

**Agenda**  
**Finance and Administration Committee**  
**West Olive Administration Building – Board Room and YouTube**  
**12220 Fillmore, West Olive, MI 49460**  
**Friday, November 8, 2024**  
**11:30 AM**

**Public Comment**

**Approval of Agenda**

**Consent Resolutions:**

1. Approval of Minutes from the [October 1, 2024](#) Finance and Administration Committee Meeting.

**Agenda and Action Requests:**

1. [Statement of Review](#)  
Suggested Motion:  
To approve the Statement of Review.
2. [Accounts Payable for September 23, 2024 through October 18, 2024](#)  
Suggested Motion:  
To approve the general claims in the amount of \$56,847,240.46 as presented by the summary report for September 23, 2024 through October 18, 2024.
3. [Applicant Tracking Software](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the request from Human Resources to approve an agreement with Neogov for applicant tracking system software for a total cost of \$236,445.52 over the 5 year period.
4. [Children's Special Health Services Grant](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners a contract with the Southeastern Michigan Health Association (SEMHA).
5. [Substance Use Disorder Grant](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners a contract with Lakeshore Regional Entity. Approval of this motion also recognizes and appropriates additional grant revenue in the amount of \$10,778.

6. [Contract With Vitality for Health Management Plan](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the request to contract with Vitality for the employee health management plan for a period of three years.

7. [MOA Between Ottawa County and MSU Extension](#)

Suggested Motion:

To approve the MOA between Ottawa County and MSU Extension for Fiscal Year 2025.

8. [Assessing Services for Polkton Charter Township](#)

Suggested Motion:

To approve and forward to the Board of Commissioners for authorization to sign the contract to provide assessing services for Polkton Charter Township; and approve the request from Equalization to add one .49FTE Appraiser 2 position, and increase one existing Abstract/Indexing Clerk from .5 FTE to .525 FTE to be funded by the assessing agreement with Polkton Charter Township; and recognize and appropriate contract revenue of \$33,500 for Fiscal Year 2025.

9. [Landscape and Snowplow Services](#)

Suggested Motion:

To approve and forward to the board of commissioners a contract for landscape and snow removal services at multiple locations.

10. [Contract for Informacast License Renewal](#)

Suggested Motion:

To approve and forward to the Board of Commissioners a four-year contract with SHI to purchase licensing for InformaCast.

11. [Brownfield Plan for Coopersville MFD LLC](#)

Suggested Motion:

To recommend and forward to the Board of Commissioners a resolution approving the Brownfield Plan Amendment for Coopersville MFD LLC located in the City of Coopersville.

12. [Contract for Medical Services in Correctional Facility](#)

Suggested Motion:

To review and approve the 4 year contract with VitalCore for jail medical services in the amount of \$8,269,794.89.

13. [FY2025 Budget Adjustments](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the FY2025 budget adjustments per the attached schedule.



## **Committee Reports:**

- I. [Treasurer's Financial Month End Update](#); Cheryl Clark

## **Public Comment**

## **Adjournment at Call of the Chairperson**

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

## **FINANCE AND ADMINISTRATION COMMITTEE**

### **Proposed Minutes**

DATE: October 1, 2024

TIME: 10:01 a.m.

PLACE: Fillmore Street Complex

PRESENT: Gretchen Cosby, Roger Belknap, Joe Moss, Rebekah Curran, and Kendra Wenzel. (5)

SUBJECT: PUBLIC COMMENT

1. Bob Spaman – Blendon Township
2. Shantel Martenal – Park Township

SUBJECT: APPROVAL OF AGENDA

FC 24-113      Motion: To approve the agenda of today.  
Moved by: Moss      UNANIMOUS

SUBJECT: CONSENT RESOLUTIONS

FC 24-114      Motion: To approve the minutes from the September 17, 2024, Finance and  
Administration Special Committee Meeting.  
Moved by: Moss      UNANIMOUS

SUBJECT: STATEMENT OF REVIEW

FC 24-115      Motion: To approve the Statement of Review.  
Moved by: Moss

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Joe Moss, Kendra Wenzel, Gretchen Cosby. (5)

SUBJECT: ACCOUNTS PAYABLE FOR AUGUST 26, 2024 THROUGH SEPTEMBER 20, 2024

FC 24-116      Motion: To approve the general claims in the amount of \$32,482,466.93 as presented  
by the summary report for August 26, 2024 through September 20, 2024.  
Moved by: Moss

The motion passed by the following votes: Yeas: Joe Moss, Kendra Wenzel, Rebekah Curran, Roger Belknap, Gretchen Cosby. (5)

## SUBJECT: 2023 ADMINISTRATIVE AND IT COST ALLOCATION PLANS

FC 24-117 Motion: To approve and forward to the Board of Commissioners the 2023 Cost Allocation Plan and 2023 Innovation and Technology Department Allocation Plan for implementation in the 2025 budget.

Moved by: Belknap

The motion passed by the following votes: Yeas: Kendra Wenzel, Joe Moss, Rebekah Curran, Roger Belknap, Gretchen Cosby. (5)

## SUBJECT: PURCHASE OF DEVELOPMENT RIGHTS – EASEMENT ACQUISITION

FC 24-118 Motion: To forward to the Board of Commissioners and recommend Board Chair/Clerk signatures on a Conservation Option Agreement with Lee J. and Lisa E. Rillema for the development rights to approximately 47 acres of farmland in Blendon Township.

Moved by: Curran

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Kendra Wenzel, Joe Moss, Gretchen Cosby. (5)

## SUBJECT: DIGITAL EVIDENCE MANAGEMENT – PROSECUTOR’S OFFICE

FC 24-119 Motion: To approve the Axon Justice Contract to allow the Prosecutor’s Office to purchase and use the Evidence.com software for the management of digital evidence.

Moved by: Moss

The motion passed by the following votes: Yeas: Roger Belknap, Joe Moss, Rebekah Curran, Kendra Wenzel, Gretchen Cosby. (5)

## SUBJECT: WEST MICHIGAN HEALTH INSURANCE POOL TRUSTEE RESOLUTION

FC 24-120 Motion: To approve and forward to the Board of Commissioners the request to adopt the Resolution Naming Trustee and Alternative Trustee for the West Michigan Health Insurance Pool.

Moved by: Moss

The motion passed by the following votes: Yeas: Roger Belknap, Joe Moss, Kendra Wenzel, Rebekah Curran, Gretchen Cosby. (5)

## SUBJECT: INCREASE FTE OF VETERANS AFFAIRS ADMINISTRATIVE ASSISTANT

FC 24-121 Motion: To approve and forward to the Board of Commissioners the request from Veteran’s Affairs to increase the hours of the Administrative Assistant position from a 0.4 FTE to 0.5 FTE at a cost of \$20,315 funded by the CVSF Grant.

Moved by: Wenzel

The motion passed by the following votes: Yeas: Joe Moss, Rebekah Curran, Kendra Wenzel, Roger Belknap, Gretchen Cosby. (5)

SUBJECT: FY24 and FY25 BUDGET ADJUSTMENTS

FC 24-122      Motion: To approve and forward to the Board of Commissioners FY2024 and FY 2025 budget adjustments per the attached schedule.  
Moved by: Belknap

The motion passed by the following votes: Yeas: Rebekah Curran, Kendra Wenzel, Roger Belknap, Joe Moss, Gretchen Cosby. (5)

SUBJECT: COMMITTEE REPORTS

1. Treasurer's Report – Cheryl Clark gave discussion.

SUBJECT: PUBLIC COMMENT

1. Bob Spaman – Blendon Township

SUBJECT: ADJOURNMENT

The chairperson called for adjournment at 10:58 a.m.

## Action Request



**Committee:** Finance and Administration Committee

**Meeting Date:** 11/08/2024

**Requesting Department:** Administration

**Submitted By:** Stephanie Roelofs

**Agenda Item:** Statement of Review

### Suggested Motion:

To approve the Statement of Review.

### Summary of Request:

Mileage payments to Commissioners per the Commissioners' Mileage Policy.

### Financial Information:

Total Cost:	\$1,586.56	General Fund Cost:	\$1,586.56	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

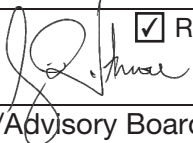
**Action is Related to Strategic Plan:**

**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:

Committee/Governing/Advisory Board Approval Date:

Commissioner Mileage Voucher

To: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Dept: \_\_\_\_\_

Date	Description	Miles	Current Rate	Amount
			\$0.670	
			\$0.670	
			\$0.670	
			\$0.670	
			\$0.670	
			\$0.670	
			\$0.670	
			\$0.670	
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
Total Mileage:			\$0.670	

## Commissioner Mileage Voucher

**To:** Roger Belknap (February 2024)

**Date:**

September 27 2024

**Address:**

**Dept:**

10111501 860000

**City:**

**State:**

**Zip:**

Date	Description	Miles	Current Rate	Amount
February 6 2024	Planning & Policy / Finance & Administration Committee Mtgs - Fillmore Complex	22.00	\$0.670	\$14.74
February 13 2024	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
February 15 2024	Ground Water Board Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
February 21 2024	Parks and Recreation Commission 20817510 860000	22.00	\$0.670	\$14.74
February 21 2024	West Michigan Shoreline Regional Development Commission WESTPLAN Policy Board - 316 Morris Ave, Suite 340, Muskegon	36.00	\$0.670	\$24.12
February 22 2024	Board of Commissioners Special Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
February 29 2024	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
Total Mileage:		168.00	\$0.670	\$112.56

## Commissioner Mileage Voucher

**To:** Roger Belknap (March 2024)

**Date:**

September 27 2024

**Address:**

**Dept:**

10111501 860000

**City:**

**State:**

**Zip:**

Date	Description	Miles	Current Rate	Amount
March 5 2024	Planning & Policy / Finance & Administration Committee Mtgs - Fillmore Complex	22.00	\$0.670	\$14.74
March 12 2024	Board of Commissioners Meeting & Broadband Committee Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
March 20 2024	West Michigan Shoreline Regional Development Commission WESTPLAN Policy Board - 316 Morris Ave, Suite 340, Muskegon	36.00	\$0.670	\$24.12
March 20 2024	Parks and Recreation Commission 20817510 860000	22.00	\$0.670	\$14.74
March 21 2024	Brownfield Redevelopment Authority - Fillmore Complex	22.00	\$0.670	\$14.74
March 26 2024	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
March 27 2024	Comprehensive Economic Development Strategy Committee (CEDS) - Allegan City Hall, 231 Trowbridge, Allegan	90.00	\$0.670	\$60.30
			\$0.670	\$0.00
March 5 2024	Parks & Rec Planning Committee 20817510 860000		\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
Total Mileage:		236.00	\$0.670	\$158.12



## Commissioner Mileage Voucher

**To:** Roger Belknap (April 2024)

**Date:**

September 27 2024

**Address:**

**Dept:**

10111501 860000

**City:**

**State:**

**Zip:**

Date	Description	Miles	Current Rate	Amount
April 2 2024	Planning & Policy / Finance & Administration Committee Mtgs - Fillmore Complex	22.00	\$0.670	\$14.74
April 9 2024	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
April 17 2024	West Michigan Shoreline Regional Development Commission WESTPLAN Policy Board - 316 Morris Ave, Suite 340, Muskegon	36.00	\$0.670	\$24.12
April 17 2024	Parks and Recreation Commission 20817510 860000	22.00	\$0.670	\$14.74
April 18 2024	Ottawa County Central Dispatch Authority Policy Board	22.00	\$0.670	\$14.74
April 18 2024	Brownfield Redevelopment Authority - Fillmore Complex	22.00	\$0.670	\$14.74
April 23 2024	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
			\$0.670	\$0.00
April 16 2024	Parks & Rec Planning Committee 20817510 860000	22.00	\$0.670	\$14.74
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
Total Mileage:		190.00	\$0.670	\$127.30

## Commissioner Mileage Voucher

**To:** Roger Belknap (May 2024)

**Date:**

September 27 2024

**Address:**

**Dept:**

10111501 860000

City:

**State:**

**Zip:**

Date	Description	Miles	Current Rate	Amount
May 7 2024	Planning & Policy / Finance & Administration Committee Mtgs - Fillmore Complex	22.00	\$0.670	\$14.74
May 14 2024	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
May 16 2024	Brownfield Redevelopment Authority - Fillmore Complex	22.00	\$0.670	\$14.74
May 22 2024	Parks and Recreation Commission 20817510 860000	22.00	\$0.670	\$14.74
			\$0.670	\$0.00
May 7 2024	Parks & Rec Planning Committee 20817510 860000		\$0.670	\$0.00
May 14 2024	Parks & Rec Finance & Personnel Committee 20817510 860000		\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
Total Mileage:		88.00	\$0.670	\$58.96

# Commissioner Mileage Voucher

To: Roger Belknap (June 2024)

Date:

September 27 2024

Address:

Dept:

10111501 860000

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
June 4 2024	Planning & Policy / Finance & Administration Committee Mtgs - Fillmore Complex	22.00	\$0.670	\$14.74
June 11 2024	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
June 20 2024	Ottawa County Groundwater Board - Fillmore Complex	22.00	\$0.670	\$14.74
June 27 2024	Ottawa County Central Dispatch Authority Policy Board	22.00	\$0.670	\$14.74
			\$0.670	\$0.00
June 4 2024	Parks & Rec Planning Committee 20817510 860000		\$0.670	\$0.00
June 12 2024	Parks & Rec Finance & Personnel Committee 20817510 860000	22.00	\$0.670	\$14.74
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
Total Mileage:		110.00	\$0.670	\$73.70

## Commissioner Mileage Voucher

**To:** Roger Belknap (July 2024)

**Date:**

September 27 2024

**Address:**

**Dept:**

10111501 860000

City:

**State:**

**Zip:**

Date	Description	Miles	Current Rate	Amount
July 2 2024	Planning & Policy / Finance & Administration Committee Mtgs - Fillmore Complex	22.00	\$0.670	\$14.74
July 9 2024	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
July 18 2024	Brownfield Redevelopment Authority - Fillmore Complex	22.00	\$0.670	\$14.74
July 23 2024	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
July 24 2024	Parks and Recreation Commission 20817510 860000	22.00	\$0.670	\$14.74
			\$0.670	\$0.00
July 9 2024	Parks & Rec Finance & Personnel Committee 20817510 860000		\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
Total Mileage:		110.00	\$0.670	\$73.70

## Commissioner Mileage Voucher

**To:** Roger Belknap (August 2024)

**Date:**

September 27 2024

**Address:**

**Dept:**

10111501 860000

**City:**

**State:**

**Zip:**

Date	Description	Miles	Current Rate	Amount
August 8 2024	Planning & Policy / Finance & Administration Committee Mtgs - Fillmore Complex	22.00	\$0.670	\$14.74
August 13 2024	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
August 15 2024	Ottawa County Groundwater Board - Fillmore Complex	22.00	\$0.670	\$14.74
August 21 2024	West Michigan Shoreline Regional Development Commission - 316 Morris Ave, Suite 340, Muskegon	36.00	\$0.670	\$24.12
August 21 2024	Parks and Recreation Commission 20817510 860000	22.00	\$0.670	\$14.74
August 23 2024	Board of Commissioners Work Session - Fillmore Complex	22.00	\$0.670	\$14.74
			\$0.670	\$0.00
August 6 2024	Parks & Rec Planning Committee 20817510 860000	22.00	\$0.670	\$14.74
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
Total Mileage:		168.00	\$0.670	\$112.56

# Commissioner Mileage Voucher

To: Roger Belknap (September 2024)

Date:

September 27 2024

Address:

Dept:

10111501 860000

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
September 3 2024	Planning & Policy / Finance & Administration Committee Mtgs - Fillmore Complex	22.00	\$0.670	\$14.74
September 10 2024	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
September 17 2024	Finance and Administration Committee Meeting	22.00	\$0.670	\$14.74
September 18 2024	Parks and Recreation Commission 20817510 860000	22.00	\$0.670	\$14.74
September 19 2024	Brownfield Redevelopment Authority - Fillmore Complex	22.00	\$0.670	\$14.74
September 20 2024	West Michigan Regional Planning Commission - Barry County, 121 S. Church St, Hastings, MI	150.00	\$0.670	\$100.50
September 24 2024	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.670	\$14.74
September 27 2024	Quarterly Meeting with Legislators	22.00	\$0.670	\$14.74
			\$0.670	\$0.00
September 3 2024	Parks & Rec Planning Committee 20817510 860000		\$0.670	\$0.00
September 10 2024	Parks & Rec Finance & Personnel Committee 20817510 860000		\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
			\$0.670	\$0.00
Total Mileage:		304.00	\$0.670	\$203.68

## Commissioner Mileage Voucher

**To:** Roger Bergman

**Date:**

October 31 2024

**Address:**

**Dept:**

10111501 860000

**City:**

**State:**

**Zip:**

Date	Description	Miles	Current Rate	Amount
August 28 2024	Spring Lake lake board	6.00	\$0.670	\$4.02
September 3 2024	Planing & policy	28.00	\$0.670	\$18.76
September 23 2024	Lloyd's boyou lake board	6.00	\$0.670	\$4.02
September 24 2024	Board of commission	28.00	\$0.670	\$18.76
October 1 2024	Planing & policy	28.00	\$0.670	\$18.76
October 2 2024	Spring Lake lake board	6.00	\$0.670	\$4.02
October 8 2024	Board of commission	28.00	\$0.670	\$18.76
October 16 2024	Board of commission SPECIAL MEETING	28.00	\$0.670	\$18.76
October 24 2024	Awards banquet	58.00	\$0.670	\$38.86
October 22 2024	CCAB meeting	28.00	\$0.670	\$18.76
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
Total Mileage:		244.00	\$0.670	\$163.48

## Commissioner Mileage Voucher

<b>To:</b> <u>Joe Moss</u>	<b>Date:</b> <u>October 30 2024</u>
<b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____	<b>Dept:</b> <u>10101010 860000 (Unless otherwise noted)</u>

Date	Description	Miles	Current Rate	Amount
October 1, 2024	Planning and Policy Committee Meeting	32.00	\$0.670	\$21.44
October 2, 2024	Executive Transition Committee	32.00	\$0.670	\$21.44
October 2 2024	Groundbreaking Ceremony for SE Regional Force Main	59.00	\$0.670	\$39.53
October 8 2024	Board of Commissioners Meeting	32.00	\$0.670	\$21.44
October 11 2024	Land Bank Authority (LBA)	32.00	\$0.670	\$21.44
October 14 2024	Legal Meeting	18.00	\$0.670	\$12.06
October 15 2024	Meeting at Fillmore	32.00	\$0.670	\$21.44
October 16 2024	Board of Commissioners (special meeting)	32.00	\$0.670	\$21.44
October 24 2024	Service Awards Banquet	32.00	\$0.670	\$21.44
		13.00	\$0.670	\$8.71
			\$0.670	\$0.00
<b>Total Mileage:</b>		<b>314.00</b>	<b>\$0.670</b>	<b>\$210.38</b>



## Commissioner Mileage Voucher

**To:** Kendra Wenzel

**Date:**

October 31 2024

**Address:**

**Dept:**

10111501 860000

**City:**

**State:**

**Zip:**

Date	Description	Miles	Current Rate	Amount
October 1 2024	Finance and Administration Committee Meeting	32.00	\$0.670	\$21.44
October 8 2024	Board of Commissioners Meeting	32.00	\$0.670	\$21.44
October 15 2024	BOC Meeting W Talent 8 am	32.00	\$0.670	\$21.44
October 15 2024	BOC Special Meeting	32.00	\$0.670	\$21.44
October 15 2024	Veterans Walkthrough Meeting	32.00	\$0.670	\$21.44
October 16 2024	BOC Emergency Meeting	32.00	\$0.670	\$21.44
October 25 2024	CMH Board 50%-64955020 860000 - 50%-64955029 860000	32.00	\$0.670	\$21.44
October 28 2024	Veteran's Affairs Committee	32.00	\$0.670	\$21.44
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
Total Mileage:		256.00	\$0.670	\$171.52

## Commissioner Mileage Voucher

**To:** Douglas R. Zylstra

**Date:** Sept - October 2024

**Address:** \_\_\_\_\_

**Dept:** 10111501 860000

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

Date	Description	Miles	Current Rate	Amount
September 10 2024	Board of Commissioners Meeting	30.00	\$0.670	\$20.10
September 17 2024	Commkittee Meeting	30.00	\$0.670	\$20.10
September 24 2024	Board of Commissioners Meeting	30.00	\$0.670	\$20.10
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
October 8 2024	Board of Commissioners Meeting	30.00	\$0.670	\$20.10
October 15 2024	Health and Human Services Committee Meeting	30.00	\$0.670	\$20.10
October 22 2024	Budget Meeting	30.00	\$0.670	\$20.10
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
	Pick From List		\$0.670	\$0.00
Total Mileage:		180.00	\$0.670	\$120.60

# Action Request



**Committee:** Finance and Administration Committee

**Meeting Date:** 11/08/2024

**Requesting Department:** Fiscal Services

**Submitted By:** Karen Karasinski

**Agenda Item:** Accounts Payable for September 23, 2024 through October 18, 2024.

## Suggested Motion:

To approve the general claims in the amount of \$56,847,240.46 as presented by the summary report for September 23, 2024 through October 18, 2024.

## Summary of Request:

Approve vendor payments in accordance with the Ottawa County Purchasing Policy. See attached list of vendors paid.

## Financial Information:

Total Cost: \$56,847,240.46	General Fund Cost: \$0.00	Included in Budget:	<input 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.


**Administration:** ☒ Recommended ☐ Not Recommended ☐ Without Recommendation  
**County Administrator:**

**Committee/Governing/Advisory Board Approval Date:**

Board of Commissioners

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**Summary of Request Continued:**

Total CHECKS   EFTs   WIRES	
	Dates: September 23, 2024
	to October 18, 2024
	Total of all funds: \$56,847,240.46

I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The amount of claims to be approved totals:

\$56,847,240.46



Karen Karasinski

Fiscal Services Director

10/17/24  
Date

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, November 5, 2024

Joe Moss, Chairperson  
Board of Commissioners

Justin Roebuck  
Clerk/Register of Deeds

## Total CHECKS | EFTs | WIRES



Dates: September 23, 2024

to October 18, 2024

Total of all funds: \$56,847,240.46

703	TAX COLLECTION CUSTODIAL FUND	\$40,162,684.47
681	RETIREMENT BENEFITS FUND	\$4,701,579.87
222	MENTAL HEALTH FUND	\$4,386,252.88
101	GENERAL FUND	\$1,866,852.05
675	EMPLOYEE BENEFITS FUND	\$1,124,949.57
401	CAPITAL PROJECTS FUND	\$1,080,656.95
801	DRAINS SPECIAL REV FUND	\$492,888.61
223	MENTAL HEALTH MILLAGE FUND	\$376,932.02
469	BLDG AUTHORITY CONST PROJ FUND	\$347,228.89
636	INNOVATION AND TECHNOLOGY FUND	\$303,776.68
221	HEALTH FUND	\$282,195.73
218	OTHER GOVERNMENTAL GRANTS FUND	\$255,871.66
100	GF IMPREST PAYROLL FUND	\$249,662.95
266	SHERIFF CONTRACTS FUND	\$200,345.58
710	DISTRICT COURT CUSTODIAL FUND	\$158,311.02
408	PARKS CAPITAL PROJECTS FUND	\$157,831.17
228	LANDFILL TIPPING FEES FUND	\$141,880.96
292	CHILD CARE FUND	\$99,499.39
701	GEN CUSTODIAL FUND	\$77,461.15
208	PARKS AND RECREATION FUND	\$69,127.90
736	OPEB TRUST FUND	\$49,666.90
260	PUBLIC DEFENDERS OFFICE FUND	\$45,563.97
872	INLAND LAKE IMPROVEMENT FUND	\$37,624.58
712	CIRCUIT COURT CUSTODIAL FUND	\$27,345.13
655	TELECOMMUNICATIONS FUND	\$27,198.21

## Total CHECKS | EFTs | WIRES



Dates: September 23, 2024

to October 18, 2024

Total of all funds: \$56,847,240.46

215	FRIEND OF THE COURT FUND	\$25,041.05
677	GENERAL LIABILITY & WC FUND	\$20,949.74
000	POOLED CASH FUND	\$12,942.96
664	EQUIPMENT POOL FUND	\$11,183.99
516	DELINQUENT TAXES FUND	\$10,815.50
711	PROBATE COURT CUSTODIAL FUND	\$10,486.04
679	LONGTERM DISABILITY FUND	\$10,376.45
243	BROWNFIELD REDVLPMT AUTH FUND	\$7,236.47
290	DEPT HLTH HUMAN SERVICES FUND	\$5,432.55
256	REG OF DEEDS AUTOMATION FUND	\$3,415.66
536	LAND BANK AUTHORITY FUND	\$1,880.33
676	UNEMPLOYMENT FUND	\$1,446.90
103	CELL TOWERS FUND	\$1,008.00
709	JUV CRT CUSTODIAL FUND	\$538.75
257	EARLY VOTING FUND	\$504.13
234	FARMLAND PRESERVATION FUND	\$462.15
263	CONCEALED PISTOL LICENSE FUND	\$131.50
106	BOARD INITIATIVES FUND	\$0.00
286	AMERICAN RESCUE PLAN ACT FUND	\$0.00
721	LIBRARY PENAL FINE FUND	\$0.00
645	COPIER RPLCMNT FUND	\$0.00
518	DELINQUENT TAX #2 FUND	\$0.00
714	INMATE CUSTODIAL FUND	\$0.00
369	OC BUILDING AUTH DEBT FUND	\$0.00
265	WEMET (SEPARATE COMPONENT)	\$0.00



