assessment Administration Services with Blendon Township.

Summary of Request:

This is a new agreement to provide Property Assessment Services for Blendon Township.

The attached two-year agreement outlines the respective responsibilities between the parties. Payment to Ottawa County for the services provided under this Agreement shall not exceed \$69,500 in year one of this Agreement, 72,000 for year two.

This project is another example of efforts to examine opportunities for service delivery with local units of government, as supported in the Board Strategic Plan and asked for by the Governor. Our continued focus is to explore possibilities for collaboration where: services are maintained or enhanced, cost savings are realized by the local unit and County costs are covered.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *Alan G. Vandenberg*

Committee/Governing/Advisory Board Approval Date:

**AGREEMENT FOR PROPERTY ASSESSMENT
ADMINISTRATION SERVICES**

This Agreement is made as of _____, 2018, by Blendon Township, a Michigan municipal corporation, 7161 72nd Ave., Hudsonville, MI 49426 (“the Township”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”):

- A. Blendon Township, pursuant to the Michigan General Property Tax Act, MCL 211.1 *et seq.* has the power and is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Township for the purpose of levying state and local property taxes.
- B. Section 34(3) of the Michigan General Property Tax Act, MCL 211.34(3), provides that a county board of commissioners, through its equalization department, may furnish assistance to local assessing officers in the performance of certain of these legally mandated municipal property appraisal and assessment responsibilities.
- C. The State of Michigan encourages cooperation and service sharing between local government units like the Township and Ottawa County, and considers such cooperation and service sharing in its decisions about distribution of the State of Michigan revenue sharing funds.
- D. The Township has requested that Ottawa County’s Equalization Department provide assistance in performing the property assessment administration services (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided for in this Agreement.
- E. Ottawa County is willing to assist Blendon Township by providing the requested property assessment administration services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Township and Ottawa County agree as follows:

1. General Agreement: Ottawa County agrees to provide a property assessment administration program for the Township. The program will be administered by the Ottawa County Equalization Director, or designated representative, who will list, approve, and maintain a complete set of records of all real and personal property subject to ad valorem taxation, specific taxes, in lieu-of-tax agreements, and exempt properties within the corporate

limits of the Township. Ottawa County agrees to perform the following services through its employees, and provide the materials set forth herein:

- A. **Scope of Service** - To classify and appraise accurately, according to the constitution and laws of the State of Michigan, each parcel of real property which lies within the corporate boundaries of the Township, and to process accurately all assessable personal property that is in the Township, and use the methods prescribed by the Michigan State Tax Commission. Approximately twenty percent (20%) of the parcels in the Township will be inspected and reviewed each year, so that each parcel in the Township is inspected and reviewed approximately once every five (5) years. The Equalization Department will provide an assessment roll as required. The final factor will be determined by the action of the Township's Board of Review, the Ottawa County Equalization Department, and the process of state equalization as determined by the State Tax Commission.
- B. **Qualified Staff** - All Ottawa County employees engaged in the performance of this Agreement shall be professional in manner and appearance, and be trained and qualified in property appraisal techniques. The assessment roll will be certified by the County Equalization Director, a Michigan Master Assessing Officer. The assessment roll will be certified by qualified personnel by the State Tax Commission, as required for the Township's size and State Equalized Value.
- C. **Equipment and Supplies** - The Township will provide all equipment and supplies needed for the routine performance of its duties, except as otherwise set forth herein.
- D. **Maps and Records** - The Township shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data which may be of use in making the appraisal, without cost to Ottawa County. Ottawa County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in Section 1(M) of this Agreement, below.
- E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- F. **Record Cards** - The master file shall be the property of the Township. Ottawa County will maintain the master file at the Ottawa County Fillmore complex with access available to the township. Real property printed records, if any, will be located at the Blendon Township Hall. Personal

property printed records will be located in the Equalization Department offices.

- G. **Conduct of Operations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the terms of this Agreement, Ottawa County employees shall endeavor to promote understanding and amicable relations with all members of the public. Employees will be assigned by the Equalization Director to maintain limited office hours at Blenden Township offices to conduct their duties, interact with Township Staff, attend meetings, promote community relations, and to meet with property owners about assessment issues and questions. The Township will provide adequate office area and operational infrastructure for such County employees, including but not limited to telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with Ottawa County information protocols and standards.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to Ottawa County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed by representatives of the Township on the computer equipment owned by Ottawa County will be coordinated with a representative of the Innovation and Technology Department of the County to avoid conflicts in configuration and application issues.

- H. **Property Owner Notification and Official Statements** - Ottawa County shall notify the property owners of increased assessed and taxable values, as provided by law, as well as distribute personal property statements and other official forms. The Township shall pay charges from the service company for printing these notifications and statements as reimbursable expenses hereunder.
- I. **Assessment Roll** - Ottawa County shall prepare the assessment roll and certify it for the Township in a timely manner.
- J. **Board of Review** - Ottawa County Staff will advise and assist the Township's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.
- K. **Appeals** - The Ottawa County Equalization Director, or designated representative, shall represent the Township in all property assessment appeals and in proceedings before the Michigan Tax Tribunal concerning

properties under this Agreement. The Township shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses which may be incurred by Ottawa County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions shall be paid by the Township provided that the Equalization Director seeks and obtains approval from the Township prior to incurring such costs or expenses. Additionally, should either party terminate this Agreement, the County, or designated representative, shall represent the Township in all property assessment appeals and in proceedings filed during the existence of this agreement. The fee shall be \$80.00 per hour for preparation, appearance, and travel after termination of the Agreement.

L. **Computerized Appraisals and Information Technology** – Ottawa County will provide staff, equipment, and software to maintain electronic property records using a computer assisted mass appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software shall be prescribed by the County and will be compatible with applications currently in use by the Township. Data patches and solutions shall be reached using collaborative, shared resources to achieve greatest possible compatibility. All property information shall adhere to the requirements and specifications of Ottawa County. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of the Township to determine proper neighborhoods for market value determinations. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with all requirements of the General Property Tax law, MCL 211.1 et seq.

M. **Geographical Information Systems** – Ottawa County and the Township shall utilize Ottawa County's geographical information system in implementing this Agreement. An independent agreement may govern this function.

N. **Special Assessments** - Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by Ottawa County when formally requested at a fee of \$55.00 per hour incurred.

2. **Payment for Services Provided:**

A. **General Tax Roll Maintenance Services** – Except as otherwise provided in subparagraph 2(b) below, payment to Ottawa County for the services provided under this Agreement shall not exceed \$69,500 in year one of

this Agreement, 72,000 for year two. Ottawa County will submit monthly invoices on the first day of each month as follows:

Date of Invoice:	Amount:
Month 1 through Month 11	\$ 5,791.67
Month 12	\$ 5,791.74
Month 13 through 24	\$ 6,000.00
Total	\$141,500.00

The monthly invoices from Ottawa County will be processed and paid by the Township in accordance with standard Township procedures. The payment amount and terms may be renegotiated by the parties for year two of this Agreement that will include an additional month to transition the agreement to match the Township budget fiscal year of July 1, or by mutual agreement, may be continued through June 30, 2020.

B. **First Year Review of Costs** – The County will perform and track this work on an actual basis during year one of this Agreement. Billed costs for these services will not exceed \$69,500, but may be adjusted at the end of the first year based upon lower than expected costs.

3. **County Expenses:** Ottawa County will additionally be reimbursed on a monthly basis for the reimbursable expenses set forth in Exhibits A and B hereto. All expenses will be billed to the Township in such detail and/or with sufficient supporting documentation as may be reasonably required by the Township.
4. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County to the Township shall be that of an independent contractor. All employees of Ottawa County who perform services under this Agreement shall be and remain employees of Ottawa County, subject to the discipline, supervision, direction, policies and control of Ottawa County, the Ottawa County Administrator, and the Equalization Director.
5. **Indemnification and Hold Harmless:** Each party shall indemnify and hold the other party harmless from claims which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.
6. **Insurance:** The Township will include Ottawa County, the Ottawa County Equalization Department and their officers, employees and agents as additional named insureds on a policy of insurance for all risks. The required insurance policy shall have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will include the Township and its officers,

employees and agents as additional named insureds on a policy of insurance for all risks or in its Memorandum of Coverage from the Ottawa County, Michigan, Insurance Authority. The required insurance policy will have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will provide Worker's Compensation Coverage on its employees. Written proof of the existence of such insurances will be supplied by the Township and Ottawa County as of effective date of this Agreement, and at such times during the term thereafter as Ottawa County or the Township may reasonably require.

7. **Term of Agreement:** The effective date of this Agreement shall be June 1, 2018. This Agreement shall continue in effect from the effective date through June 30, 2020, subject to termination by either party upon at least one hundred and eighty (180) days advance written notice.
8. **Miscellaneous:**
 - A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
 - B. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
 - C. **Entire Agreement and Amendment.** In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.
 - D. **Successors and Assigns.** All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

In witness whereof the parties have executed this Agreement as of the effective date set forth herein.

BLENDON TOWNSHIP:

By: _____

William VandenBerg

Its: Supervisor

By: _____

Robin Overway

Its: Township Clerk

COUNTY OF OTTAWA:

By: _____

Gregory J. DeJong, Chairperson

Its: Board of Commissioners

By: _____

Justin F. Roebuck

Its: County Clerk/Register of Deeds

E X H I B I T A - REIMBURSABLE EXPENSES

Costs that may require reimbursement if not paid directly by Blendon Township

Included amounts are estimates based upon work in another community

Oper Materials and Supplies				
Letterhead/Envelopes				\$100
Membership and Dues				
Certification fee				\$75
MAA Organization fee				\$50
Printing and publishing				
Personal Property Statements				\$100
Change Notices				\$1,325
Postings BOR/Ratios				\$500
Postage				
Some included in Printing and Publishing				
Postage*				\$552
BOR Mailings and Documentation				\$60
Transportation				
Mileage*				\$1,000
Software and Equipment				
BS&A Equalizer Maintenance.				\$1,130
Apex Maintenance.				\$400
Professional/Contractual				
Professional/Contractual for MTT Work to support Michigan Tax Tribunal Cases (Rarely needed)				

*Mileage and approximately \$40 per year of the postage expenses are generally paid by the County and submitted to the Local Unit for reimbursement.

The remaining expenses are generally paid directly by the Local Unit.

EXHIBIT B

April 20, 2018

Proposal for Ottawa County Board of Commissioners to provide assessing services to Blendon Township

Basic services

We propose a 2 year contract

\$69,500 for year 1

\$72,000 for year 2

Reimbursable expenses are not included

We see no need for one time fees to bring the roll into compliance

Included

Basic assessing services, including 20% review each year

400 hours of MTT Full Tribunal work

Direct phone access for public

An Ottawa County Equalization Department employee will maintain limited office hours at Blendon Township hall to interact with staff and meet with property owners. We can also meet with staff or property owners by appointment at Blendon Township hall or during regular office hours at our office.

Not included

IFT Pre and Post application analysis

Extensive administrative projections

Legal fees and cost of appraisals for Full Tribunal Appeals

Extras

MTT work over 400 hours @ \$80 per hour

New Special Assessment Setup \$ 55 per hour

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/15/2018

Requesting Department: Equalization

Submitted By: Marcie Ver Beek

Agenda Item: Equalization Personnel Request

Suggested Motion:

To approve and forward to the Board of Commissioners the request from Equalization to add one (1) 1.0 FTE (Group T, T-11) Appraiser I at a cost of \$71,267.41.

Summary of Request:

This position is needed to service a new, pending, contract to have Ottawa County perform assessment administration duties for Blendon Township. The full cost of this position will be funded by the contract payments from Blendon Township.

Financial Information:

Total Cost: \$71,267.41	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:
Contract payments from Blendon Township

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 4: To Continually Improve the County's Organization and Services.

Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan G. Vandenberg*

Committee/Governing/Advisory Board Approval Date:

OTTAWA COUNTY

TITLE: APPRAISER I
DEPARTMENT: EQUALIZATION
DATE: 1/1/2016

EMPLOYEE GROUP: GROUP T
GRADE: T09

JOB SUMMARY:

This is a training position working towards Michigan Certified Assessing Officers Certification. Under the direction of Equalization Appraiser III's and the Assistant Assessor, assists in the appraisal of all real and personal property. Assists in determining true cash value to ensure compliance with uniform assessment requirements of Section 211.34 of the Michigan General Property Tax Act. Assists appraisers with the collections of market, financial, geological, hydrological, zoning and other data used in on our local unite assessment projects and to establish the true cash value of real property in local units, in accordance with State Tax Commission approved techniques and standards of value.

ESSENTIAL JOB FUNCTIONS: The essential functions of this position include, but are not limited to, the following:

1. Under the direction of certified appraiser/assessor, provides assistance in the appraisal of all classes of real property, including agricultural, commercial, developmental, industrial, and residential and timber cutover.
2. Sorts and classifies deeds transferring the ownership of all classes of properties. Assists with the processing of property transfer documents for use in various studies and the updating local unit assessment rolls.
3. Prepares appraisal record cards for selected parcels and recorded sales of parcels for use by appraisers. Preparation includes new appraisal cards, drawing apex sketches, removing obsolete cards, etc.
4. Contacts property owners to schedule appraisal appointments.
5. Verifies measurements contained in parcel descriptions and identifies geological, hydrological and other natural features; soil type; buildable characteristics; drainage requirements; rights-of-way, frontage and accessibility; proximate land usage and availability of public utilities; groundwater and soil contaminants; and other features and characteristics affecting the value of the land.
6. Assists Assistant Assessor with local unit with various assessment administration projects including the processing of personal property returns.
7. Collects, analyzes and correlates data for sales studies.
8. Provides information and assistance to local assessors and units of government.
9. Provides basic assessment information to property owners, builders, real estate brokers, governmental agencies, businesses, residents and the public.
10. Performs additional functions as required to ensure accurate valuation of property and uniform assessment of general property taxes throughout the County.
11. Performs other duties as assigned.

REQUIRED KNOWLEDGE AND SKILLS:

1. Working knowledge of generally accepted accounting and audit principles and practices.
2. Working knowledge of word processing, spreadsheet, database management and Internet software applications.
3. Working knowledge of GIS software applications and the interpretation of digital landbase data.
4. Knowledge of current socio-economic conditions and trends affecting property appraisal.
5. Working knowledge of real estate terminology.
6. Some exposure to statistical analysis.
7. Ability to interact positively and professionally with property owners, accountants, third-party tax preparers, community and business representatives, real estate professionals, local assessors, other local government employees and members of the general public from a wide range of cultural and socio-economic backgrounds.

NOTE: Incumbents may assist with property appraisals at sites throughout the county and must be able to transport themselves to and from appraisal sites.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE

Must have either previous experience in assessment administration or related field or possess a business degree or builders license.

LICENSES AND CERTIFICATIONS:

Must work towards attaining certification with the Michigan State Tax Commission as a Michigan Certified Assessing Officer. Must complete all required continuing education credits for annual recertification and maintain current knowledge of Michigan property tax laws and Tax Commission rules and regulations.

Valid Michigan Driver's License.

PHYSICAL REQUIREMENTS:

Must possess sufficient mobility with or without assistive devices to access all natural features, structures and/or improvements on developed and undeveloped agricultural, residential, commercial, industrial and timber cutover parcels being appraised.

Must have sufficient mobility with or without assistive devices to access all features of structures located on parcels being appraised.

Must have sufficient visual acuity with or without corrective lenses to visually inspect property being appraised.

Must be able to descend to and ascend from ground/floor level to take measurements and to inspect soil and geological land features; building foundations and other structural features, and other features of land and structures being appraised.

Must be able to tolerate exposure to inclement weather conditions.

Must be able to access and move tax rolls, maps and other items weighing up to 25 lbs.

WORKING CONDITIONS:

A significant portion of the workload is performed outdoors and/or off-site. Essential job functions may require incidental exposure to inclement weather conditions, airborne particulates and contaminants, industrial chemicals and compounds, livestock and other animals, and other unpleasant or hazardous working conditions. Site appraisals involve an inherent risk of confrontations with uncooperative or aggressive property owners or occupants.

2018 Estimated Costs per Deductions			
Employer Costs			
Appraiser I			
Group T-11/ Step 1			
	704000		
FTE	Wages	Benefits	TOTAL COST
1.0000	40,184.04	31,083.37	71,267.41

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/15/2018

Requesting Department: 58th District Court

Submitted By: Marcie Ver Beek

Agenda Item: 58th District Court Personnel Request

Suggested Motion:

To approve and forward to the Board of Commissioners the request from 58th District Court to add one (1) 1.0 FTE (District Court, DC-3) District Court Clerk I at a cost of \$61,541.94.

Summary of Request:

In 2009, a Memorandum of Understanding was created between the Register of Deed's Office and District Court to temporarily transition two full-time Register of Deed's staff to District Court. This was in response to caseload increases in District Court and decreased workload in the Register of Deed's Office. One of these two positions has been left vacant for 7 years.

District Court's criminal and civil caseload has remained fairly steady through the years until 2017 when there was a 15% increase in misdemeanor cases, 15% increase in felony cases, an 11% increase in civil cases, and a 3% increase in civil infractions. This caseload data demonstrates District Court's continued need for a full-time District Court Clerk. With this additional position, there will no longer be a need for the Memorandum of Understanding. District Court is requesting to add one 1.0 FTE District Court Clerk I at a cost of \$61,541.94. This position will be funded with vacancy savings.

Financial Information:

Total Cost: \$61,541.94	General Fund Cost: \$61,541.94	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

This position will be funded with vacancy savings.

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

OTTAWA COUNTY

TITLE: DISTRICT COURT CLERK I
DEPARTMENT: DISTRICT COURT
DATE: 01/22/2009

EMPLOYEE GROUP: DISTRICT COURT
GRADE: D03

JOB SUMMARY: Under close supervision, prepares and processes case documentation for misdemeanor and felony violations of the Michigan Criminal Code, general civil infractions, small claims and landlord/tenant cases, garnishments, and/or civil infractions and misdemeanor and felony violations of the Michigan Motor Vehicle Code. Performs caseload management functions in substantive and procedural compliance with the Michigan Court Rules. Processes and ensures proper caseload for traffic and civil matters before the Court as required by caseloads.

ESSENTIAL JOB FUNCTIONS: The essential functions of this position include, but are not limited to, any combination of the following:

1. Assists customers on the phone and at the counter, explaining Court policy and procedures for misdemeanor and felony criminal matters, general civil infractions, small claims and landlord/tenant matters, garnishments, and civil infractions and misdemeanor and felony traffic violations, judgments, and Court orders.
2. Enters and withdraws warrants in LEIN/TALON.
3. Opens criminal cases for defendants already in custody, defendants receiving appearance tickets, and defendants for whom warrants have been issued.
4. Prepares physical files for criminal arraignments and enters case data into case management system.
5. Opens and processes a variety of civil matters including general civil, small claims and landlord/tenant cases and garnishments.
6. Opens traffic cases for civil infractions and misdemeanor and felony violations of the Michigan Motor Vehicle Code.
7. Receives documents submitted to the court for filing including, but not limited to, writs of garnishment and restitution, stipulations, proposed orders, briefs, and petitions for installment payments; reviews documents for substantive and procedural compliance with the Michigan Court Rules; and notifies parties of errors and required corrections.
8. Processes procedurally and substantively correct documents.
9. Prepares case files for scheduled hearings.
10. Prepares dispositions and court orders for defendants pleading guilty at arraignment.
11. Types probation orders; orders to pay fines, fees, costs and restitution and the payment due dates therefor; orders to release bonds to third-party payors; makes agreements to transfer bond money for the payment of fines, fees, costs and restitution; orders of commitment to jail and other documents and forms required to close cases after pleas and sentencing.
12. Prepares orders for the magistrate and judge in adjudicated traffic matters, enters orders into the case management and imaging systems and distributes copies to defendants and case files.
13. Prepares abstracts of traffic cases for the Secretary of State and transmits them for entry into driving records.

14. Prepares Orders to Show Cause and schedules hearings for defendants who fail to appear for scheduled hearings or to comply with the terms and conditions of their Court orders.
15. Prepares notices to appear; and prepares proofs of service and serves notices to involved parties by mail.
16. Prepares and processes default judgments for civil infractions.
17. Prepares and processes driver's license suspensions.
18. Prepares and processes bench warrants and enters and withdraws warrants from LEIN/TALON systems.
19. Prepares and processes documentation to bind cases over to Circuit Court.
20. Closes cases, ensuring that record includes all actions; all dispositional information and orders; and all documentation of completion of jail time, community service, treatment, driver's education and victim impact classes, payment of fines, costs, restitution, and fees, and other orders of sentence.
21. Prints register of actions for closed cases and distributes to appropriate parties.
22. May balance bond book and prepare checks to refund bonds, apply bonds to fines and costs or forfeit bonds to the Court.
23. May balance daily cash drawer.
24. May serve as a back-up recorder for a judge.
25. May open and distribute incoming mail and prepare and process out-going mail.
26. May perform other functions as necessary to ensure proper caseflow and timely litigation of cases in the Court.

REQUIRED KNOWLEDGE AND SKILLS:

1. Excellent customer relation skills.
2. Basic knowledge of Michigan Court Rules and Michigan Secretary of State Traffic Benchbook.
3. Basic knowledge of court administrative procedures and practices.
4. Basic knowledge of traffic, civil, and criminal court processes.
5. Fast and accurate keyboarding skills.
6. Accurate mathematical skills.
7. Working knowledge of privacy requirements related to court records.
8. Computer literacy and knowledge of word processing, spreadsheet and database management applications.
9. Knowledge of document imaging protocols and equipment operation.
10. Knowledge of court recording protocols and requirements and the proper use of court recording equipment.
11. LEIN user knowledge.
12. Good time management and organizational skills.
13. Good verbal and written communications skills.
14. Excellent interpersonal and human relations skills.