**Total CHECKS | EFTs | WIRES**

Dates: September 23, 2024

to October 18, 2024

Total of all funds: \$56,847,240.46

301	DEBT SERVICE FUND	\$0.00
255	HOMESTEAD PROPERTY TAX FUND	\$0.00
262	FEDERAL FORFEITURE FUND	\$0.00
104	SOLID WASTE CLEAN UP FUND	\$0.00
105	DB/DC CONVERSION	\$0.00
107	INFRASTRUCTURE FUND	\$0.00
151	CEMETERY TRUST FUND	\$0.00
201	ROAD COMMISSION FUND	\$0.00
244	ECONOMIC DEVELOPMENT CORP FUND	\$0.00
284	OPIOID SETTLEMENT FUND	\$0.00
365	PUBLIC UTILITY BOND & INT FUND	\$0.00
465	PUBLIC UTILITY CONSTRUCT FUND	\$0.00
680	COMPENSATED ABSENCES FUND	\$0.00
802	DRAIN REVOLVING FUND	\$0.00
804	DRAIN REVOLVING MAINT FUND	\$0.00
805	DRAINS CAPITAL PRJT FUND	\$0.00
851	DRAINS DEBT SERVICE FUND	\$0.00
871	PUBLIC UTLTY MNTCE & OPER FUND	\$0.00
102	STABILIZATION FUND	\$0.00



**Accounts Payable Vendor Disbursements**  
**September 23 - October 18, 2024**

Vendor	Total Amount
MICHIGAN, STATE OF	\$ 40,663,377.41
MUNICIPAL EMPLOYEES	\$ 4,701,579.87
PRIORITY HEALTH	\$ 1,087,065.27
123.NET INC	\$ 1,001,726.14
MOKA CORPORATION	\$ 348,985.18
HERITAGE HOME INC	\$ 293,836.03
OTTAWA COUNTY MICHIG	\$ 255,398.00
HARBOR HOUSE MINISTR	\$ 239,908.17
PINE REST CHRISTIAN	\$ 202,564.61
I3-IMAGESOFT LLC	\$ 192,583.16
NETSMART TECHNOLOGIE	\$ 186,836.68
JP MORGAN CHASE **SEE APPENDIX A	\$ 185,260.82
OTTAWA COUNTY ROAD	\$ 175,499.78
TELE-RAD INC	\$ 171,533.54
PIONEER RESOURCES	\$ 170,872.79
HOPE NETWORK BEHAVIO	\$ 165,513.02
BEACON SPECIALIZED	\$ 163,569.45
REACH FOR RECOVERY I	\$ 155,031.29
SITE WORK SOLUTION	\$ 148,998.94
PREFERRED EMPLOYMENT	\$ 148,293.21
COMMUNITY LIVING NET	\$ 146,256.67
BENJAMIN'S HOPE	\$ 144,248.62
GRANGER CONSTRUCTION	\$ 142,990.05
TURNING LEAF	\$ 129,661.36
HOLLAND COMMUNITY	\$ 121,918.38
FOREST VIEW HOSPITAL	\$ 117,445.57
AMANI LLC	\$ 112,749.02
HOPE DISCOVERY ABA S	\$ 106,715.98
VAV OPERATIONS MI	\$ 100,008.06
OTTAWA CONSERVATION	\$ 99,820.75
SAMARITAS	\$ 98,389.09
DIGNIFIED CARE LLC	\$ 91,769.70
PATAGONIA HEALTH INC	\$ 91,480.80
VITALCORE HEALTH STR	\$ 86,575.57
PRINTING SYSTEMS INC	\$ 82,033.80
ZEELAND CITY OF	\$ 80,286.77
EMPLOYEE REIMBURSEMENT	\$ 77,632.70
POSITIVE BEHAVIOR SU	\$ 77,036.02
DELTA DENTAL PLAN OF	\$ 76,986.00
FISHBECK THOMPSON	\$ 73,725.25
LOCUMTENENS HOLDINGS	\$ 68,320.81

OTTAWA, COUNTY OF	\$	67,430.24
CONSUMERS ENERGY	\$	67,084.58
KIESLER POLICE SUPPL	\$	64,795.61
SAUDER MANUFACTURING	\$	61,311.05
INDIAN TRAILS CAMP	\$	59,924.59
LANDSCAPE DESIGN	\$	56,788.79
BURNHAM & FLOWER	\$	56,463.00
GUARDIANTRAC LLC	\$	56,303.54
WEX BANK	\$	52,129.16
MUSKEGON, COUNTY OF	\$	51,614.00
PENDOGANI GL LLC	\$	43,948.20
ADIA LLC	\$	43,821.60
CANTEEN SERVICES	\$	43,745.28
BUSSCHER DEVELOPMENT	\$	43,520.50
CHERRY STREET SERVIC	\$	43,073.87
THE CASPER CORP	\$	41,954.69
BETHANY CHRISTIAN SE	\$	41,523.45
MUELLER LAW	\$	40,764.68
RESTITUTION	\$	40,758.99
BERGMARK CONSULTING	\$	38,915.34
ENVIRO CLEAN SERVICE	\$	36,843.98
HAVENWYCK HOSPITAL	\$	36,765.99
SPECTRUM HEALTH HOSP	\$	36,644.00
EQUITABLE LEARNING	\$	36,575.72
SALE'S HEATING	\$	36,154.00
ZAWADI USA LLC	\$	35,914.20
HARBOR HUMANE SOCIET	\$	35,130.93
JOHN DEERE COMPANY	\$	35,057.49
BUILDING MEN FOR LIF	\$	34,413.15
LAKESHORE ENVIRONMEN	\$	33,568.20
HART INTERCIVIC	\$	33,276.73
METROPOLITAN LIFE IN	\$	32,376.93
ENTERPRISE FM TRUST	\$	31,200.17
JOHNSON CONTROLS INC	\$	30,658.25
GRAND VALLEY STATE	\$	30,642.00
ARBOR CIRCLE CORP	\$	29,741.25
WILSON STUART T	\$	29,661.72
CREDIBLEMIND INC	\$	29,500.00
WEBTECS INC	\$	28,466.00
RIGHT OF WAY MANAGEM	\$	28,148.35
DEWPOINT INC	\$	27,714.00
LRE	\$	26,762.36
FLEIS & VANDENBRINK	\$	26,000.00
WALLOON LAKE RECOVER	\$	25,669.70
EQ THE ENVIRONMENTAL	\$	25,564.82
MICHIGAN ASSOCIATION	\$	25,451.97
FAHEY SCHULTZ BURZYC	\$	23,824.90

VANDENBERG BROS	\$	23,500.00
DICK DAVID	\$	22,450.00
Joyce M Baumgardner	\$	21,660.35
IMPERIAL DADE	\$	21,452.27
GOOD SAMARITAN	\$	21,322.20
LIVING HOPE HOME CAR	\$	20,834.58
PROGRESSIVE AE INC	\$	20,231.10
SECOND STORY COUNSEL	\$	20,184.12
MCCABE ALAN	\$	20,058.35
THE SALVATION ARMY	\$	20,002.58
GRAND HAVEN BOARD	\$	18,816.86
DEVELOPMENTAL ENHANC	\$	18,481.75
PREIN & NEWHOF	\$	18,437.45
DLZ MICHIGAN INC	\$	18,121.65
DELIGHT CARE LLC	\$	18,000.00
CORNERSTONE AFC LLC	\$	17,825.70
WESTERN MICHIGAN PAT	\$	17,500.00
PT SOLUTIONS INC	\$	17,227.11
ALERA GROUP	\$	17,077.00
FAVOR HOUSE LLC	\$	17,000.00
RIVER CITY FLOORING	\$	16,866.54
PLM LAKE & LAND MGMT	\$	16,657.30
KAIZEN HEALTH INC.	\$	16,581.89
FRESH COAT PAINTING	\$	16,575.00
PITNEY BOWES INC	\$	16,200.97
CRC RECOVERY INC	\$	16,055.68
DATAWORKS PLUS LLC	\$	15,915.00
RELIANCE COMMUNITY C	\$	15,593.40
TECH SOLUTIONS INTEG	\$	15,075.00
M.C. SMITH ASSOCIATE	\$	15,014.00
DICKINSON WRIGHT PLL	\$	14,999.72
KNIGHT WATCH INC	\$	14,660.84
VONK ROBERT	\$	14,651.85
BOND	\$	13,852.00
AT&T CORP	\$	13,784.92
COPY-TECH	\$	13,691.49
GRAYSON KERRY	\$	13,631.80
CONTROLNET	\$	13,400.00
DAVID'S HOUSE MINIST	\$	13,200.00
ST JOHN'S HEALTH CAR	\$	13,156.84
PROFESSIONAL REHABIL	\$	13,031.84
DYKHOUSE CONSTRUCTIO	\$	12,966.00
OTTAWA COUNTY FSA	\$	12,942.96
PHC OF MICHIGAN	\$	12,800.00
CONSILIUM STAFFING	\$	12,690.00
HODGES LYDIA I	\$	12,631.80
AGNUS DEI AFC HOME I	\$	12,579.00

MAXIMUS US SERVICES	\$	12,500.00
HARTGERS FRITS	\$	12,324.13
VOLKER CRANE SERVICE	\$	12,149.60
VERIZON WIRELESS	\$	12,099.87
BIZSTREAM	\$	11,708.50
PLATINUM HEATING	\$	11,670.00
GRAPHICS HOUSE PRINT	\$	11,648.88
RTH SERVICES LLC	\$	11,625.63
RAWLINGS ROCHELLE	\$	11,535.72
HOLLAND CORNERSTONE	\$	11,500.00
MIDLAND VETERINARY	\$	11,360.62
DELL COMPUTER CORP	\$	11,090.94
ARBOR SOLUTIONS	\$	10,968.75
HOLLAND CITY OF	\$	10,956.93
WEST PUBLISHING CORP	\$	10,817.92
MACATAWA AREA	\$	10,800.77
CADRE COMPUTER RESOU	\$	10,752.99
IBH ANALYTICS LLC	\$	10,675.00
SPARKS BEHAVIORAL	\$	10,530.00
GALE PLUMBING	\$	10,500.00
CSM SERENITY LLC	\$	10,424.40
LEXIPOL LLC	\$	10,350.00
SUMMIT FIRE PROTECT	\$	10,314.49
WATKINS ROSS AND COM	\$	10,300.00
KORTERING DAVID B	\$	10,300.00
LIFE EMS INC	\$	10,254.62
WILLIAMS, COLBERT	\$	10,125.00
GREATER GRAND RAPIDS	\$	10,000.00
GEI CONSULTANTS OF M	\$	9,989.26
STRONG STACIE	\$	9,947.70
UNMANNED VEHICLE TEC	\$	9,793.94
MERCY HEALTH PARTNER	\$	9,594.00
ACORN HEALTH LLC	\$	9,583.12
GRAND VALLEY METRO	\$	9,568.57
HEALTHSOURCE SAGINAW	\$	9,512.69
DAILY LIFE SKILLS IN	\$	9,462.96
LAKE MICHIGAN CONSTR	\$	9,400.00
MICHIGAN PATHOLOGY	\$	9,345.03
WEINGARTZ SUPPLY	\$	9,304.00
MERCK SHARP & DOHME	\$	9,259.51
HOLLAND BOARD OF PUB	\$	9,233.80
MEYER RANDALL G	\$	9,229.62
RIVERSIDE INTEGRATED	\$	9,001.00
HOPE NETWORK REHABIL	\$	8,872.20
BARBIER BELINDA	\$	8,820.00
KOFILE TECHNOLOGIES	\$	8,720.00
BERTELSMANN LEARNING	\$	8,409.88