15. Ability to interact positively and professionally with judges, attorneys, prosecutors, law enforcement officers, employees, community and business representatives, plaintiffs, defendants, other parties to litigation and members of the general public with widely divergent socio-economic and cultural backgrounds and varying levels of communication skills.

NOTE: Ability to communicate in Spanish, Lao, Cambodian or other language spoken by ethnic groups residing in the county strongly preferred.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

High school diploma or GED combined with some post-secondary training in court administration, business information systems, legal secretarial or other relevant field and two years of progressively responsible experience in a legal practice or court administrative office position requiring extensive public contact and fast, accurate keyboarding skills; or an equivalent combination of education, training and experience.

LICENSES AND CERTIFICATIONS:

Must become LEIN certified within 6 months of the date of hire and maintain certification.

PHYSICAL REQUIREMENTS:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

WORKING CONDITIONS:

Work is generally performed in a normal office environment.

2018 Costs per Deductions
Employer Costs

District Court Clerk I

District Court	D3- Step A			
FTE	Wages	Benefits	TOTAL COST	
1.0000	32,503.38	29,038.56	61,541.94	

LETTER OF UNDERSTANDING
BETWEEN
OTTAWA COUNTY BOARD OF COMMISSIONERS,
AND
THE JUDGES OF THE 58TH JUDICIAL DISTRICT OF MICHIGAN AND OTTAWA
COUNTY EMPLOYEES ASSOCIATION

PILOT PROJECT FOR TEMPORARY STAFFING


This letter of understanding is an addendum to the Collective Bargaining Agreement between the Judges of the 58th Judicial District of Michigan, the County of Ottawa and the Ottawa County Employees Association.

The parties to this Letter of Understanding recognize there are times due to an increase in work because of the economy or other factors outside County control, the staffing in the District Court is not sufficient to complete the work load without placing an undue burden on existing District Court clerk staff. In addition, the parties recognize that the work load may fluctuate from time to time and may not require a permanent increase to staff.


Effective January 1, 2009, employees in the unit agree to a two-year pilot program whereby two existing employees outside of the bargaining unit would be temporarily assigned to the District Court to assist District Court clerk staff with their workload. In exchange for this agreement, the Court/County agree not to supplant or lay off any existing employee in the unit by the temporary placement of non-bargaining unit employees in the District Court. If, during the two year pilot program, workload would decrease in the District Court, the County and Court agree that the employees placed in this pilot program would be the first employees laid off or transferred back to their original positions, regardless of seniority with Ottawa County. Employees on temporary transfer into the pilot program will continue to accrue seniority for the purposes of retirement, longevity, or other benefits, but will not be allowed priority over current District Court employees for the purposes of vacation, regardless of seniority.

This pilot program will be reevaluated in two years, or sooner if deemed necessary, by either party, from the execution of this Letter of Understanding. The parties to this agreement agree that this Letter of Understanding is non precedential for any other purpose but the pilot program described above.

For the County:


Donald Disselkoen, Date 11/25/08
Chairman

For the Court:


Judge Susan Jonas, Date 11-24-08
Chief Judge

For the Local Association:


Cathy Shaw Date 11-24-08
President

MEMORANDUM OF UNDERSTANDING

CONTINUATION OF PILOT PROJECT FOR TEMPORARY STAFFING IN THE 58TH DISTRICT COURT

This **MEMORANDUM OF UNDERSTANDING AGREEMENT** (the "Agreement") is made and entered into between the Ottawa County Register of Deeds, (the "ROD") the 58th District Court (the "Court") and the County of Ottawa (the "County") on the date set forth below.

WHEREAS the County/Court/ROD recognize there are times that the work load among county departments fluctuates due to the economy or other factors outside the County control: and

WHEREAS the County/Court/ROD recognize that staffing levels at the affected county departments may not be sufficient to address the increased work load: and

WHEREAS the County/Court/ROD are willing to participate in a pilot program to address this situation without a permanent increase to staff in any one department.

NOW THEREFORE, the parties agree as follows:

1. The County, the Court and the ROD agree to take the following actions:
 - (a) **Temporary Staffing.** The County/Court/ROD agree to continue to assign two Group T employees from the ROD office to the Court to assist existing Court staff with the increased work load.
 - (b) **Letter of Understanding:** The County and Court agree to enter into a Letter of Understanding with the 58th Judicial District Ottawa County Employees Association. (Attachment A)
 - (c) **Time Period:** The County/Court/ROD agree that this assignment, which began on January 1, 2009 for a two year pilot project, will remain in effect for 2011 and be evaluated on an annual basis thereafter.
 - (d) **Method of Assignment of Employees.** The County/Court/ROD agree that the two Group T employees temporarily assigned to the Court is preferred to be by volunteers.

(e) **Performance and Discipline Issues:** The County/Court/ROD agree that any performance or discipline issues that originate in the Court which will lead to the termination of either Group T employee will be referred to the ROD for resolution, in consultation with the Human Resources Department and the Court. The Court shall have authority to conduct day-to-day performance management, coaching and minor disciplinary actions with the Group T employees.

(f) **Benefits:** The County/Court/ROD agree that during the time the Group T employees are temporarily assigned to the Court, the Group T benefits manual will be controlling for their benefits, insurances and other terms and conditions of employment.

(g) **Work Location:** The County/Court/ROD agree that the temporarily assigned employees will be assigned to a work location as determined by the Court and that location will be the official worksite for the employees during their assignment.

(h) **Future Vacancies:** The County/Court/ROD agree that if one or both of the employees placed in this pilot program leaves the position for reasons other than a reduction in the Court's workload then the following procedure shall apply: the ROD and the District Court will jointly select and interview candidates. The ROD and the District Court will agree upon the candidate(s) to hire or agree to begin a new recruiting process. The parties further agree, that if there is a vacancy in the ROD Office, that the ROD has the option to reassign one of the employees placed in the Court back with the ROD¹, and the resulting vacancy, if approved, would be filled in accordance with the process listed above for jointly selecting and interviewing candidates.

2. The parties have executed this Agreement on the day and year indicated below. This Agreement shall be effective upon the signing of this Agreement or January 1, 2011.

AGREED AND ACCEPTED:



Gary Scholten, Register of Deeds

Dated: 3/2/11

THE 58th Judicial District Court

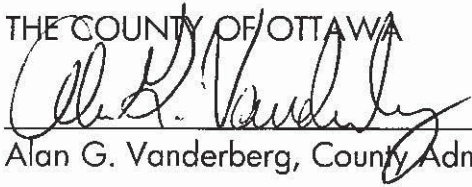


Dated: 2/14/11

¹ To preserve seniority rights within the Register of Deeds Office.

Judge Brad Knoll, Chief Judge

THE COUNTY OF OTTAWA



Alan G. Vanderberg, County Administrator

Dated: 3/2/11

MEMORANDUM OF UNDERSTANDING
CONTINUATION OF PILOT PROJECT FOR TEMPORARY STAFF IN THE
58TH DISTRICT COURT

This **MEMORANDUM OF UNDERSTANDING AGREEMENT** (the "Agreement") is made and entered into between the Ottawa County Clerk/Register of Deeds, (the "CCROD") the 58th District Court (the "Court") and the County of Ottawa (the "County") on the date set forth below.

WHEREAS the County/Court/CCROD recognize there are times that the work load among county offices fluctuates due to the economy or other factors outside the County control: and

WHEREAS the County/Court/CCROD recognize that staffing levels at the affected county offices may not be sufficient to address the increased work load: and

WHEREAS the County/Court/CCROD are willing to participate in a pilot program to address the situation without a permanent increase to staff in any one office.

NOW THEREFORE, the parties agree as follows:

1. The County, the Court and the CCROD agree to take the following actions:
 - (a) **TEMPORARY STAFFING.** The County/Court/CCROD agree to assign one Group T employee (the "employee") from the CCROD office to the Court to assist existing Court staff with the increased work load.
 - (b) **LETTER OF UNDERSTANDING.** The County and Court agree to enter into a Letter of Understanding with the 58th Judicial District Ottawa County Employees Association. (Attachment A)
 - (c) **TIME PERIOD.** The County/Court/CCROD agree that this assignment, which began on January 1, 2009 for a two year pilot project, will remain in effect for 2013 and be evaluated on an annual basis thereafter.
 - (d) **METHOD OF ASSIGNMENT OF EMPLOYEES.** The County/Court/CCROD agree that the employee temporarily assigned to the Court is preferred to be by volunteer.
 - (e) **PERFORMANCE AND DISCIPLINE ISSUES.** The County/Court/CCROD agree that any performance or discipline issue that originates in the Court which will lead to the termination of the employee will be referred to the CCROD for resolution, in consultation with the Human Resources Department and the Court. The Court shall have the authority to conduct day-to-day performance management, coaching and minor disciplinary actions with the employee.
 - (f) **BENEFITS.** The County/Court/CCROD agree that during the time the Group T employee is temporarily assigned to the Court, the Group T benefits manual will be controlling for their benefits, insurances and other terms and conditions of employment.

- (g) **WORK LOCATION.** The County/Court/CCROD agree that the temporarily assigned employee will be assigned to a work location as determined by the Court and that location will be the official worksite for the employees during their assignment.
- (h) **FUTURE VACANCIES.** The County/Court/CCROD agree that if the employee placed in this pilot program leaves the position for reasons other than a reduction in the Court's workload then the following procedure shall apply: CCROD and the Court will jointly select and interview candidates. The CCROD and Court will agree upon the candidate to hire or agree to begin a new recruiting process. The parties further agree, that if there is a vacancy in the CCROD Office, that the CCROD has the option to reassign the employee placed in the Court back with the CCROD (to preserve seniority rights within the CCROD office), and the resulting vacancy, if approved, would be filled in accordance with the process listed above for jointly selecting and interviewing candidates.

2. The parties have executed this Agreement on the day and year indicated below. This Agreement shall be effective upon the signing of this Agreement or January 1, 2013.

AGREED AND ACCEPTED:

OTTAWA COUNTY CLERK/REGISTER OF DEEDS


Daniel C. Krueger, County Clerk/Register of Deeds


Dated: 2/7/13

58TH DISTRICT COURT


Judge Brad Knoll, Chief Judge

Dated: 1/29/13

THE COUNTY OF OTTAWA


Alan G. Vanderberg, County Administrator

Dated: 2/12/13



County of Ottawa

Office of the Treasurer

Bradley J. Slagh
County Treasurer

Cheryl Clark
Chief Deputy Treasurer

Mollie Bonter
Deputy Treasurer

12220 Fillmore St., Room 155, West Olive, MI 49460-0310

bslagh@miottawa.org

Phone: (616) 994-4505
1-800-764-4111, ext. 4505

Fax: (616) 994-4509

Web Site: www.miOttawa.org

Report To: Ottawa County Finance & Administration Committee

From: Bradley Slagh

Date: May 7, 2018

Re: Financial month end update for April 30, 2018

General Fund

Attached are the graphs representing an overview of the status of the General Fund portfolio, for Ottawa County as of April 30, 2018. As depicted in the graphs the asset distribution of the General Pooled Funds by types and percentages fall within the requirements of the County's Investment Policy. As always the documentation for building these graphs is available should you desire to review it.

You will notice that the Cash amount is significantly higher than normal on the Investment Distribution by Maturity report. This is a result of a \$14 million check to Consumers Energy being voided at month end, so a new check could be written. That void put all of that money back into the checking account.

OPEB

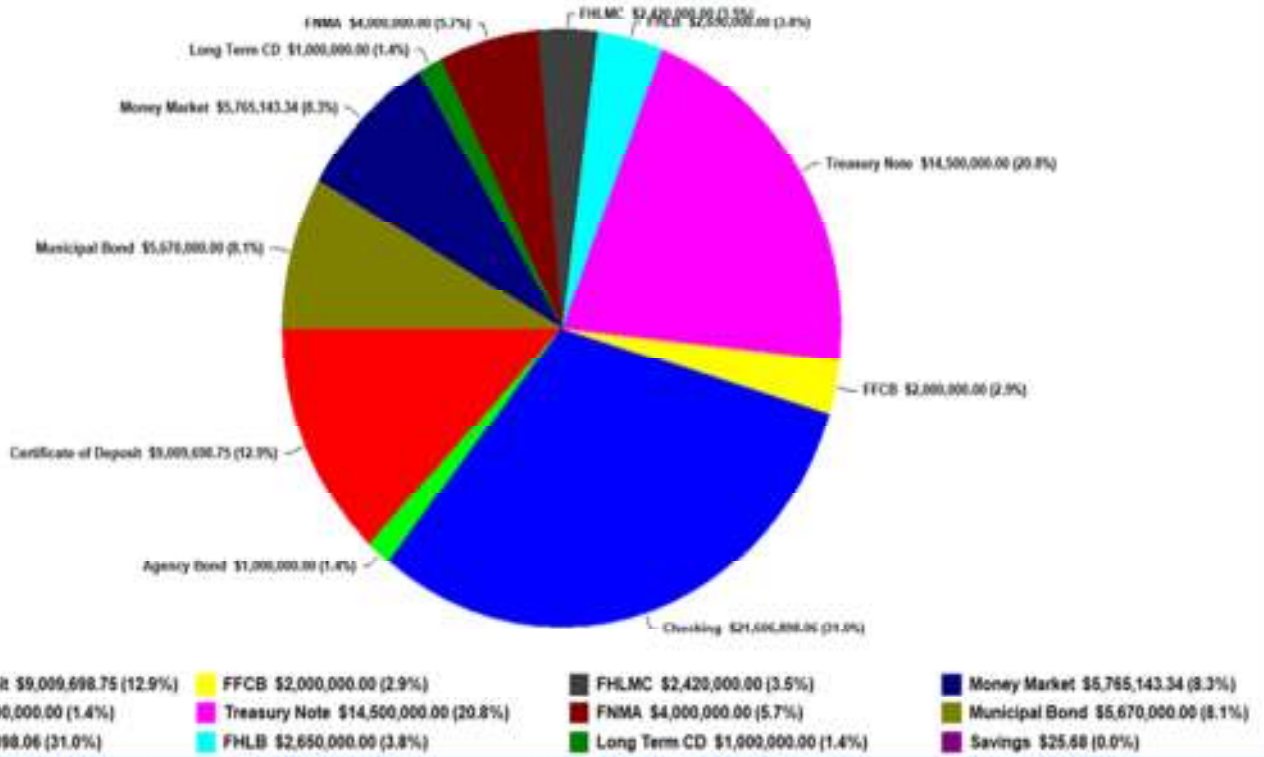
The OPEB Cash Flow report and the OPEB Allocation Report both dated April 30, 2018 are attached. We are still in a positive cash flow position, with the portfolio value up about \$100 K for the fiscal year.

Please call or email me if you have any questions regarding any of this material.

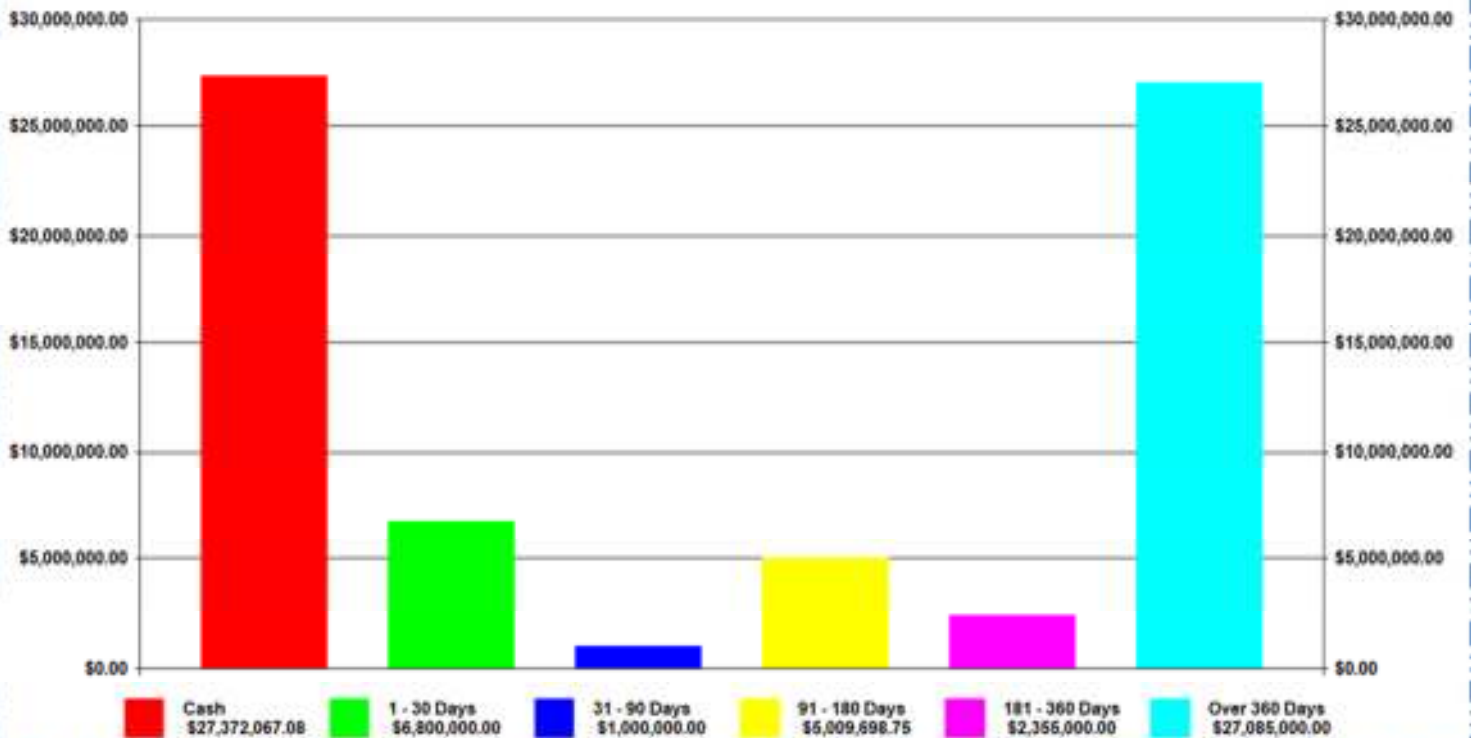
I will not be able to attend the April Finance & Admin Committee meeting, please contact me if you have any questions before or after the meeting.

Ottawa County General Pooled Funds

Open Investments (Ending Par Val/Shares): \$69,621,765.83
04/30/2018



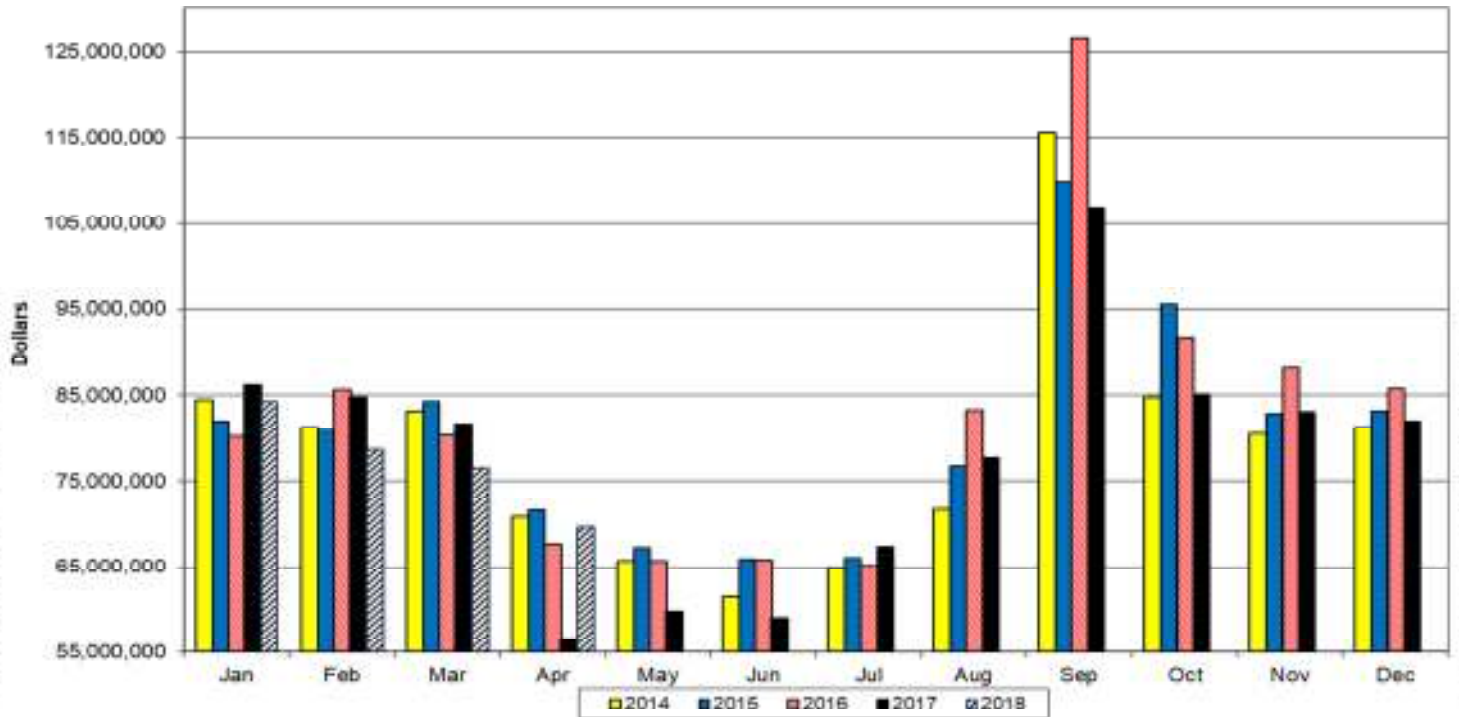
Inv. Distribution by Maturity (Ending Par Val/Shares): \$69,621,765.83
04/30/2018



Ottawa County General Pooled Funds

April 30, 2018

Historical Comparison By Month



General Fund Monthly Interest Yield (before Unrealized Capital Gain/Loss)