WYNSMA CHERI LYNN	\$	8,259.00
AMAZON CAPITAL SERV	\$	7,949.64
HERNANDEZ HOME LLC	\$	7,896.60
ZOOM VIDEO COMMUNICA	\$	7,783.42
HENRY SCHEIN	\$	7,710.92
DALE A. & PAMELA M.	\$	7,669.20
ENG INC	\$	7,502.20
VIP RESEARCH	\$	7,500.00
4IMPRINT INC	\$	7,491.48
EBRIMA DRAMMEH	\$	7,488.30
MEPP INC	\$	7,441.00
SEMCO ENERGY INC	\$	7,388.84
STILLSON POLLY KAY	\$	7,381.80
BORCULO FUEL SERVICE	\$	7,236.47
WATKINS PHARMACY	\$	7,218.72
BRAINTREE MANAGEMENT	\$	7,084.00
WELCH ALLYN INC	\$	6,983.97
CENTRIA HEALTHCARE L	\$	6,962.42
PLUMMER'S ENVIRONMEN	\$	6,805.45
OCCUPATIONAL RESEARC	\$	6,775.00
LUBINSKI Nanci Lynne	\$	6,650.28
HELMER ANGELA KAY	\$	6,631.80
REQUEST HTG & CLG	\$	6,520.00
HP	\$	6,491.15
I-CON SYSTEMS. INC	\$	6,485.32
WILSON & WYNN INTERV	\$	6,484.96
ARMOURER'S CHOICE	\$	6,419.27
DRAMMEH EBRIMA	\$	6,415.20
CONTINENTAL AMERICAN	\$	6,357.59
ROBERTS LESLIE	\$	6,348.82
KRAMER LINDA S	\$	6,331.80
LA BENEDICTION CO LL	\$	6,277.14
ACHTERHOF SHIRLEE B	\$	6,273.00
GET-R-CUT	\$	6,205.00
ELMRIDGE PROTECTION	\$	6,001.06
SCHEUERLE & ZITTA	\$	5,998.97
THE LIGHT BULB CO	\$	5,978.64
ODP BUSINESS SOLUTIO	\$	5,976.20
GRAND HAVEN CITY OF	\$	5,956.43
GOPHER EXPRESS	\$	5,851.00
COMMUNITY LIVING OPT	\$	5,840.04
SPICER GROUP INC	\$	5,826.50
HOLLAND CHARTER	\$	5,812.66
MEDIATION SERVICES	\$	5,800.00
ORGANIC CARE LLC	\$	5,775.00
MATTHEW BENDER	\$	5,594.90
BASMAYOR CHRISTINA R	\$	5,581.80

OTTAWA COUNTY DEPUTI	\$	5,522.72
YELLOW ROSE TRANSPOR	\$	5,480.26
BOYS TOWN	\$	5,400.00
MICHIGAN POLICE EQUI	\$	5,307.00
RIVER TOWN PAINTING	\$	5,305.50
SILKSCREEN MARKETING	\$	5,220.00
SPRING LAKE ACE HARD	\$	5,067.88
PATTERSON JANE	\$	5,063.89
SENIOR RESOURCES OF	\$	5,000.00
HOPE COLLEGE	\$	5,000.00
ALLIANCE FOR INNOVAT	\$	5,000.00
DYKEMA GOSSETT PLLC	\$	5,000.00
ACTION CHEMICAL	\$	4,974.32
WINDSCAPE LDHA LP	\$	4,897.00
BETHESDA FARM	\$	4,887.63
SAFEWAY TRANSPORT	\$	4,838.00
BOB BARKER COMPANY	\$	4,814.10
LIFE CHOICE LLC	\$	4,750.00
UNIVERSITY TRANSLATO	\$	4,732.77
SHERWIN-WILLIAMS CO	\$	4,694.35
YOUNG INNOVATIONS	\$	4,652.23
T&S GREAT LAKES LLC	\$	4,620.00
WOLTERS ELECTRIC INC	\$	4,534.31
LAKESHORE ADVOCACY S	\$	4,440.00
LANGUAGE LINE SERVIC	\$	4,412.01
KONE INC	\$	4,405.80
FLATROCK MANORS INC	\$	4,326.00
MISDU	\$	4,233.06
EARLE PRESS	\$	4,220.00
MRG-TRANSLATIONS	\$	4,208.75
STAPLES INC	\$	4,199.47
MCKESSON MEDICAL	\$	4,199.26
CHILDREN'S ASSESSMEN	\$	4,166.67
APPLIED BEHAVIORAL S	\$	4,109.70
HOLLAND LITHO SERVIC	\$	4,106.74
WEST MICHIGAN CRIMIN	\$	4,100.00
ON DUTY GEAR LLC	\$	4,078.99
HAPKE BARBARA E	\$	4,078.62
LAKESHORE CARE CORP	\$	4,065.90
OUR HOPE ASSOCIATION	\$	4,053.31
BRG MANAGEMENT LLC	\$	4,043.00
USERFUL CORPORATION	\$	4,014.00
GOVERNMENTAL CONSULT	\$	4,000.00
SANOFI-AVENTIS US IN	\$	3,962.45
CUNNINGHAM DALMAN	\$	3,924.10
INTERPHASE OFFICE IN	\$	3,921.32
FALCON WOODS	\$	3,901.00

GRAINGER INC	\$	3,883.30
SEDGWICK CLAIMS MANA	\$	3,872.74
HVG MILL PINE ASSOCI	\$	3,861.00
LASKOWSKI CORPORATIO	\$	3,825.00
WOODLAND EQUIPMENT	\$	3,800.00
EWING JAMES A	\$	3,800.00
LAKESHORE LAW AND ME	\$	3,753.06
DATA IMAGE	\$	3,747.00
PURDY RAYMOND	\$	3,696.34
JOHNSON BRADLEY R	\$	3,685.92
BJ TRANSPORT	\$	3,625.00
CASE MANAGEMENT	\$	3,596.70
THE HERALD PUBLISH	\$	3,556.51
BEN'S RUBBER STAMPS	\$	3,549.85
WMIPM	\$	3,528.00
GLOBAL INDUSTRIAL	\$	3,520.64
BRUMMELS SALES	\$	3,516.00
ORTEGA KENDRA	\$	3,500.00
VANTUBERGEN, TREUTLE	\$	3,500.00
GOODWILL INDUSTRIES	\$	3,492.36
SMITH THOMAS	\$	3,477.79
BRECKON AMY JO	\$	3,418.00
REPUBLIC SERVICES IN	\$	3,304.63
FWSBF	\$	3,296.98
CHARTER COMMUNICATIO	\$	3,250.06
RJ MATE & SONS LLC	\$	3,235.50
SOUTHWEST MICHIGAN C	\$	3,233.25
PETROELJE BRIAN	\$	3,187.50
OTTAWA COUNTY DEPUTY	\$	3,184.00
DEPREE DORIS MARGARE	\$	3,168.00
PASSPORT LABS	\$	3,064.40
SHORELINE SERVICES	\$	3,050.00
LIFE THERAPEUTIC SOL	\$	3,034.50
COPPER BAY COMPANY	\$	2,895.00
COMMUNITY ACTION	\$	2,891.00
AMERISOURCE	\$	2,890.00
GEORGETOWN TOWNSHIP	\$	2,883.75
DALE BIRD-CORTES	\$	2,810.00
TCS HOLDING COMPANY	\$	2,744.50
NAVEX GLOBAL INC	\$	2,737.57
WIRTH CHRISTOPHER M	\$	2,721.00
ADVANCE MAGAZINE PUB	\$	2,710.21
YELLOW LIME CREATIVE	\$	2,700.00
D.A. BLODGETT ST JOH	\$	2,626.66
HCC SFM LLC	\$	2,625.00
BRINKS INC	\$	2,519.23
CORNERSTONE REAL EST	\$	2,509.00

TRIANGLE WINDOW FASH	\$	2,497.00
RIETHMAN MADISON	\$	2,485.00
COLEMAN KENYATTA KAT	\$	2,483.32
GUESS SHERRIE P.	\$	2,479.96
THOMAS DEWHIRST	\$	2,465.00
FLOURISH AND THRIVE	\$	2,450.00
KOZAKIEWICZ JOSEPH	\$	2,400.00
HOLLAND AREA COMMUNI	\$	2,400.00
SCHOLMA RANDALL	\$	2,327.00
MERLE BOES INC	\$	2,323.26
HOPE NETWORK WEST MI	\$	2,318.89
GRAND RAPIDS THERAPY	\$	2,301.25
PINE RIDGE ADULT CAR	\$	2,265.90
ANCHORAGE WEST LLC	\$	2,224.00
ENTERPRISE ENVELOPE	\$	2,217.88
DEEPNET SECURITY	\$	2,209.00
BERGHUIS PSYCHOLOGIC	\$	2,200.00
PLATINUM LIVING LLC	\$	2,190.37
PEAK PERFORMERS	\$	2,185.75
KERKSTRA SEPTIC	\$	2,150.00
LIBERTY DYNAMIC LLC	\$	2,137.50
ALLIED UNIVERSAL	\$	2,115.10
FOLEY BARBARA	\$	2,097.74
VEGA JOHN	\$	2,040.00
CLEANERS CHOICE	\$	2,019.25
LOUIS PADNOS IRON	\$	2,002.76
FIDLAR AQUISITION	\$	2,000.00
VICKI VARGO	\$	1,984.00
CLOUD CITY DRONES	\$	1,980.00
CAPE COD SYSTEMS	\$	1,973.05
D & D BUILDING INC	\$	1,950.00
REPCOLITE PAINTS	\$	1,949.55
HOLLAND MOTOR HOMES	\$	1,910.88
PRESSURES ON LLC	\$	1,900.00
OTTAWA COUNTY CENTRA	\$	1,890.31
LEAN EVOLUTIONS LLC	\$	1,875.00
PETERSEN RESEARCH CO	\$	1,800.00
LEXISNEXIS COPLOGIC	\$	1,763.70
EVERGREEN COMMONS	\$	1,750.00
CINTAS CORPORATION N	\$	1,748.83
MCDONALD PLUMBING	\$	1,745.50
ASSOCIATED LANGUAGE	\$	1,745.00
WHISPERING PINES	\$	1,739.67
DAGHER-MARGOSIAN JE	\$	1,716.00
VOICES FOR HEALTH	\$	1,682.53
BRECK GRAPHICS INC	\$	1,674.83
KHAMMANIVONG ANOUSON	\$	1,665.00



GENOA HEALTHCARE LLC	\$	1,651.16
DOCTORS BEHAVIORAL	\$	1,632.00
JW EXCAVATING	\$	1,625.64
CDW GOVERNMENT INC	\$	1,603.88
YACHT BASIN CORPORAT	\$	1,601.60
GLAXOSMITHKLINE	\$	1,590.92
Richard C & Teresa L	\$	1,586.59
LAW OFFICE OF KENNET	\$	1,569.61
SWART EDWARD C	\$	1,567.50
PREST & ASSOCIATES	\$	1,550.00
US DEPARTMENT OF TRE	\$	1,515.13
PEERLESS CADDIS LLC	\$	1,500.00
SENTINEL TECHNOLOGIE	\$	1,500.00
NORTH OTTAWA COUNTY	\$	1,500.00
ALCOGARE LLC	\$	1,500.00
IDS I INTERNATIONAL I	\$	1,499.00
CXTEC	\$	1,491.58
WAKEFIELD LEASING CO	\$	1,487.00
JUSTICE WORKS LLC	\$	1,450.00
LIAISON LINGUISTICS	\$	1,448.09
OTTAWA COUNTY SHERIF	\$	1,445.00
PRO CARE UNLIMITED	\$	1,444.30
SUNSHINE PROPERTIES	\$	1,421.00
CHARM-TEX INC	\$	1,405.90
EVERCOMMERCE Solutio	\$	1,405.35
APPLEWOOD LAW WINS	\$	1,400.00
WESTERN TEL-COM INC	\$	1,388.00
SCHULTZ DAVID L	\$	1,335.00
TITLE-CHECK LLC	\$	1,305.00
HOSPITAL NETWORK	\$	1,300.00
AMERICAN INSTITUTE	\$	1,300.00
FRAME MEREDITH	\$	1,275.00
VIRIDIS	\$	1,270.00
SOVA & KELLY P.C.	\$	1,251.93
FIDELITY LANGUAGE	\$	1,249.18
MTM RECOGNITION CORP	\$	1,246.90
COVENANT ENABLING	\$	1,232.10
W AND M PROPERTY VEN	\$	1,200.00
C. D. SIMPSON AND AS	\$	1,200.00
AMP ELECTRIC	\$	1,185.00
MORITZ, JOHN, LAW OF	\$	1,173.45
FARRIS NATHAN LOWELL	\$	1,150.00
BEHAVIOR ALLIANCE LL	\$	1,136.58
INTEGRITY BUSINESS	\$	1,135.98
DEJONG ELDON	\$	1,084.00
THORNELL BONNIE L	\$	1,075.00
MI REAL ESTATE MANAG	\$	1,075.00

GRAND HAVEN CHARTER	\$	1,056.19
BEHAVIORAL RESOURCES	\$	1,045.00
DEMANN GREGORY S	\$	1,026.00
MONTCALM CARE CENTER	\$	1,022.10
CISCO INC	\$	1,006.60
MIKRUT JOSHUA J	\$	1,000.00
CULINARY HOSPITALITY	\$	1,000.00
TRAINING DIRECT LLC	\$	990.00
RUCKER CLEANING	\$	973.57
THE WHARF MARINA	\$	968.54
WILLIAMSBURG PROPERT	\$	950.00
AFC INTERNATIONAL	\$	926.09
GH NORTH SHORE APTS	\$	925.00
SLAIS TIMOTHY A	\$	924.21
HAMMAN AMY	\$	920.00
VANDERZWAAG ROBERT	\$	907.70
KERKSTRA PORTABLE	\$	905.00
GRAPHIX GURUS	\$	895.56
ORBIS PARTNERS INC	\$	874.00
ALLIANCE ANALYTICAL	\$	861.50
RONALD UPRIGHT	\$	853.00
JACOB C DEBOER	\$	853.00
TAYLOR OFFICE FURNIT	\$	850.00
HIDDEN DUNES APARTM	\$	848.00
WAVELAND PROPERTY MA	\$	845.00
ALLEN JENSEN	\$	831.00
MASHAK-FIRST JODI	\$	825.00
BATTAGLIA GARY	\$	825.00
TYLER TECHNOLOGIES	\$	800.00
KOGER ENTERPRISES	\$	791.10
MIKA MEYERS BECKETT	\$	783.00
BOEREMA STEPHEN	\$	767.00
SPRING LAKE PUBLIC S	\$	760.00
CORE TECHNOLOGY	\$	760.00
12191 FELCH ST LDHA	\$	754.00
HULL LIFT TRUCK INC	\$	745.20
A & R INVESTMENTS	\$	732.00
GREATER OTTAWA CO	\$	727.00
THE DEPOT	\$	720.00
BLARNEY CASTLE OIL C	\$	710.77
TRAPPERS COVE APARTM	\$	706.00
CATALIS COURTS &	\$	700.00
ELBEN SUSAN	\$	700.00
DEAF INC	\$	672.02
THE RAPID GROUP LLC	\$	665.00
SLUIS ELECTRIC	\$	660.00
MALL CITY MECHANICAL	\$	657.00

70X7 LIFE RECOVERY	\$	639.63
MARTINEZ FILADELFO	\$	636.00
LAKESHORE PROPERTY	\$	635.00
RENEW THERAPEUTIC RI	\$	630.00
JACO CIVIL PROCESS I	\$	628.92
CRAN HILL MINISTRIES	\$	625.00
JAMIE PANCY	\$	623.00
BRIGGS JUANITA C	\$	616.00
ANSWER UNITED	\$	604.85
DTE ENERGY COMPANY	\$	604.68
MCRAE ENTERPRISE LLC	\$	589.00
TRANSUNION RISK AND	\$	584.00
MJCT HOLDINGS INC	\$	568.00
BLACK RIVER RENTALS	\$	567.00
GRAND HAVEN TRIBUNE	\$	566.03
MICROGENICS CORPORAT	\$	563.75
SD INITIATIVES	\$	560.00
STATE BAR OF MICHIGA	\$	555.00
PLUMMER'S DISPOSAL	\$	550.00
CHICAGO TITLE	\$	543.75
KHOENLE ROBERT	\$	540.07
WITNESS	\$	518.79
ROCKMAN STEPHEN	\$	514.60
JEFFREY J VANHUIS -	\$	506.00
PDDS BUYER LLC	\$	502.97
THE ARC MUSKEGON	\$	500.00
RICHARD HEKMAN	\$	500.00
FRIEND OF THE COURT	\$	500.00
ALTOGAS INC	\$	497.46
WALTON LEAH	\$	488.86
AIA CORPORATION	\$	475.91
GUARDIAN ALLIANCE TE	\$	470.00
MICRGRAPHICS	\$	465.00
POLARIS PHARMACY SER	\$	457.79
LEGAL ADVANTAGE WEB	\$	455.24
PARK TOWNSHIP	\$	453.26
CARDENAS STEPHANIE M	\$	450.00
ADECCO USA INC	\$	432.54
OTTAWA LIMITED DIVID	\$	423.00
CALDER CITY TAXICAB	\$	420.00
BOUMAN VICTORIA A	\$	419.00
COMCAST HOLDINGS COR	\$	413.70
TRINITY HEALTH	\$	408.00
ROACH JOHN D JR	\$	406.85
MACC	\$	400.00
MED-1 LEONARD LLC	\$	400.00
A&J AUTOMOTIVE	\$	399.77

IHEART MEDIA AND ENT	\$	391.77
ASSOCIATION OF F	\$	390.00
WEST MICHIGAN DOCU	\$	381.00
WEST SHORE COUNSELIN	\$	374.00
LINDE GAS & EQUIPMEN	\$	363.40
TRIPLOG INC	\$	360.00
VESTIGE GROUP	\$	359.88
METCALF SANDRA	\$	358.18
ALLENDAL CHARTER	\$	351.64
CURTIS CATHERINE L	\$	348.00
GFL ENVIRONMENTAL SE	\$	344.87
COOPERSVILLE CITY OF	\$	336.64
ROBERT HOOLSEMA	\$	335.00
CURTIS EQUIPMENT CO	\$	325.00
TRAFFIC & SAFETY CON	\$	320.00
ZEELAND CHARTER	\$	319.94
WEDGWOOD CHRISTIAN	\$	306.50
GREEN BRENT HUNGERFO	\$	300.00
CHERYL TAPLEY	\$	300.00
PROTRAININGS LLC	\$	299.75
JUVENILE COURT ASSOC	\$	290.00
TWO CUPS COFFEE CO	\$	286.74
MESSENGER PRINTING	\$	279.00
KUSTOM SIGNALS INC	\$	266.92
INFINISOURCE INC	\$	265.20
SIRCHIE ACQUISITION	\$	260.15
JAMESTOWN CHARTER	\$	259.97
SHI INTERNATIONAL	\$	259.86
GATEHOUSE MEDIA MICH	\$	255.42
ROBERT ROE	\$	250.00
VICTORIA NYKAMP	\$	250.00
SOPHIA DE LEEUW	\$	250.00
MOSAIC COUNSELING	\$	250.00
JENNETTE MARTONOSI	\$	250.00
NATASHA GONZALEZ	\$	250.00
ALISON WESTRA	\$	250.00
BETH SCHIPPER	\$	250.00
DAWN HARRISON	\$	250.00
CLAPP CHARLES	\$	250.00
LANDON LONG	\$	245.00
GREENLEE BRUCE	\$	241.56
TALLMADGE CHARTER	\$	238.29
JONAS SUSAN	\$	233.50
DAHL COOPER	\$	230.00
TAMARACK MEDIA COOP	\$	225.00
KIRT TODD HILTON	\$	223.99
GORDON WATER SYSTEMS	\$	214.31

GIVA INC	\$	210.00
PURCHASE POWER	\$	208.85
JOSHUA PHILIP RICHEL	\$	200.25
NEWHOUSE KRISTAN A	\$	200.00
DONALD JAY VANDERHEI	\$	199.88
STACEY P BYBEE	\$	189.00
MONICA LYNN MEINZER	\$	187.13
REBEKAH JILL SAWYER	\$	175.50
FRANCISCO RAMOS-VERA	\$	175.00
LINDA THERESE LABELL	\$	173.25
JOHN THOMAS-WAYNE HU	\$	172.88
STOEL RACHEL	\$	170.00
MAYFIELD LAW PLLC	\$	170.00
GOLDEN MARY K	\$	166.08
RUDE JAY BRIEGEL	\$	165.00
MED-1 HOLLAND	\$	165.00
SPRING LAKE VILLAGE	\$	163.31
LINDSEY JOY BUSH	\$	160.88
LEE MACKIE WOODRUFF	\$	160.50
CRYSTAL FLASH LIMITE	\$	159.14
JOSHUA LOGAN FISCHER	\$	155.63
MARTHA JOY COLEROUSE	\$	155.25
JEFFREY TODD MARKOVI	\$	153.38
SPOELMAN MICHAEL A	\$	150.00
HOOGERHYDE SAFE & LO	\$	150.00
LARABEL MICHAEL T	\$	150.00
TONI LEE REEDY	\$	147.75
BRANDON LEE NAGELKIR	\$	147.50
INTEGRITY TECH PARTN	\$	146.75
QUALITY SHEET METAL	\$	145.00
OTTAWA COUNTY EMPLOY	\$	145.00
DAN EDWARD FITZGERAL	\$	140.50
FARMHAUS CIDER	\$	137.80
GRETCHEN GEMSER KNOP	\$	132.75
KYLE DENNIS VANDERKO	\$	132.25
REGENTS OF THE UNIVE	\$	128.50
PRAISE SIGN COMPANY	\$	126.40
FEENSTRA & ASSOCIATE	\$	126.00
GRAND RAPIDS BAR ASS	\$	125.00
MICHELLE LYNN MCCROR	\$	123.25
CAMERON ALEXANDER SM	\$	122.63
BRET ALAN HUBBARD	\$	121.75
MICHAEL AARON KESSLE	\$	121.13
CALIFORNIA COMMERCIA	\$	120.00
BRAT JURGEN	\$	120.00
JOANNE ELIZABETH TAT	\$	116.25
OTTAWA CO FOC EMPLOY	\$	115.00

JP FITNESS, LLC	\$	114.09
DEREK JOEL HARTMAN	\$	113.00
OLIVIA BLANCA VAN HE	\$	112.75
COOK COUNTY CLERK	\$	112.00
HUDSONVILLE TOWING	\$	110.00
NANCY ANN CRANE	\$	109.13
SARA JEAN MOONEY	\$	108.50
MICHAEL RAY BAAR	\$	108.25
SUSAN JANE GESCHIERE	\$	106.25
ROMAN KONDRATYEV	\$	105.00
TYLER CYNTHIA R	\$	105.00
TYLER CAGE GARCIA	\$	105.00
DAY SHEILA	\$	105.00
MATTHEW AMOS HALLOCK	\$	104.50
KARL BRYANT DYKSTRA	\$	104.00
NANCY MARIE PRICE	\$	103.88
JOSEPH DWAYNE NICHOL	\$	102.38
CHRISTOPHER ALAN KLI	\$	101.75
WN LAW PLLC	\$	100.00
ROLLAND MAST	\$	100.00
RELIABLE ROAD SERVIC	\$	100.00
KATE SPALDING	\$	100.00
JON VERSTRATE	\$	100.00
KATHY TERBECK	\$	100.00
DON VANDEWATER	\$	100.00
GAYLENE RAS	\$	100.00
GARY RICHARD MILLIKA	\$	98.63
MICHAEL GERARD SIEGE	\$	98.00
THONGPHOU KOBEI PONG	\$	96.75
ERIN ANN ESPINOZA	\$	96.75
KEELY SKYE HOLBROOK	\$	95.50
MICHIGAN GAS	\$	94.99
PENNY JO PEARSON	\$	93.50
FERRYSBURG CITY OF	\$	93.32
THOMAS JAY LANGELAND	\$	91.25
JULIAN CHRISTIAN BAR	\$	90.75
BRIAN JAMES CHAVEZ	\$	90.50
MID-MICHIGAN ASSOCIA	\$	90.00
MELISSA RODRIGUEZ	\$	90.00
PORT SHELDON TOWNSHI	\$	89.99
JR WOOD & ASSOCIATES	\$	89.18
JOSEPH MOSER	\$	88.90
THOMAS HO JIN POSTMA	\$	87.38
EMILY ANN BADRAN	\$	86.75
COURTNEY FAITH DUSSE	\$	86.00
STEVEN JAMES MITCHEL	\$	85.25
RICHARD A PONSTEIN	\$	84.94

STAR TITLE AGENCY	\$	84.93
GERALD FRANK BALTES	\$	84.50
CRIMINAL DEFENSE ATT	\$	80.00
EMILY MONTELONGO	\$	78.00
JAQUELINE FRIAS GON	\$	77.63
FELICELLI BETH	\$	75.00
BRENT WADE EURICH	\$	74.50
JOELLE AMANDA VOS	\$	74.00
LESLIE ANN DEBOER	\$	72.00
DANIEL STACIE RUBLEI	\$	70.91
DOORDASH	\$	70.50
POLKTON CHARTER TOWN	\$	69.99
JEFFREY GOWER YORK	\$	68.25
RONALD JAMES WITTE	\$	67.63
CESAR ALBERTO GARCIA	\$	67.63
MICHAEL THOMAS KUIPE	\$	66.63
ALYSSA JOY KOEDAM	\$	65.75
RENEE ELLEN BORCHERS	\$	64.25
DONNA BUNCE	\$	64.12
COPE RANDAL J	\$	64.12
MACATAWA PLUMBING	\$	64.00
BRITT ALAN CARY	\$	64.00
DOVENMUEHLE MORTGAGE	\$	63.93
BARNES STEVEN LEO	\$	62.78
JOHNSON, ERIC	\$	61.44
CHRISTOPHER KEVIN GO	\$	61.25
JP GRAND HAVEN LLC	\$	61.23
OLIVE TOWNSHIP	\$	60.00
ROBIN ANN HALL	\$	59.63
STEVEN SAVAGE	\$	58.76
VANHOVEN BETH	\$	58.76
KNEBL NICHOLAS E	\$	57.42
BIRD THOMAS	\$	57.42
ANDREW JOSEPH LUSTER	\$	57.38
MELISSA WEIER BRUNAN	\$	56.88
MADDALENA ROSE FRISS	\$	55.75
STARANA PATRICE SLIG	\$	55.63
WESTERN SURETY COMP	\$	55.00
WICK ROBIN	\$	54.74
SHARI RENEE KELLEY	\$	54.13
SAMANTHA MARIE DANIE	\$	54.00
CHRISTINE MARIE HANS	\$	54.00
TAIYOH SAMUEL AFRIK	\$	53.50
MALINDA CAY VANKAMPE	\$	52.50
SHAWN ELIZABETH PEAR	\$	52.25
CHEYENNE LEIGH FEKET	\$	52.13
TAYLOR RAE SAMS	\$	51.75