GASB 31 Compliance Ottawa County Treasurer

Effective Interest - Actual Life
Receipts for Period
10/01/17 - 04/30/18

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 10/01/17	Beginning Unit Price	Par Value On 10/01/17	Reported Value 10/01/17	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 04/30/18	Price Source 04/30/18	Reported Value 04/30/18	Change in Fair Value	Interest	Net Investment Income
Agency Bond																			
3132X0TH4	17-0053	FAMCA - Agency Bond 1.87	04/01/21	08/04/17	Open Fair Value	-1.1763	FTI	0.992970	1,000,000.00	992,970.00	0.00	0.00	0.975200	1,000,000.00	FTI	975,200.00	-17,770.00	10,908.33	-6,861.67
Agency Bond Total						-1.1763		0.992970	1,000,000.00	992,970.00	0.00	0.00	0.975200	1,000,000.00		975,200.00	-17,770.00	10,908.33	-6,861.67
Certificate of Deposit																			
	17-0052-01	C.D. 365 1.15 11/23/17		08/03/17	11/23/17	Amort Value	1.1515	Manual	1.000000	752,619.34	752,619.34	0.00	752,619.34	0.000000	0.00	0.00	0.00	1,258.42	1,258.42
	17-0054-01	C.D. 365 1.35 11/23/17		08/03/17	11/23/17	Amort Value	1.3500	Manual	1.000000	750,000.00	750,000.00	0.00	750,000.00	0.000000	0.00	0.00	0.00	1,470.21	1,470.21
	17-0055-01	C.D. 1.14 11/23/17		08/03/17	11/23/17	Amort Value	1.1400	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	419.58	419.58
	17-0056-01	C.D. 1.13 11/23/17		08/03/17	11/23/17	Amort Value	1.1401	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	419.63	419.63
	17-0057-01	C.D. 365 1.30 11/23/17		08/03/17	11/23/17	Amort Value	1.3033	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	473.11	473.11
	17-0058-01	C.D. 365 1.16 11/23/17		08/03/17	11/23/17	Amort Value	1.1606	Manual	1.000000	752,645.32	752,645.32	0.00	752,645.32	0.000000	0.00	0.00	0.00	1,268.43	1,268.43
	17-0062-01	C.D. 365 1.15 12/07/17		08/03/17	12/07/17	Amort Value	1.1518	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	528.54	528.54
	17-0063-01	C.D. 365 1.35 12/07/17		08/03/17	12/07/17	Amort Value	1.3500	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00	0.00	0.00	1,239.04	1,239.04
	17-0064-01	C.D. 1.05 12/07/17		08/03/17	12/07/17	Amort Value	1.0500	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	488.54	488.54
	17-0065-01	C.D. 365 1.00 12/07/17		08/03/17	12/07/17	Amort Value	1.0000	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	465.28	465.28
	17-0066-01	C.D. 1.14 12/07/17		08/03/17	12/07/17	Amort Value	1.1400	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	530.42	530.42
	17-0067-01	C.D. 1.13 12/07/17		08/03/17	12/07/17	Amort Value	1.1300	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	525.76	525.76
	17-0068-01	C.D. 365 1.30 12/07/17		08/03/17	12/07/17	Amort Value	1.3022	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00	0.00	0.00	1,195.16	1,195.16
	17-0069-01	C.D. 365 1.18 12/07/17		08/03/17	12/07/17	Amort Value	1.1810	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00	0.00	0.00	1,083.90	1,083.90
	17-0070-01	C.D. 1.10 12/07/17		08/03/17	12/07/17	Amort Value	1.1000	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	511.81	511.81
	17-0072-01	C.D. 365 1.15 12/21/17		08/17/17	12/21/17	Amort Value	1.1518	Manual	1.000000	752,893.49	752,893.49	0.00	752,893.49	0.000000	0.00	0.00	0.00	1,924.35	1,924.35
	17-0073-01	C.D. 1.10 12/21/17		08/17/17	12/21/17	Amort Value	1.0950	Manual	1.000000	753,376.25	753,376.25	0.00	753,376.25	0.000000	0.00	0.00	0.00	1,856.13	1,856.13
	17-0074-01	C.D. 365 1.17 12/21/17		08/17/17	12/21/17	Amort Value	1.1709	Manual	1.000000	752,922.15	752,922.15	0.00	752,922.15	0.000000	0.00	0.00	0.00	1,956.50	1,956.50
	17-0075-01	C.D. 365 1.40 12/21/17		08/17/17	12/21/17	Amort Value	1.3917	Manual	1.000000	753,501.09	753,501.09	0.00	753,501.09	0.000000	0.00	0.00	0.00	2,327.18	2,327.18
	17-0076-01	C.D. 365 1.15 01/04/18		08/17/17	01/04/18	Amort Value	1.1520	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	749.60	749.60
	17-0077-01	C.D. 1.35 01/04/18		08/17/17	01/04/18	Amort Value	1.3315	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00	0.00	0.00	1,756.85	1,756.85
	17-0078-01	C.D. 1.10 01/04/18		08/17/17	01/04/18	Amort Value	1.0950	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	722.39	722.39
	17-0079-01	C.D. 1.14 01/04/18		08/17/17	01/04/18	Amort Value	1.1400	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	752.08	752.08
	17-0080-01	C.D. 1.15 01/04/18		08/17/17	01/04/18	Amort Value	1.1300	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	745.49	745.49
	17-0081-01	C.D. 365 1.20 01/04/18		08/17/17	01/04/18	Amort Value	1.2022	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00	0.00	0.00	1,564.49	1,564.49
	17-0082-01	C.D. 365 1.17 01/04/18		08/17/17	01/04/18	Amort Value	1.1712	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	762.08	762.08
	17-0085-01	C.D. 1.15 01/04/18		08/17/17	01/04/18	Amort Value	1.1500	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	758.68	758.68
	17-0086-01	C.D. 365 1.40 01/04/18		08/17/17	01/04/18	Amort Value	1.4017	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00	0.00	0.00	1,824.12	1,824.12
	17-0087-01	C.D. 365 1.15 01/18/18		08/25/17	01/18/18	Amort Value	1.1521	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	860.14	860.14
	17-0088-01	C.D. 365 1.35 01/18/18		08/25/17	01/18/18	Amort Value	1.3500	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	1,007.88	1,007.88
	17-0089-01	C.D. 1.10 01/18/18		08/25/17	01/18/18	Amort Value	1.1000	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	832.64	832.64
	17-0090-01	C.D. 365 1.41 01/18/18		08/25/17	01/18/18	Amort Value	1.4329	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00	0.00	0.00	2,139.47	2,139.47
	17-0092-01	C.D. 1.15 01/18/18		08/25/17	01/18/18	Amort Value	1.1500	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	870.48	870.48
	17-0093-01	C.D. 1.13 01/18/18		08/25/17	01/18/18	Amort Value	1.1300	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	855.34	855.34
	17-0094-01	C.D. 365 1.15 01/18/18		08/25/17	01/18/18	Amort Value	1.1521	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	860.14	860.14
	17-0095-01	C.D. 365 1.17 01/18/18		08/25/17	01/18/18	Amort Value	1.1713	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	874.46	874.46
	17-0096-01	C.D. 1.15 01/18/18		08/25/17	01/18/18	Amort Value	1.1500	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	870.48	870.48
	17-0097-01	C.D. 365 1.40 01/18/18		08/25/17	01/18/18	Amort Value	1.3730	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	1,025.05	1,025.05
	17-0091-01	C.D. 365 1.05 01/18/18		08/25/17	01/18/18	Amort Value	1.0500	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00	0.00	0.00	794.79	794.79
	17-0100-01	C.D. 365 1.50 02/01/18		08/31/17	02/01/18	Amort Value	1.5000	Manual	1.000000	750,000.00	750,000.00	0.00	750,000.00	0.000000	0.00	0.00	0.00	3,791.09	3,791.09
	17-0101-01	C.D. 365 1.41 02/01/18		08/31/17	02/01/18	Amort Value	1.4330	Manual	1.000000	750,000.00	750,000.00	0.00	750,000.00	0.000000	0.00	0.00	0.00	3,621.85	3,621.85
	17-0098-01	C.D. 365 1.40 02/01/18		08/31/17	02/01/18	Amort Value	1.4026	Manual	1.000000	252,043.68	252,043.68	0.00	252,043.68	0.000000	0.00	0.00	0.00	1,191.34	1,191.34
	17-0099-01	C.D. 365 1.40 02/01/18		08/31/17	02/01/18	Amort Value	1.4027	Manual	1.000000	1,256,553.09	1,256,553.09	0.00	1,256,553.09	0.000000	0.00	0.00	0.00	5,939.41	5,939.41
	17-0110-01	C.D. 1.37 02/09/18		09/22/17	02/09/18	Amort Value	1.3541	Manual	1.000000	250,000.00	250,000								