JULIE ANNE VANHAITSM	\$	51.75
DAVID M FOHLBROOK	\$	51.60
NOELLE FRANCES SPRIG	\$	51.25
KASSANDRA SUSANNE GR	\$	51.25
PARNIN DAVID	\$	50.72
BYRON JAMES CRAWFORD	\$	50.13
AIRGAS USA LLC	\$	49.63
JANE ANNE BISSELL	\$	49.25
ROBIN SHANNON	\$	49.21
IAN KENNETH LOBBES	\$	48.75
FIRE PROTECTION PROS	\$	48.00
AMANDA JOY NAGELKIRK	\$	47.88
NANCY ANN MORGAN	\$	46.63
JULIE FRANCES HEDGES	\$	46.25
JOSHUA SIMON VANDERW	\$	46.13
BRIAN SCOTT KAMSTRA	\$	45.75
AMERICAN GAS & OIL	\$	44.00
GARY ROBERT SMITH	\$	43.75
MARIA ESTELA CAMACHO	\$	43.38
ENGINEERING SUPPLY	\$	43.36
PATRICK THOMAS HAW	\$	43.13
KJIA LYNNE PAWLOSKI	\$	41.25
KAREN ANN SODERHOLM	\$	41.13
DANIEL DEMEESTER	\$	40.88
BRENDAN ANTHONY KELL	\$	40.75
ELIZABETH MARIE KREM	\$	40.50
GRETCHEN AMY FLETCH	\$	40.25
ACENTEK	\$	39.90
EDISON HOLLEY ANN BL	\$	39.75
ALISON RAMOS NGUYEN	\$	39.75
AMROCK LLC - CHASE S	\$	39.64
KLAVER GERARD	\$	39.60
ROCHELLE JEAN COPPER	\$	39.50
BENJAMIN JOHN BORTON	\$	39.25
JESSELYN ESSENBURG	\$	38.63
NICHOLAS MICHAEL FED	\$	38.38
EDWIN DALE KNOLL	\$	38.00
BRIAN SCOTT BERGMANS	\$	38.00
SHAWN MARIE CODY	\$	37.50
DAVID JAMES TAYLOR	\$	37.00
RICHARD JOHN LESLIE	\$	36.63
KANE R WARNER	\$	36.20
MARK EDWARD BOSMA	\$	35.88
KEVIN KURT HECK	\$	35.88
BRITTANY MARIE RODDA	\$	35.88
COURTNEY NICOLE VANL	\$	35.88
JEFFREY LYNN YENIOR	\$	35.50



ROCHELLE LANAE BAKKE	\$	33.75
JONATHON CLAIR BRUUR	\$	32.13
LORETTA VANDERMOLLEN	\$	32.00
RAYMOND DEXTER SANDE	\$	31.63
ABSOPURE WATER COMPA	\$	31.50
UNEMPLOYMENT INSURAN	\$	30.00
WEST MICHIGAN UNIFOR	\$	30.00
ROBINSON TOWNSHIP	\$	30.00
HEATHER ORSZULA	\$	30.00
CHARLES ALLAN GARLOC	\$	29.50
KERRILYN JEAN TIBBS	\$	29.38
HAYDEN RONALD CLARK	\$	28.75
DANIEL PAUL VLIETSTR	\$	26.00
MAKAYLA MARIA MINNAA	\$	23.13
BLENDON TOWNSHIP	\$	21.66
J&S SOLUTIONS	\$	20.80
KEVIN TODD DEWALD	\$	20.25
ANDREW GERALD HICKS	\$	20.25
ELLIOT EDWIN WISNIEW	\$	20.00
JUDY LYNN RAU	\$	19.13
LINDA KENNETH BROCK	\$	18.02
JENNIFER MARIE ZATTL	\$	16.00
STEVEN KENNETH BLOHM	\$	15.75
KAREN SUE REENDERS	\$	15.63
THOMAS JAY POTTER	\$	15.38
KAAT'S WATER COND	\$	12.50
JORDAN DAVID GLUTTIN	\$	12.03
CHICAGO TITLE OF MIC	\$	10.76
JON GLENN YOUNG MDOC	\$	10.36
JAMES RICHARD BEAUCH	\$	9.74
UNIVERSAL CREDIT SER	\$	7.50
ROBERT CARY RAAK	\$	6.62
<b>Grand Total</b>	<b>\$</b>	<b>56,847,240.46</b>

**\*Appendix A: JP Morgan Chase  
Purchasing Card Transactions: August**

Vendor	Total Amount
AMAZON MKTPLACE PMTS	\$ 41,609.05
RIGHT DIRECTION CRIS	\$ 7,719.23
WAYFAIR*WAYFAIR	\$ 7,644.00
PAYPAL	\$ 6,677.62
CONTERRA INC	\$ 3,201.20
MPC INVESTMENT LLC	\$ 3,030.00
THE WEBSTAUANT STOR	\$ 2,765.78
CRYSTAL ENTERPRISES	\$ 2,611.53
EB *TEDXMACATAWA 201	\$ 2,516.37
CUSTOMINK TSHIRTS	\$ 2,488.32
CDW GOVERNMENT INC	\$ 2,447.65
D AND S NORTH LLC	\$ 2,446.14
TRINIDAD RESORT & CL	\$ 2,360.86
D BAKER & SON LUMBER	\$ 2,223.72
WALMART STORES INC	\$ 2,192.47
GRAND ARBOR GROUP	\$ 2,158.52
ODP BUSINESS Solutio	\$ 2,152.09
GPS*MUSKEGON COUNTY	\$ 2,095.00
GEMMENS INC	\$ 2,077.11
LOWE'S HOME CENTERS	\$ 1,934.84
GRAPHIX SIGNS & EMBR	\$ 1,917.38
SQ	\$ 1,846.32
INTUIT INC	\$ 1,816.54
ASSOC FOR TALENT DEV	\$ 1,674.00
WOODLAND COMMERCIAL	\$ 1,630.28
STAPLES INC	\$ 1,622.56
JERSEY MIKES 31038	\$ 1,587.48
MICHIGAN COUNCOO OF	\$ 1,550.00
KAY PARK REC CORP	\$ 1,524.00
NEHA	\$ 1,500.00
THE HOME DEPOT	\$ 1,442.87
GRAINGER INC	\$ 1,442.56
TOMMY'S EXPRESS LLC	\$ 1,439.99
HOLIDAY INNS	\$ 1,322.18
SP MHS: MULTI HEALTH	\$ 1,310.00
IPRINT TECHNOLOGIES	\$ 1,269.70
FACEBOOK	\$ 1,249.00
VITALITY MEDICAL INC	\$ 1,236.41
WENSCO OF MICHIGAN	\$ 1,210.20
WEST MICHIGAN CANVAS	\$ 1,200.00
STICKER MULE	\$ 1,173.00

HYATT HOTELS	\$	1,163.75
COMFORT CONTROL SUPP	\$	1,161.18
ELECTION CENTER	\$	1,158.00
GRAND HOTEL	\$	1,146.32
HOOGERHYDE SAFE & LO	\$	1,125.00
BOB BARKER COMPANY	\$	1,117.08
OMNI HOTELS	\$	1,113.68
MICHIGAN COMMUNITY	\$	1,050.00
CARLETON EQUIPMENT C	\$	1,042.05
HILTON HOTELS	\$	1,031.29
MARRIOTT	\$	1,013.40
JW MARRIOTT INDY F&B	\$	884.55
SPILLWAY LODGES	\$	858.66
HOLLAND ELECTRIC MOT	\$	852.48
THERMOWORKS INC	\$	781.66
DRI*ESIGNS	\$	755.23
AUTOGRAPH	\$	730.74
COCHRANE SUPPLY AND	\$	711.93
GODADDY.COM	\$	706.28
WWW.ASPPB.NET	\$	691.88
USA BAYSHORE MANAGEM	\$	669.90
GOOGLE	\$	665.17
SHERWIN-WILLIAMS CO	\$	636.52
AUSTIN CONVENTION EN	\$	606.06
TRACTOR SUPPLY	\$	601.94
REALTOR ASSOCIATION/	\$	586.89
EVOLVE VACATION RENT	\$	577.70
RECONYX INC	\$	567.06
DOMINO'S 1253	\$	553.47
ASSOCIATION OF PUBLI	\$	539.00
GFS MKTPLC	\$	530.61
VRBO FEE	\$	527.00
GRUNDENS	\$	524.28
INTEGRITY PROPERTY H	\$	523.04
SOARING EAGLE HOTEL	\$	516.99
MUNICIPAL EMPLOYEES	\$	510.00
MACATAWA AREA EXPRES	\$	500.00
HYLAND SOFTWARE INC	\$	500.00
TCS HOLDING COMPANY	\$	499.50
JJ OF GR INC	\$	486.75
4 ALL PROMOS	\$	479.15
HOTEL INDIGO	\$	478.86
VISTAPR*VISTAPRINT.C	\$	475.30
TRIGO BREAD COMPANY	\$	471.11
MANCINO'S OF GRAND H	\$	441.45
ALLENDAL TRUE VALU	\$	422.03
DELTA	\$	418.93

GRAND TRAVERSE RESOR	\$	418.00
SOUTHWEST AIRLINES	\$	405.96
MICHIGAN EMERGENCY M	\$	400.00
PITNEY BOWES INC	\$	398.36
SPARTAN TOOL 2	\$	397.56
THE WOODEN SHOE	\$	394.84
GOTPRINT.COM	\$	389.44
NORTHGATE APPLIANCE	\$	389.00
SUPPLYHOUSE.COM	\$	381.49
CHOW HOUND #9	\$	379.82
GRAND VALLEY STATE	\$	375.00
IFMA EVENT 2	\$	364.00
SPRINGHILL SUITES	\$	360.40
BETTER WAY INC	\$	356.86
AMERICAN MOBILE DENT	\$	347.00
THE MANDT SYSTEM INC	\$	344.00
ZOOM VIDEO COMMUNICA	\$	340.69
MEIJER	\$	330.69
BITLY.COM	\$	322.74
FARM & FLEET HOLLAND	\$	317.40
SP * UBIQUITI INC.	\$	311.00
HUMANE RESTRAINT CO	\$	307.50
BUILDING PERFORMANCE	\$	300.00
YOURMEMBERSHIP INC.	\$	299.00
ZORO TOOLS INC	\$	286.82
ISLAND HOTEL & GOLF	\$	279.60
4IMPRINT INC	\$	278.43
FTP TODAY	\$	275.00
CANVA* I04255-490620	\$	262.72
APPLE INC	\$	248.78
BREAKER OUTLET	\$	246.00
TSYSTEMS NORTH AMERI	\$	240.00
REI*LRISK DATA EOM	\$	234.30
B & H FOTO & ELECTRO	\$	228.34
RADISSON	\$	223.74
WWW.REVEALCELLCAM.CO	\$	216.20
INDUSTRIAL* STORES 8	\$	214.10
GRANDVILLE TRAILER	\$	204.85
MILLER JOHNSON	\$	200.00
HOLLAND BOARD OF PUB	\$	197.34
ZPS STORE	\$	195.37
MENARD INC	\$	192.66
FEDEX	\$	191.54
INTEGRITY BUSINESS	\$	178.13
COMFORT INNS	\$	175.62
DOG ARMOUR PRO	\$	175.00
QUALIFIEDHARCWARE.CO	\$	175.00

EBAY INC.	\$	169.99
ADVANCE STORES COMPA	\$	169.77
GANNETT NEWSRPR CN	\$	166.01
GERALD R FORD INTNL	\$	154.00
NATIONAL ASSOCIATION	\$	150.00
THINKIFIC.COM	\$	149.00
IN-SITU	\$	132.00
WEST MICHIGAN POSTAL	\$	131.49
LYFT *RIDE SUN 1PM	\$	129.82
MICHIGAN, STATE OF	\$	124.80
CRISIS PREVENTION IN	\$	123.96
58TH DISTRICT COURT	\$	123.00
HARBOR FREIGHT TOOLS	\$	120.96
DROPBOX*DR7LGB3321WK	\$	119.88
KULLY SUPPLY	\$	119.20
UNITED PARCEL SERVIC	\$	118.60
CERTIFIED MAIL ENVEL	\$	111.12
THERAPY SHOPPE INC	\$	109.95
BESTSTRONGFAMILIES.ORG	\$	109.00
ERNST CONSERVATION S	\$	108.62
THE PUBLIC SAFETY ST	\$	106.89
ALLENDAL AREA CHAMB	\$	100.00
ADDICTIONCOUNSELORCE	\$	97.00
LUCIDCHART.COM/CHARG	\$	95.40
TOUCH OF CLASS AUTO	\$	91.75
CARPET BONANZA INC	\$	89.50
CPI*CRICKET MAGAZINE	\$	87.80
CHAMBER OF COMMERCE	\$	85.00
TWITTER ONLINE ADS	\$	84.00
DOLRTREE	\$	82.00
CHECKR INC CHECKR.CO	\$	78.49
GEORGETOWN AUTO CARE	\$	76.11
BESTBUY.COM	\$	74.48
SP * EMILYLEY.COM	\$	65.15
PIONEER WORKS INC	\$	59.95
THE PROPHET CORPORAT	\$	59.05
NEWSPAPER SERVICES 2	\$	58.45
UBER TECHNOLOGIES IN	\$	52.79
SHEPLERS MACKINAN IS	\$	52.00
THE LAND TRUST ALLIA	\$	50.00
ADOBE SYSTEMS INC.	\$	49.98
GORDON WATER SYSTEMS	\$	46.49
MICHAELS	\$	46.44
MONOPRICE INC	\$	44.04
FLOTATION DOCKING SY	\$	42.60
DOLLAR-GENERAL #7493	\$	40.39
AMERICAN AIRLINES	\$	40.00

NATIONAL GEO KIDS	\$	39.00
LITTLE CAESARS 3763-	\$	35.99
ACTION INDUSTRIAL SU	\$	35.90
THE VILLAGER PUB	\$	30.97
KENDALL ELECTRIC	\$	30.44
MARATHON PETRO	\$	30.00
360TRAINING.COM	\$	29.00
INSTITUTE FOR HEALTH	\$	25.00
PA STATE POLICE	\$	22.00
REV.COM INC	\$	21.25
N A A D A C	\$	20.00
SUPERIOR SPORT STORE	\$	20.00
MAILCHIMP	\$	20.00
EASYKEYSCOM INC	\$	19.92
RAVENNA LUMBER COMPA	\$	18.89
TST* SPORTSMAN RESTA	\$	18.87
RYCENGA BUILDING	\$	17.97
WASHERS CAR WASH	\$	15.50
MEDIC FIRST AID INTL	\$	15.00
BLARNEY CASTLE OIL C	\$	12.70
LIBIB.COM	\$	11.25
WESCO INC	\$	10.98
SPRING LAKE ACE HARD	\$	10.55
MI37 - HUDSONVILLE M	\$	10.00
COOPERSVILLE CITGO	\$	8.15
MACKINAC BRIDGE AUTH	\$	8.00
NPDB NPDB-HIPDB.HRSA	\$	7.50
WALGREENS #3349	\$	6.34
INTERNATIONAL VENDOR	\$	5.83
FAMILY FARE	\$	4.78
COMMUNITY ACTION	\$	4.00
AZ YPAI CTY SUPERIOR	\$	3.00
GRAND RAPIDS CITY OF	\$	2.75
EGOV SERVICE FEE	\$	1.50
ELAVON *SERVICE FEE	\$	0.06
DETROIT ENTERTAINMEN	\$	(17.40)
MIT SLOAN MGMT REVIE	\$	(51.99)
SCRAPYARD CLIMBING C	\$	(62.00)
THE EXECUTIVE ADVERT	\$	(66.81)
DOUBLETREE	\$	(81.12)
<b>Grand Total</b>	<b>\$</b>	<b>185,260.82</b>

# Action Request

Electronic Submission – Contract # 2402



**Committee: FINANCE AND ADMINISTRATION**

**Meeting Date: 11/8/2024**

**Vendor/3<sup>rd</sup> Party: NEOGOV**

**Requesting Department: HUMAN RESOURCES**

**Submitted By: ZAC VANOSDOL**

**Agenda Item: APPLICANT TRACKING SOFTWARE**

## Suggested Motion:

To approve and forward to the Board of Commissioners the request from Human Resources to approve an agreement with Neogov for applicant tracking system software for a total cost of \$236,445.52 over the 5 year period.

## Summary of Request:

NEOGOV is a market leader for Human Resources software, specifically for the public sector. For the past 7 years, Ottawa County Human Resources has utilized this software to recruit and hire a skilled workforce. It has been a dependable and robust solution for the county's hiring needs. NEOGOV integrates with governmentjobs.com, enabling the Human Resources Department to advertise all job postings created, on this website. The agreement is for 5 years, for a total cost of \$236,445.52.

## Financial Information:

Total Cost: \$236,445.52

General Fund Cost: \$236,445.52

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

## Administration:

Recommended by County Administrator:

9/27/2024 8:30:01 AM

Committee/Governing/Advisory Board Approval Date: 11/5/2024



## NEOGOV ORDER FORM

NEOGOV:		Customer Name & Address:	
GovernmentJobs.com, INC. (dba "NEOGOV") 2120 Park Place, Suite 100 El Segundo, CA 90245 billing@neogov.com		Ottawa, County of (MI) 12220 Fillmore St., Rm 310 West Olive, MI, 49460-8986	
Quote Creation Date:	07/23/2024	Contact Name:	Kelli Rantz
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	krantz@miottawa.org
Payment Terms:	Annual. Net 30 from NEOGOV invoice.	EEC:	
Subscription Start Date: 10/12/2024			
Subscription Term (months): 60			

Fee Summary		
Service Description	Term	Term Fees
Insight Enterprise Subscription (IN)	10/12/2024 - 10/11/2025	\$20,004.47
GovernmentJobs.com Subscription (GJC)	10/12/2024 - 10/11/2025	\$3,259.50
Onboard Subscription (ON)	10/12/2024 - 10/11/2025	\$15,060.60
	<b>2024 - 2025 Total:</b>	<b>\$38,324.57</b>
Candidate Text Messaging (CTM)	07/20/2025 - 10/11/2025	\$524.26
Insight Enterprise Subscription (IN)	10/12/2025 - 10/11/2026	\$21,604.83
GovernmentJobs.com Subscription (GJC)	10/12/2025 - 10/11/2026	\$3,520.26
Onboard Subscription (ON)	10/12/2025 - 10/11/2026	\$16,265.45
Candidate Text Messaging (CTM)	10/12/2025 - 10/11/2026	\$2,460.28
	<b>2025 - 2026 Total:</b>	<b>\$44,375.08</b>
Insight Enterprise Subscription (IN)	10/12/2026 - 10/11/2027	\$23,333.21
GovernmentJobs.com Subscription (GJC)	10/12/2026 - 10/11/2027	\$3,801.88
Onboard Subscription (ON)	10/12/2026 - 10/11/2027	\$17,566.68
Candidate Text Messaging (CTM)	10/12/2026 - 10/11/2027	\$2,657.11
	<b>2026 - 2027 Total:</b>	<b>\$47,358.88</b>
Insight Enterprise Subscription (IN)	10/12/2027 - 10/11/2028	\$25,199.87
GovernmentJobs.com Subscription (GJC)	10/12/2027 - 10/11/2028	\$4,106.03
Onboard Subscription (ON)	10/12/2027 - 10/11/2028	\$18,972.02
Candidate Text Messaging (CTM)	10/12/2027 - 10/11/2028	\$2,869.67
	<b>2027 - 2028 Total:</b>	<b>\$51,147.59</b>
Insight Enterprise Subscription (IN)	10/12/2028 - 10/11/2029	\$27,215.86
GovernmentJobs.com Subscription (GJC)	10/12/2028 - 10/11/2029	\$4,434.51
Onboard Subscription (ON)	10/12/2028 - 10/11/2029	\$20,489.78
Candidate Text Messaging (CTM)	10/12/2028 - 10/11/2029	\$3,099.25
	<b>2028 - 2029 Total:</b>	<b>\$55,239.40</b>
	<b>Total:</b>	<b>\$236,445.52</b>

### A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement affixed hereto. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. The Effective Date shall be the Subscription Start Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

### B. Special Conditions (if any).

1. As per Services Agreement V050724, Section 2b. Subscription Term: SaaS Subscription shall terminate effective 10/11/2029 and a written notice of non-renewal shall not be required.





In witness whereof, each party to this Order has caused it to be executed on the date(s) indicated below and such duly authorized signatory consents to the Agreement.

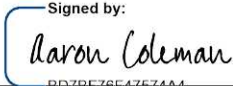
Authorized Officers of COUNTY OF OTTAWA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joe Moss, Chairperson  
Board of Commissioners

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Justin F. Roebuck,  
County Clerk/Register

The undersigned certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Governmentjobs.com, Inc. (DBA "NEOGOV")

Signed by:  
By:  Date 9/26/2024 | 10:16:13 AM PDT  
(Signature) BD7BF76F47574A4...  
Aaron Coleman  
\_\_\_\_\_  
Printed Name  
COO  
\_\_\_\_\_  
Title





County of Ottawa  
Fiscal Services - Purchasing

# Exhibit C

12220 Fillmore Street | Room 331 | West Olive, MI, 49460

Phone (616) 738-4844

Fax (616) 738-4897

## CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall provide (as applicable) proof of the following insurances and endorsements/policy provision copies before the work described in the contract begins or a purchase order can be issued.

### **COMMERCIAL GENERAL LIABILITY:**

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate:	\$2,000,000
Products-Complete Operations Aggregate:	\$2,000,000

### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

Workers' Compensation:	Michigan Statutory
Employers' Liability:	\$1,000,000 Each Accident
	\$1,000,000 Aggregate Injury by Disease or limits adequate to satisfy <b>Umbrella</b> or <b>Excess Liability</b> insurance underlying requirements.

### **UMBRELLA or EXCESS LIABILITY, AS APPLICABLE:**

General Aggregate (not applicable to Automobile Liability):	\$5,000,000*
Products-Completed Operations Aggregate:	\$5,000,000*
Each Occurrence or Accident:	\$5,000,000*

There are to be no gaps between scheduled underlying insurance and Umbrella/Excess Liability underlying required limits.

\*Limits shown are minimums but is to be adjusted to higher amounts depending upon how much injury or damage the contractor can cause.

### **PROFESSIONAL LIABILITY, AS APPLICABLE:**

Limit of Liability:	\$2,000,000 Policy-Year Aggregate (if contract is for professional services).
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### **PRIVACY AND SECURITY LIABILITY (CYBER SECURITY), AS APPLICABLE:**

Limit of Liability:	\$2,000,000 Aggregate Limit
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The County of Ottawa is to be an Additional Insured on **Commercial General Liability** insurance, on a primary and non-contributory basis.

**Commercial General Liability** insurance is to be endorsed to provide that the General Aggregate Limit applies separately per location or per project. All required policy aggregate limits shall be unimpaired at inception of the work described in this contract.

**Commercial General Liability** and, if applicable, Umbrella/Excess Liability, **Professional Liability** and/or **Privacy and Security Liability (Cyber Security)** insurance shall remain in effect for two years after completion of the work described in the contract.

Contractor shall furnish (a) certificate(s) of insurance showing the above-specified coverages and shall provide copies of **Commercial General Liability, Umbrella/Excess Liability** and Additional Insured and Primary and Non-Contributory endorsements, or copies of policy blanket Additional Insured and Primary and Non-Contributory provisions with the certificate(s).

All policies shall be endorsed to provide a minimum 30-day notice requirement to the named insured in the event of policy termination.

The contractor is responsible for providing to the County renewal or replacement certificates in the event that one or more policies are terminated before the completion of the work and the two-year additional period for Commercial General Liability, Professional Liability and/or Cyber Security Liability policies.

**Modification of the Insurance Requirements:** Depending on the subject matter of the contract and/or Purchase Order, the County reserves the right to require higher limits of insurance coverage and/or other insurance coverage in addition to the coverages herein.

If a prospective Contractor is a sole proprietor or an entity that believes that it cannot meet the above insurance requirements, please contact Ottawa County Purchasing Division at [purchasing@miottawa.org](mailto:purchasing@miottawa.org) to check whether any waivers or modifications will be permitted.

Please forward your evidence of insurance to: Ottawa County Purchasing, 12220 Fillmore St Rm 331, West Olive, MI 49460, [purchasing@miottawa.org](mailto:purchasing@miottawa.org), Fax Number 616-738-4897





## SERVICES AGREEMENT

V050724

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order”, “Ordering Document”, “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
  - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
  - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities.





- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
  - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
    - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
    - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.





- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
  - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
- 6. Term and Termination.
  - a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
  - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
- 7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
- 8. Maintenance; Modifications; Support Services.
  - a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
  - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.





- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

#### 9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

#### 10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.





- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
  - d) Data Responsibilities.
    - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
    - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
  - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
  - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.





- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

### 13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE





INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

#### 14. Indemnification.

- a) Customer Indemnity. Subject to subsection 14(c), to the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, NEOGOV will defend and indemnify Customer from and against any claim, demand, suit or proceeding made or brought against Customer (i) by a third party making a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, or (ii) in connection with NEOGOV's violation of any applicable laws..
  - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
  - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
  - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of





its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, NEOGOV'S OR CUSTOMER'S OBLIGATIONS TO DEFEND AND INDEMNIFY THE OTHER AS SET FORTH IN THIS AGREEMENT, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior written notice, which may be by direct notice or posting on the NEOGOV website. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.