GASB 31 Compliance Ottawa County Treasurer

Effective Interest - Actual Life Receipts for Period 10/01/17 - 04/30/18

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield	Price Source	Beginning Unit Price	Par Value On 10/01/17	Reported Value 10/01/17	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 04/30/18	Price Source 04/30/18	Reported Value 04/30/18	Change in Fair Value	Interest	Net Investment Income
	17-0126-01	C.D. 1.15 03/01/18	09/22/17	03/01/18	Amort Value	1.1500	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,205.90	1,205.90
	17-0127-01	C.D. 365 1.41 03/01/18	09/22/17	03/01/18	Amort Value	1.4135	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,461.90	1,461.90
	17-0128-01	C.D. 365 1.40 03/01/18	09/22/17	03/01/18	Amort Value	1.4035	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,451.59	1,451.59
	17-0129-01	C.D. 365 1.20 03/01/18	09/22/17	03/01/18	Amort Value	1.2000	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,258.33	1,258.33
	17-0130-01	C.D. 1.16 03/01/18	09/22/17	03/01/18	Amort Value	1.1600	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,216.39	1,216.39
	17-0131-01	C.D. 1.13 03/01/18	09/22/17	03/01/18	Amort Value	1.1300	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,184.93	1,184.93
	17-0132-01	C.D. 365 1.25 03/01/18	09/22/17	03/01/18	Amort Value	1.2528	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,295.70	1,295.70
	17-0133-01	C.D. 365 1.16 03/01/18	09/22/17	03/01/18	Amort Value	1.1614	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,201.22	1,201.22
	17-0134-01	C.D. 365 1.50 03/01/18	09/22/17	03/01/18	Amort Value	1.5024	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,553.87	1,553.87
	17-0135-01	C.D. 365 1.15 03/01/18	09/22/17	03/01/18	Amort Value	1.1514	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,190.85	1,190.85
	17-0151-01	C.D. 365 1.42 03/29/18	09/28/17	03/29/18	Amort Value	1.4085	Manual	1.000000	251,861.22	251,861.22	0.00	251,861.22	0.000000	0.00		0.00	0.00	1,739.71	1,739.71
	17-0152-01	C.D. 1.20 03/29/18	09/28/17	03/29/18	Amort Value	1.2000	Manual	1.000000	251,762.34	251,762.34	0.00	251,762.34	0.000000	0.00		0.00	0.00	1,502.18	1,502.18
	17-0153-01	C.D. 1.23 03/29/18	09/28/17	03/29/18	Amort Value	1.2300	Manual	1.000000	251,869.81	251,869.81	0.00	251,869.81	0.000000	0.00		0.00	0.00	1,540.39	1,540.39
	17-0154-01	C.D. 365 1.26 03/29/18	09/28/17	03/29/18	Amort Value	1.2620	Manual	1.000000	252,026.55	252,026.55	0.00	252,026.55	0.000000	0.00		0.00	0.00	1,559.76	1,559.76
	17-0155-01	C.D. 1.30 03/29/18	09/28/17	03/29/18	Amort Value	1.3000	Manual	1.000000	251,869.81	251,869.81	0.00	251,869.81	0.000000	0.00		0.00	0.00	1,628.05	1,628.05
	17-0156-01	C.D. 365 1.55 03/29/18	09/28/17	03/29/18	Amort Value	1.5530	Manual	1.000000	252,385.60	252,385.60	0.00	252,385.60	0.000000	0.00		0.00	0.00	1,922.21	1,922.21
	17-0157-01	C.D. 365 1.41 03/29/18	09/28/17	03/29/18	Amort Value	1.4141	Manual	1.000000	251,221.28	251,221.28	0.00	251,221.28	0.000000	0.00		0.00	0.00	1,742.24	1,742.24
	17-0158-01	C.D. 365 1.26 03/29/18	09/28/17	03/29/18	Amort Value	1.2620	Manual	1.000000	251,411.83	251,411.83	0.00	251,411.83	0.000000	0.00		0.00	0.00	1,555.95	1,555.95
	17-0159-01	C.D. 365 1.55 03/29/18	09/28/17	03/29/18	Amort Value	1.5530	Manual	1.000000	251,546.49	251,546.49	0.00	251,546.49	0.000000	0.00		0.00	0.00	1,915.83	1,915.83
	17-0160-01	C.D. 365 1.50 03/29/18	09/28/17	03/29/18	Amort Value	1.5000	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,839.04	1,839.04
	17-0161-01	C.D. 365 1.35 03/29/18	09/28/17	03/29/18	Amort Value	1.3437	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,647.45	1,647.45
	17-0162-01	C.D. 365 1.30 03/29/18	09/28/17	03/29/18	Amort Value	1.3000	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,593.84	1,593.84
	17-0163-01	C.D. 365 1.25 03/29/18	09/28/17	03/29/18	Amort Value	1.2532	Manual	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,536.52	1,536.52
	17-0137-01	C.D. 365 1.42 04/12/18	09/27/17	04/12/18	Amort Value	1.4247	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,766.55	3,766.55
	17-0138-01	C.D. 1.20 04/12/18	09/27/17	04/12/18	Amort Value	1.2000	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,216.66	3,216.66
	17-0140-01	C.D. 365 1.50 04/12/18	09/27/17	04/12/18	Amort Value	1.5000	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,965.75	3,965.75
	17-0144-01	C.D. 365 1.15 04/12/18	09/27/17	04/12/18	Amort Value	1.1500	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,082.63	3,082.63
	17-0145-01	C.D. 365 1.30 04/12/18	09/27/17	04/12/18	Amort Value	1.3000	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,436.99	3,436.99
	17-0146-01	C.D. 1.20 04/12/18	09/27/17	04/12/18	Amort Value	1.2000	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,216.66	3,216.66
	17-0147-01	C.D. 1.23 04/12/18	09/27/17	04/12/18	Amort Value	1.2300	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,297.09	3,297.09
	17-0150-01	C.D. 365 1.20 04/12/18	09/27/17	04/12/18	Amort Value	1.2022	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,178.47	3,178.47
	17-0141-01	C.D. 1.20 04/12/18	09/27/17	04/12/18	Amort Value	1.2000	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,216.67	3,216.67
	17-0142-01	C.D. 365 1.34 04/12/18	09/27/17	04/12/18	Amort Value	1.3441	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,553.68	3,553.68
	17-0143-01	C.D. 365 1.41 04/12/18	09/27/17	04/12/18	Amort Value	1.4146	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,739.93	3,739.93
	17-0148-01	C.D. 365 1.25 04/12/18	09/27/17	04/12/18	Amort Value	1.2536	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,314.32	3,314.32
	17-0149-01	C.D. 365 1.55 04/12/18	09/27/17	04/12/18	Amort Value	1.5537	Manual	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	4,107.74	4,107.74
	17-0166-01	C.D. 365 1.50 04/26/18	10/05/17	04/26/18	Amort Value	1.5000		0.000000	0.00	0.00	500,000.00	500,000.00	0.000000	0.00		0.00	0.00	4,171.23	4,171.23
	17-0169-01	C.D. 365 1.25 04/26/18	10/05/17	04/26/18	Amort Value	1.2500		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	1,762.15	1,762.15
	17-0170-01	C.D. 365 1.25 04/26/18	10/05/17	04/26/18	Amort Value	1.2500		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	1,738.01	1,738.01
	17-0171-01	C.D. 1.23 04/26/18	10/05/17	04/26/18	Amort Value	1.2300		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	1,733.96	1,733.96
	17-0172-01	C.D. 365 1.25 04/26/18	10/05/17	04/26/18	Amort Value	1.2537		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	1,743.19	1,743.19
	17-0173-01	C.D. 365 1.27 04/26/18	10/05/17	04/26/18	Amort Value	1.2726		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	1,769.49	1,769.49
	17-0164-01	C.D. 365 1.43 04/26/18	10/05/17	04/26/18	Amort Value	1.4349		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	1,995.07	1,995.07
	17-0165-01	C.D. 1.30 04/26/18	10/05/17	04/26/18	Amort Value	1.3000		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	1,832.64	1,832.64
	17-0167-01	C.D. 365 1.34 04/26/18	10/05/17	04/26/18	Amort Value	1.3443		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	1,869.10	1,869.10
	17-0168-01	C.D. 365 1.42 04/26/18	10/05/17	04/26/18	Amort Value	1.4248		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	1,981.07	1,981.07
	17-0174-01	C.D. 365 1.45 04/26/18	10/05/17	04/26/18	Amort Value	1.4534		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	2,020.87	2,020.87
	17-0175-01	C.D. 365 1.43 04/30/18	10/05/17	04/30/18	Amort Value	1.4350		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	2,034.52	2,034.52
	17-0176-01	C.D. 1.30 04/30/18	10/05/17	04/30/18	Amort Value	1.3000		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	1,868.75	1,868.75
	17-0177-01	C.D. 365 1.50 04/30/18	10/05/17	04/30/18	Amort Value	1.5000		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	2,126.71	2,126.71
	17-0178-01	C.D. 365 1.34 04/30/18	10/05/17	04/30/18	Amort Value	1.3444		0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	1,906.06	1,906.0

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Effective Interest - Actual Life
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10/01/17 - 04/30/18

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield	Price Source	Beginning Unit Price	Par Value On 10/01/17	Reported Value 10/01/17	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 04/30/18	Price Source	Reported Value 04/30/18	Change in Fair Value	Interest	Net Investment Income		
	18-0015	C.D. 365 1.95 08/02/18	04/26/18		Open Amort Value	1.9487		0.000000	0.00	0.00	251,995.07	0.00	1.000000	251,995.07	Manual	251,995.07	0.00	67.27	67.27		
	18-0016	C.D. 1.95 08/02/18	04/26/18		Open Amort Value	1.9500		0.000000	0.00	0.00	251,832.64	0.00	1.000000	251,832.64	Manual	251,832.64	0.00	68.20	68.20		
	18-0017	C.D. 365 2.00 08/02/18	04/26/18		Open Amort Value	1.9986		0.000000	0.00	0.00	251,869.10	0.00	1.000000	251,869.10	Manual	251,869.10	0.00	68.96	68.96		
	18-0018	C.D. 365 1.95 08/02/18	04/26/18		Open Amort Value	1.9487		0.000000	0.00	0.00	251,981.07	0.00	1.000000	251,981.07	Manual	251,981.07	0.00	67.26	67.26		
	18-0019	C.D. 365 1.95 08/02/18	04/26/18		Open Amort Value	1.9455		0.000000	0.00	0.00	252,020.87	0.00	1.000000	252,020.87	Manual	252,020.87	0.00	67.17	67.17		
	18-0020	C.D. 365 1.95 08/02/18	04/26/18		Open Amort Value	1.9500		0.000000	0.00	0.00	500,000.00	0.00	1.000000	500,000.00	Manual	500,000.00	0.00	133.56	133.56		
	18-0021	C.D. 2.00 08/02/18	04/26/18		Open Amort Value	2.0000		0.000000	0.00	0.00	750,000.00	0.00	1.000000	750,000.00	Manual	750,000.00	0.00	208.33	208.33		
	18-0022	C.D. 365 2.00 08/02/18	04/26/18		Open Amort Value	1.9986		0.000000	0.00	0.00	500,000.00	0.00	1.000000	500,000.00	Manual	500,000.00	0.00	136.89	136.89		
		Certificate of Deposit Total				<u>1.3294</u>		<u>1.000000</u>	<u>37,308.690.92</u>	<u>37,308.690.92</u>	<u>14,759.698.75</u>	<u>43,058.698.92</u>	<u>1.000000</u>	<u>9,009.698.75</u>		<u>9,009.698.75</u>	<u>0.00</u>	<u>242.191.94</u>	<u>242.191.94</u>		
		Checking																			
	0000-001017	General Checking	AR-0142	Gen Chkg-Chemical 2551149939	01/30/15	Open Fair Value		0.4397	Manual	1.000000	11,517,756.14	11,517,756.14	0.00	-10,089,141.92	1.000000	21,606,898.06	Manual	21,606,898.06	0.00	18,139.74	18,139.74
	0000-001019	SET	AR-0144	SET-Chemical 2551156678	02/27/15	Open Fair Value		0.000000	Manual	0.000000	0.00	0.00	0.00	0.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
		Checking Total						<u>0.4397</u>		<u>1.000000</u>	<u>11,517,756.14</u>	<u>11,517,756.14</u>	<u>0.00</u>	<u>-10,089,141.92</u>	<u>1.000000</u>	<u>21,606,898.06</u>		<u>21,606,898.06</u>	<u>0.00</u>	<u>18,139.74</u>	<u>18,139.74</u>
		Commercial Paper																			
	22533UDA8	Com Paper - Credit Agricole CIB 0.00 04/10/18	17-0186-01		11/03/17	04/10/18	Amort Value	1.3872		0.000000	0.00	0.00	994,031.11	1,000,000.00	0.000000	0.00	0.00	5,968.89	0.00	5,968.89	
		Commercial Paper Total						<u>1.3872</u>		<u>0.000000</u>	<u>0.00</u>	<u>0.00</u>	<u>994,031.11</u>	<u>1,000,000.00</u>	<u>0.000000</u>	<u>0.00</u>	<u>0.00</u>	<u>5,968.89</u>	<u>0.00</u>	<u>5,968.89</u>	
		FFCB																			
	3133EC5A8	Agency FFBC 0.87 11/27/17	12-0211-01		11/29/12	11/27/17	Fair Value	1.0757	FTI	0.999680	500,000.00	499,840.00	0.00	500,000.00	0.000000	0.00	160.00	676.67	836.67		
	3133ECRD8	Agency - FHLB 1.45 06/06/19	13-0097		06/14/13		Open Fair Value	0.997250	1,000,000.00	997,250.00	0.00	0.00	0.990120	1,000,000.00	FTI	990,120.00	-7,130.00	8,458.34	1,328.34		
	3133EHXN8	FFCB 2.35 09/11/24	17-0102		09/15/17		Open Fair Value	-5.4501	FTI	0.996030	1,000,000.00	996,030.00	0.00	0.00	0.950630	1,000,000.00	FTI	950,630.00	-45,400.00	13,708.33	-31,691.67
		FFCB Total						<u>-2.3789</u>		<u>0.997248</u>	<u>2,500,000.00</u>	<u>2,493,120.00</u>	<u>0.00</u>	<u>500,000.00</u>	<u>0.970375</u>	<u>2,000,000.00</u>		<u>1,940,750.00</u>	<u>-52,370.00</u>	<u>22,843.34</u>	<u>-29,526.66</u>
		FHLB																			
	3130ADSU7	Agency - FHLB 3.05 03/29/23	18-0014		04/11/18		Open Fair Value	-13.078		0.000000	0.00	0.00	1,000,000.00	0.00	0.991040	1,000,000.00	FTI	991,040.00	-8,960.00	1,694.44	-7,265.56
	3130AABG2	Agency - FHLB 1.875 11/29/21	18-0030		12/06/16		Open Fair Value	-3.2823	FTI	1.000820	1,000,000.00	1,000,820.00	0.00	0.00	0.970800	1,000,000.00	FTI	970,800.00	-30,020.00	10,937.50	-19,082.50
	3130A52Q1	FHLB 1.70 04/28/20	15-0092		04/28/15		Open Fair Value	-0.2234	FTI	0.995400	650,000.00	647,010.00	0.00	0.00	0.984180	650,000.00	FTI	639,717.00	-7,293.00	6,445.83	-847.17
		FHLB Total						<u>-2.6764</u>		<u>0.998685</u>	<u>1,650,000.00</u>	<u>1,647,830.00</u>	<u>1,000,000.00</u>	<u>0.00</u>	<u>0.981720</u>	<u>2,650,000.00</u>		<u>2,601,557.00</u>	<u>-46,273.00</u>	<u>19,077.77</u>	<u>-27,195.23</u>
		FHLMC																			
	3134G92G1	FHLMC 1.50 08/25/20	16-0177		08/25/16		Open Fair Value	0.8057	FTI	0.975670	1,000,000.00	975,670.00	0.00	0.00	0.971620	1,000,000.00	FTI	971,620.00	-4,050.00	8,750.00	4,700.00
	3134GBSW3	Agency - FHLMC 1.75 12/22/20	17-0051		06/30/17		Open Fair Value	-1.9885	FTI	0.996880	420,000.00	418,689.60	0.00	0.00	0.975800	420,000.00	FTI	409,533.60	-9,156.00	4,287.50	-4,868.50
	3134GBX64	FHLMC 2.35 11/22/22	17-0188		11/22/17		Open Fair Value	-5.2417		0.000000	0.00	0.00	1,000,000.00	0.00	0.966470	1,000,000.00	FTI	966,470.00	-33,530.00	10,379.17	-23,150.83
		FHLMC Total						<u>-1.8364</u>		<u>0.981943</u>	<u>1,420,000.00</u>	<u>1,394,359.60</u>	<u>1,000,000.00</u>	<u>0.00</u>	<u>0.970092</u>	<u>2,420,000.00</u>		<u>2,347,623.60</u>	<u>-46,736.00</u>	<u>23,416.67</u>	<u>-23,319.33</u>
		FNMA																			
	3136G3LG8	Agency - FNMA 1.55 07/28/20	16-0123		04/28/16		Open Fair Value	0.4186	FTI	0.984650	1,000,000.00	984,650.00	0.00	0.00	0.978050	1,000,000.00	FTI	978,050.00	-6,600.00	9,041.67	2,441.67
	3136G4GF4	Agency - FNMA 1.55 10/28/21	16-0291		10/31/16		Open Fair Value	-1.1706	FTI	0.973610	1,000,000.00	973,610.00	0.00	0.00	0.957740	1,000,000.00	FTI	957,740.00	-15,870.00	9,041.67	-6,828.33
	3136G4EW9	Agency - FNMA 1.25 04/27/20	17-0050		06/30/17		Open Fair Value	-0.1295	FTI	0.983210	500,000.00	491,605.00	0.00	0.00	0.975170	500,000.00	FTI	487,585.00	-4,020.00	3,645.83	-374.17
	3136G0Y54	FNMA 1.375 10/30/19	13-0002		01/15/13		Open Fair Value	-0.6378	FTI	0.993360	1,000,000.00	993,360.00	0.00	0.00	0.981620	1,000,000.00	FTI	981,620.00	-11,740.00	8,020.83	-3,719.17
	3136G4BD4	Agency - FNMA 1.35 03/29/21	17-0190		12/28/17		Open Fair Value	-2.6778		0.000000	0.00	0.00	488,750.00	0.00	0.963940	500,000.00	FTI	481,970.00	-6,780.00	2,306.25	-4,473.75
		FNMA Total						<u>-0.5873</u>		<u>0.983779</u>	<u>3,500,000.00</u>	<u>3,443,225.00</u>	<u>488,750.00</u>	<u>0.00</u>	<u>0.971741</u>	<u>4,000,000.00</u>		<u>3,886,965.00</u>	<u>-45,010.00</u>	<u>32,056.25</u>	<u>-12,953.75</u>
		Long Term CD																			
	9497485X1	Wells Fargo Long CD 1.20 06/18/18	16-0163		06/29/16		Open Fair Value	2.9217	Manual	0.990000	1,000,000.00	990,000.00	0.00	0.00	1.000000	1,000,000.00	Manual	1,000,000.00	10,000.00	6,969.87	16,969.87
		Long Term CD Total						<u>2.9217</u>		<u>0.990000</u>	<u>1,000,000.00</u>	<u>990,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.000000</u>	<u>1,000,000.00</u>		<u>1,000,000.00</u>	<u>10,000.00</u>	<u>6,969.87</u>	<u>16,969.87</u>
		Money Market																			
	0000-008040	MBIA GF	AR-0003	PF#40-GF MI CLASSMI-01-004-0001	12/31/98		Open Fair Value	1.5596	Manual	1.000000	18,107,305.11	18,107,305.11	0.00	13,921,137.91	1.000000	4,186,167.20	Manual	4,186,167.20	0.00	78,862.09	78,862.09
	0000-008041	MBIA Lib	AR-0004	PF#41-Lib CLASS MI-01-0046-0002	08/04/00		Open Fair Value	-102.99	Manual	1.000000	144,132.84	144,132.84	0.00	0.00	0.000000	0.00	Manual	0.00	-144,132.84	1,914.87	-142,217.97
	0000-008005	GF AIM	AR-0060	PF #5-GF AIM/UBS 10729	10/06/08		Open Fair Value	0.0000	Manual	0.000000	0.00	0.00	0.00	0.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
	0000-008007	GF CCU MM	AR-0068	PF#7-GF CCU 9100037697	01/08/10		Open Fair Value	0.2000	Manual	1.000000	52,735.04	52,735.04	0.00	-61.29	1.000000	52,796.33	Manual	52,796.33	0.00	61.29	61.29
	0000-008008	GF UFCU MM	AR-0069	PF#8-GF UFCU 166179-S66	01/08/10		Open Fair Value	0.0000	Manual	0.000000	0.00	0.00	0.00	0.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
	0000-008064	Horizon MM-GF	AR-0183	Horizon GF MM 0066016339	05/26/17		Open Fair Value	-1.1132	Manual	1.000000	5,512,113.54	5,512,113.54	0.00	3,985,933.73	1.000000	1,526,179.81	Manual	1,526,179.81	0.00	14,066.27	14,066.27
		Money Market Total						<u>-0.7587</u>		<u>1.000000</u>	<u>23,816,286.53</u>	<u>23,816,286.53</u>	<u>0.00</u>	<u>17,907,010.35</u>	<u>1.000000</u>	<u>5,765,143.34</u>		<u>5,765,143.34</u>	<u>-144,132.84</u>	<u>94,904.52</u>	<u>-49,228.32</u>
		Municipal Bond																			
	5946106M4	Muni MI State Txb -B-Sch Ln 3.279 11/01/17	12-0210-01		11/30/12	11/01/17	Fair Value	1.4747	FTI	1.001490	1,500,000.00	1,502,235.00	0.00	1,500,000.00	0.000000	0.00	0.00	-2,235.00	4,098.75	1,863.75	
	5946107J0	Muni MI State-REF-B-TXB 2.65 12/01/17	11-0211-01		10/19/11	12/01/17	Fair Value	1.4141	FTI	1.002060	2,000,000.00	2,004,120.00	0.00	2,000,000.00	0.000000	0.00	0.00	-4,120.00	8,833.33	4,713.33	
	735776CM6	Muni - Portage 3.00 01/01/21	17-0071		08/22/17		Open Fair Value	-1.4225	FTI	1.020400	220,000.00	224,488.00	0.00	0.00	0.994390	220,000.00	FTI	218,765.80	-5,722.20	3,850.00	-1,872.20
	413450HW0	Muni - Harper Creek School 2.134 05/01/19	15-0290		10/26/15		Open Fair Value	0.4935	FTI	1											

GASB 31 Compliance Ottawa County Treasurer

Effective Interest - Actual Life
Receipts for Period
10/01/17 - 04/30/18

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source	Beginning Unit Price	Par Value On 10/01/17	Reported Value 10/01/17	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 04/30/18	Price Source 04/30/18	Reported Value 04/30/18	Change in Fair Value	Interest	Net Investment Income
912828PF1	12-0029-01	Treasury Note 1.875 10/31/17	02/13/12	10/31/17	Fair Value	1.0764	FTI	1.000640	2,000,000.00	2,001,280.00	0.00	2,000,000.00	0.000000	0.00		0.00	-1,280.00	3,057.07	1,777.07
912828UU2	14-0105-01	Treasury Note 0.75 03/31/18	07/24/14	03/31/18	Fair Value	1.2189	FTI	0.997700	1,000,000.00	997,700.00	0.00	1,000,000.00	0.000000	0.00		0.00	2,300.00	3,729.40	6,029.40
912828UN8	13-0098	Treasury Note 2.00 02/15/23	07/01/13	Open	Fair Value	-4.1905	FTI	1.000550	1,000,000.00	1,000,550.00	0.00	0.00	0.965160	1,000,000.00	FTI	965,160.00	-35,390.00	11,589.30	-23,800.70
912828WN6	15-0155	Treasury Note 2.00 05/31/21	05/18/15	Open	Fair Value	-2.8069	FTI	1.008910	1,500,000.00	1,513,365.00	0.00	0.00	0.980820	1,500,000.00	FTI	1,471,230.00	-42,135.00	17,445.50	-24,689.50
912828SH4	12-0032	Treasury Note 1.375 02/28/19	03/12/12	Open	Fair Value	0.2555	FTI	0.999340	2,000,000.00	1,998,680.00	0.00	0.00	0.992810	2,000,000.00	FTI	1,985,620.00	-13,060.00	16,028.18	2,968.18
912828VP2	13-0124	Treasury Note 2.00 07/31/20	08/02/13	Open	Fair Value	-1.9158	FTI	1.010860	1,000,000.00	1,010,860.00	0.00	0.00	0.988160	1,000,000.00	FTI	988,160.00	-22,700.00	11,602.81	-11,097.19
912828RH5	12-0031	Treasury Note 1.375 09/30/18	03/09/12	Open	Fair Value	0.9201	FTI	0.999960	2,000,000.00	1,999,920.00	0.00	0.00	0.997310	2,000,000.00	FTI	1,994,620.00	-5,300.00	16,003.68	10,703.68
912828SV3	15-0156	Treasury Note 1.75 05/15/22	05/18/15	Open	Fair Value	-3.7683	FTI	0.994690	1,500,000.00	1,492,035.00	0.00	0.00	0.962700	1,500,000.00	FTI	1,444,050.00	-47,985.00	15,319.73	-32,665.27
912828M56	16-0081	Treasury Note 2.25 11/15/25	03/11/16	Open	Fair Value	-5.3547	FTI	0.999960	1,000,000.00	999,960.00	0.00	0.00	0.954920	1,000,000.00	FTI	954,920.00	-45,040.00	13,131.19	-31,908.81
912828G38	16-0249	Treasury Note 2.25 11/24/24	10/17/16	Open	Fair Value	-4.9220	FTI	1.004920	1,000,000.00	1,004,920.00	0.00	0.00	0.962030	1,000,000.00	FTI	962,030.00	-42,890.00	13,131.19	-29,758.81
912828J76	17-0187	Treasury Note 1.75 03/31/22	11/06/17	Open	Fair Value	-4.2955		0.000000	0.00	0.00	1,489,275.00	0.00	0.963830	1,500,000.00	FTI	1,445,745.00	-43,530.00	12,680.09	-30,849.91
912828X47	17-0189	Treasury Note 1.875 04/30/22	12/04/17	Open	Fair Value	-4.4081		0.000000	0.00	0.00	1,985,987.60	0.00	0.967580	2,000,000.00	FTI	1,935,160.00	-50,827.60	15,329.80	-35,497.80
Treasury Note Total						-2.3109		1.001376	14,000,000.00	14,019,270.00	3,475,262.60	3,000,000.00	0.975634	14,500,000.00		14,146,695.00	-347,837.60	149,047.94	-198,789.66
Investment Total						-0.1223		0.999517	106,882,759.27	106,831,167.12	21,717,742.46	58,876,559.35	0.989744	69,621,765.83		68,907,736.08	-764,614.15	705,243.84	-59,370.31

Earnings and Yields Summary

Ottawa County Treasurer

Effective Interest - Actual Life

Receipts for Period

10/01/17 - 04/30/18

Run Date: 05/05/18

Run Time: 08:19:06

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Security Description	10/01/17 10/31/17	11/01/17 11/30/17	12/01/17 12/31/17	01/01/18 01/31/18	02/01/18 02/28/18	03/01/18 03/31/18	04/01/18 04/30/18	10/01/17 04/30/18
Combined Port								
Agency Bond	1,558.34	1,558.34	1,558.33	1,558.33	1,558.33	1,558.33	1,558.33	10,908.33
Certificate o	46,431.80	44,955.38	40,630.49	39,589.53	28,783.91	25,062.18	16,738.66	242,191.95
Checking	3,907.33	1,251.44	1,926.36	1,933.36	1,804.45	2,414.95	4,901.85	18,139.74
Commercial Pa	0.00	1,052.58	1,167.96	1,170.70	1,059.78	1,175.95	341.92	5,968.89
FFCB	3,686.00	3,637.67	3,324.32	3,324.48	3,324.48	3,324.59	3,324.64	23,946.18
FHLB	2,547.96	2,548.00	2,548.59	2,548.59	2,548.59	2,548.59	4,243.04	19,533.36
FHLMC	1,869.96	2,457.45	3,828.27	3,828.23	3,828.23	3,828.23	3,828.23	23,468.60
FNMA	4,419.15	4,419.50	4,503.82	5,262.73	5,262.73	5,262.78	5,263.64	34,394.35
Long Term CD	1,019.18	986.30	1,019.18	1,019.18	920.55	1,019.18	986.30	6,969.87
Money Market	22,269.56	3,941.90	5,545.11	9,551.89	13,652.92	23,515.87	16,427.27	94,904.52
Municipal Bon	14,353.23	13,012.34	8,534.09	8,531.93	8,531.93	8,531.93	8,531.43	70,026.88
Savings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Treasury Note	<u>18,587.14</u>	<u>18,403.60</u>	<u>22,611.21</u>	<u>22,948.52</u>	<u>20,769.69</u>	<u>22,941.45</u>	<u>21,180.00</u>	<u>147,441.61</u>
Port Total	<u>120,649.65</u>	<u>98,224.50</u>	<u>97,197.73</u>	<u>101,267.47</u>	<u>92,045.59</u>	<u>101,184.03</u>	<u>87,325.31</u>	<u>697,894.28</u>

Combined Port								
Agency Bond	1.8700	1.8700	1.8700	1.8700	1.8700	1.8700	1.8700	1.8700
Certificate o	1.2860	1.2884	1.3022	1.3495	1.3700	1.3889	1.4453	1.3294
Checking	0.4058	0.2553	0.3143	0.3468	0.4028	0.4174	1.0298	0.4397
Commercial Pa	0.0000	1.3803	1.3834	1.3867	1.3898	1.3929	1.3950	1.3872
FFCB	1.7737	1.7985	2.0001	2.0001	2.0001	2.0000	2.0000	1.9293
FHLB	1.8571	1.8571	1.8572	1.8572	1.8572	1.8572	2.2009	1.9224
FHLMC	1.5806	1.7148	1.8986	1.8985	1.8985	1.8985	1.8985	1.8482
FNMA	1.5176	1.5175	1.5251	1.5853	1.5853	1.5853	1.5852	1.5593
Long Term CD	1.2000	1.2000	1.2000	1.2000	1.2000	1.2000	1.2000	1.2000
Money Market	1.2497	1.1486	1.2758	1.4073	1.5038	1.6683	1.7610	1.4626
Municipal Bon	1.8640	2.0243	1.7924	1.7921	1.7921	1.7921	1.7921	1.8461
Savings	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Treasury Note	<u>1.5636</u>	<u>1.6846</u>	<u>1.7366</u>	<u>1.7407</u>	<u>1.7441</u>	<u>1.7435</u>	<u>1.7739</u>	<u>1.7140</u>
Port Total	<u>1.3062</u>	<u>1.3886</u>	<u>1.3887</u>	<u>1.4356</u>	<u>1.4853</u>	<u>1.5160</u>	<u>1.6415</u>	<u>1.4373</u>

Ottawa County O.P.E.B. 2018

**Greenleaf Trust Investments
2018 Fiscal Year to Date Cash Flow
from the Greenleaf Monthly Rpt**

As of:

4/30/2018

Report Month	Cash Deposits	Asset Deposits	Cash Disbursements	Asset Disbursements	Management Fees	Total Investment Income	Cash flow for Month	Fiscal Year Cash Flow YTD
Oct	\$0.00	\$0.00	(\$2,602.60)	\$0.00	(\$3,935.93)	\$2,273.12	(\$4,265.41)	(\$4,265.41)
Nov	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,968.41)	\$4,562.39	\$593.98	(\$3,671.43)
Dec	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,011.23)	\$107,857.18	\$103,845.95	\$100,174.52
Jan	\$0.00	\$0.00	(\$2,698.88)	\$0.00	(\$4,031.68)	\$3,672.70	(\$3,057.86)	\$97,116.66
Feb	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,121.64)	\$7,143.75	\$3,022.11	\$100,138.77
Mar	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,047.35)	\$11,555.54	\$7,508.19	\$107,646.96
Apr	\$0.00	\$0.00	(\$2,685.01)	\$0.00	(\$4,018.34)	\$2,709.62	(\$3,993.73)	\$103,653.23
May	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103,653.23
Jun	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103,653.23
Jul	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103,653.23
Aug	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103,653.23
Sep	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103,653.23
2018 YTD	\$0.00	\$0.00	(\$7,986.49)	\$0.00	(\$28,134.58)	\$139,774.30	\$103,653.23	

Ottawa County, Michigan - OPEB Section 115 Trust

Greenleaf Trust

Portfolio Asset Allocation
From Monthly Statement

April 30, 2018

Asset	<u>Market Values at 10/1/2017</u>		<u>Market Values at 4/30/2018</u>		Transactions Impacting Market Value	Month to Date Impact
	Dollar Amount	Percentage	Dollar Amount	Percentage		
		0.00%		0.00%		
		0.00%		0.00%		
Exchange Traded Fds- Equity	\$1,596,577.16	30.67%	\$1,870,384.53	34.84%	Contributions	\$0.00
		0.00%		0.00%	Payments	
Mutual Fund - Equity	\$1,358,457.25	26.10%	\$1,208,635.69	22.51%	Disbursements	(\$2,685.01)
		0.00%		0.00%	Withdrawals & Distributions	\$0.00
Mutual Fund Equity - International	\$427,511.88	8.21%	\$418,390.60	7.79%	Administrative Expenses	(\$4,018.34)
		0.00%		0.00%	Investment Income	\$2,709.62
Mutual Fund - Alt		0.00%		0.00%		
		0.00%		0.00%	Investment Change (+/-)	\$2,810.65
Corporate Bonds	\$949,916.24	18.25%	\$942,252.71	17.55%		
		0.00%		0.00%	MTD fee or income increase/decrease	(\$1,183.08)
Certificate of Deposit - Local		0.00%		0.00%		
		0.00%		0.00%		
Exchange Traded Fds - Fixed Inc		0.00%		0.00%		
		0.00%		0.00%		
Mutual Fund - Fixed Income	\$72,834.12	1.40%		0.00%		
		0.00%		0.00%		
US Government Notes & Bonds	\$551,147.59	10.59%	\$651,908.43	12.14%		
		0.00%		0.00%		
US Government Agency Taxable		0.00%		0.00%		
		0.00%		0.00%		
US Government Agency Exempt		0.00%		0.00%		
		0.00%		0.00%		
Money Market Funds - Taxable	248751.55	4.78%	277264.49	5.16%		
		0.00%		0.00%		
		0.00%		0.00%		
TOTAL PORTFOLIO	\$5,205,195.79	100.00%	\$5,368,836.45	100.00%		

PORTFOLIO ASSET ALLOCATION PARAMETERS

	Current	Target
Equities	65.14%	65%
Total Fixed Income	29.69%	30%
Cash & Equivalents	5.16%	5%
	100%	100%