19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Insurance. Contractor agrees to provide proof of the following insurance coverages, where applicable, including certificate(s) of insurance, endorsements and provisions, as more fully set forth in Exhibit C, entitled Contractor Insurance Requirements: Commercial General Liability; Workers' Compensation; Employers' Liability; Automobile, Umbrella/Excess Liability, Professional Liability, and Privacy and Security Liability (Cyber Security). Coverage limits are to be statutory and, if no statute applies, are to be at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate except Umbrella/Excess Liability coverage limits shall be at least \$5,000,000 for each occurrence of accident, products-completed operations aggregate, and general aggregate. The Contractor further agrees to comply with all other requirements set forth in Exhibit C, including, but not limited to, adding the County of Ottawa as an Additional Insured on Commercial General Liability.
23. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
24. General.
  - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Ottawa County/Western District of Michigan.
  - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
  - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
  - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same



- e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.



- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.





## Exhibit A Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.





## Exhibit B Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth





in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

# Action Request

Electronic Submission – Contract # 2440



**Committee: FINANCE AND ADMINISTRATION**

**Meeting Date: 11/8/2024**

**Vendor/3<sup>rd</sup> Party: SOUTHEASTERN MICHIGAN HEALTH ASSOCIATION (SEMHA)**

**Requesting Department: PUBLIC HEALTH**

**Submitted By: KRIS CONRAD**

**Agenda Item: CHILDREN'S SPECIAL HEALTH CARE SERVICES GRANT**

## Suggested Motion:

To approve and forward to the Board of Commissioners a contract with the Southeastern Michigan Health Association (SEMHA)

## Summary of Request:

The purpose of this contract is to work with the Children's Special Health Care Services (CSHCS) Family/Youth Engagement Program to involve families and young people in local activities. The Ottawa County Department of Public Health (OCDPH) uses this funding to hire a parent representative. This representative helps families and youth develop skills in leadership and advocacy, supports them by providing peer support and education, and ensures their voices are heard in shaping CSHCS programs and policies. The goal is to help families participate more and have a say in decisions that affect them.

## Financial Information:

Total Cost: \$5,000.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

## Administration:

Recommended by County Administrator:

10/30/2024 9:48:01 AM

Committee/Governing/Advisory Board Approval Date: 11/5/2024

## **Southeastern Michigan Health Association**

### **Agency Service Agreement**

This AGREEMENT is made between the Southeastern Michigan Health Association, a non-profit corporation ("SEMHA" or "Agency") and the **Ottawa County Department of Public Health** ("Contractor").

#### **RECITALS**

A. SEMHA, a private nonprofit corporation, exists to support public and private sector public health efforts by serving as a contracted-for financial fiduciary of grant funds received by its contract partner public health organizations. SEMHA's contracts with public health organizations may also call for SEMHA to sub-contract work on a specific public health program to independent contractors whose compensation comes from the Program's underlying grant funds for which SEMHA is the financial fiduciary.

B. SEMHA is in need of a qualified agency to provide professional services to the **Michigan Department of Health and Human Services (MDHHS) – Family Center for Children & Youth CSN** program, a grant-funded public health program ("Program").

C. CONTRACTOR states that it is qualified to meet the Program's needs, is ready, willing and able to contract with SEMHA to perform the Scope of Services, and that it understands the limited purpose of this contract, being to provide professional services to the specific grant-funded program, **Michigan Department of Health and Human Services (MDHHS) – Family Center for Children & Youth CSN**.

In consideration of the mutual covenants set forth herein, Contractor and SEMHA agree as follows:

#### **TERMS**

1. **ENGAGEMENT OF CONTRACTOR.** SEMHA engages the Contractor and Contractor agrees to satisfactorily perform the services for the Program as set forth in Attachment A ("Scope of Service").

2. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties to this Agreement understand and agree that Contractor is an Independent Contractor. The relationship between the parties is purely contractual as contained herein and SEMHA is neither the agent of the Contractor nor is the Contractor an agent of SEMHA. SEMHA is contracting with Contractor to perform the professional services contained in the Scope of Service. Contractor may determine the means, methods, tools and resources, etc. needed to perform the service.

3. **RELATIONSHIP TO PROGRAM.** As stated in the Recitals above, SEMHA has contracts with public health organizations to provide fiduciary and personnel services to certain grant-funded public health programs. SEMHA, in turn, has sub-contracted the particular professional services stated in the Scope of Service to Contractor for Contractor's performance in the specific Program. Contractor has no employment, contractual, or other relationship with the Program, public health organization or underlying grantor whatsoever.

In order for Contractor to perform the professional services under this Agreement however, it will

often be necessary for Contractor to know and abide by Program policies and guidelines, rules and policies for the program location (such as building hours, holidays on which the building and/or Program are closed, etc.), and SEMHA policies (non-discrimination, harassment, retaliation, etc.). Contractor's adherence to such policies, rules and guidelines, while necessary to satisfactorily fulfilling the professional services in this Agreement, does not in any way change Contractor's independent contractor relationship with SEMHA or lack of relationship whatsoever with the Program, program management or underlying Grantor.

4. **CONTRACT PERIOD.** Contractor shall commence performance of this Agreement on **October 1, 2024**. The Scope of Service (Attachment A) shall be performed satisfactorily and in such a manner as to ensure proper and timely completion of the Program objectives, expected to be on or before **September 30, 2025**. This Agreement will expire on **September 30, 2025** unless extended or renewed, in writing, signed by both Contractor and SEMHA. Contractor shall have no expectancy that the Agreement will be extended or renewed, nor of a subsequent contract with SEMHA.

5. **TERMINATION.** Either party hereto may terminate this Agreement at any time, with or without cause, by giving ten (10) days prior written notice.

Additionally, Contractor understands and agrees that because the Program is grant-funded, Contractor's services under this Agreement are completely dependent upon the continuation of the underlying grant funds. This means that if the grant funds are exhausted, withdrawn, or otherwise terminated, so too is this Agreement, regardless of Contractor's performance or the time remaining in the Contract Period. This provision supersedes Section 4, above.

SEMHA may terminate this Agreement with reasonable cause, defined as any of the following:

- a. unsatisfactory performance by Contractor, including but not limited to, failure to make satisfactory progress toward implementing Scope of Service expectations;
- b. violation of law by Contractor amounting to a felony or misdemeanor;
- c. embezzlement by Contractor or other misuse of the Agreement;
- d. falsification of records by Contractor, including submission of false pre-contract credentials;
- e. fraud by Contractor;
- f. Contractor's staff found to be working under the influence of intoxicants or controlled substances not legally prescribed or legally prescribed substances improperly used;
- g. Contractor's failure or refusal to follow laws, regulations, policies and procedures affecting the Program for which Contractor is performing the professional services;
- h. Contractor's failure or refusal to follow Program location or SEMHA policies, procedures and rules related to Contractor's performance of the Scope of Service for the Program;
- i. Contractor's inability to perform the duties and professional services required of this Agreement.

Termination with reasonable cause shall abolish this Agreement and all rights of the Contractor pursuant to this Agreement, including the Compensation provision, shall be immediately extinguished.



6. COMPENSATION. SEMHA agrees to pay Contractor for services satisfactorily performed, not to exceed the maximum contract sum of \$5,000.00. Contractor agrees to provide to SEMHA an invoice prepared in sufficient detail to provide SEMHA with the necessary information to determine proper performance of services.

7. GENERAL PROVISIONS.

a. Assignment. This Agreement, including the rights, benefits and duties hereunder, shall not be assignable by either party hereto without the express written consent of the other party to this Agreement.

b. Indemnity. Contractor hereby agrees to defend and hold harmless SEMHA from any and all claims, expenses, losses, lawsuits or other liability to any third party arising out of the Contractor's performance of the obligations under this Agreement.

Because SEMHA and Contractor have a purely independent contractor relationship, no liability or benefits, such as worker compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to Contractor's performance of professional services for SEMHA and/or the Program shall arise or accrue to either party or either party's agent or employees.

c. Entire Agreement. This Agreement contains the parties' entire agreement and supersedes any and all prior understandings and/or negotiations by and between them respecting the subject matter of this Agreement.

d. Severability. The parties agree that, in the event any provision or statement in this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions or statements of this Agreement shall remain intact and in full effect, unless the invalidity defeats the very purpose of this Agreement, in which case this entire Agreement shall become void.

e. Amendments. No amendments or modifications of this Agreement shall be valid unless they are in writing and signed by both parties to this Agreement.

f. Waiver. Waiver of any breach of this Agreement is specific to that breach only and does not constitute a continuing waiver of that or any other provision of this Agreement.

g. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.

h. Statutes of Limitation waiver. Contractor agrees that any legal claims, causes of action or other disputes arising out of the performance of this contract, specifically including rights granted Contractor by statutes and laws such as civil rights discrimination laws, will be brought to SEMHA's attention within one hundred eighty (180) days from the date such dispute or incident happens or Contractor should reasonably have known of its occurrence. Contractor agrees that its failure to bring any claim within 180 days constitutes Contractor's full and complete waiver of the claim. Contractor further agrees that any such dispute or cause of action will be resolved by binding arbitration according to the rules of American Arbitration Association and that any arbitral award regarding compensation due to the

SEMHA MDHHS2025-030

Contractor shall be limited to actual damages only, and to the period equal to the balance of the contract term less the amount of any mitigated compensation received.

- i. Nondiscrimination. During the term and performance of this Agreement Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies.
- j. Conflicts of Interest. Contractor affirms that to the best of its knowledge no **actual or potential conflict exists** between Contractor, Contractor's staff, business or financial interests and its services under this Contract. Contractor also affirms that to the best of its knowledge, no real or potential conflict exists between Contractor, Contractor's staff, business or financial interests and the Program, Program management, or underlying Grantor for which Contractor's services are contracted to be performed. Contractor also agrees that it will promptly inform SEMHA of any possible conflict of interest which may arise as a result of any change in either its business interests or services under this Contract.
- k. Debarment and Suspension. Assurance is hereby given to SEMHA that Contractor will comply with federal regulation 2 CFR part 180 and certifies to the best of its knowledge and belief that it:
  1. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or Contractor.
  2. Has not, within a three year period preceding this agreement, been convicted of or had a civil judgment rendered against it 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. Is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2.
  4. Has not, within a three-year period preceding this agreement, had one or more public transactions (federal, state or local) terminated for cause or default.
- l. Confidentiality. Contractor shall not use or disclose any information concerning SEMHA, the Program, Program recipients or participants, or information that may be classified as confidential for any purpose not directly connected with the administration of this Agreement, except with prior written consent of SEMHA or as may be required by law.
- m. Privacy - Health Insurance Portability and Accountability Act (HIPAA). To the extent that this Act is pertinent to the services that Contractor provides to SEMHA

under this Agreement, Contractor assures SEMHA that it will maintain compliance with HIPAA. Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Protected Health Information without the express written consent of SEMHA or as otherwise required by law. Any breach of this provision may result in immediate termination of the Agreement and the demand for return of all confidential and Protected Health Information. Contractor agrees to indemnify and hold harmless SEMHA for any damages related to Contractor's violation of HIPAA or unauthorized use of confidential information.

- n. Compliance with Laws and Policies. The contractor agrees that it will comply with all applicable federal, state and local laws, ordinances, codes, regulations and policies in carrying out the terms of this Agreement. Contractor shall also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits.
- o. Records Maintenance and Access. If applicable, Contractor shall retain all records related to this Agreement for a period of not less than three (3) years following the date of final Compensation payment or contract termination, whichever is later. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by SEMHA, personnel duly authorized by the Agency, or federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the three (3) year period, Contractor shall retain the records until all litigation, claims, or audit findings involving the records have been resolved.

Upon expiration or termination of this Agreement, Contractor shall immediately return to the Program or SEMHA all records, materials and information, written or otherwise, in Contractor's possession. Contractor shall not keep copies of any such records, materials or information in any form.

- p. Publication Rights. Where the Contractor exclusively develops books, films, or other such copyrightable materials through activities supported by this Agreement, the Contractor may copyright those materials. The materials that the Contractor copyrights cannot include service recipient information or personal identification data. The Contractor grants SEMHA and/or the funding agency a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials to the extent copyrighted by the Contractor.

The funding agency may modify the material described in the preceding paragraph which are copyrighted by the Contractor and may combine it with other copyrightable intellectual property to form a derivative work. The funding agency will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this agreement to the Contractor. If the Contractor ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this agreement, the funding agency has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Contractor has to the federal government.

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The Contractor shall give recognition to the funding agency in any and all publications, papers and presentations arising from the program and service contract herein.



SEMHA MDHHS2025-030


IN WITNESS WHEREOF, the parties have executed this Agreement dated as signed below:

**CONTRACTOR:**

  
Contractor Signature  
Leslie Ver Duin  
Contractor Name (please print)  
616-393-4444  
Phone  
Lverduin@miottawa.org  
Email Address

9/25/2024  
Date  
12251 James St. sk400  
Street Address  
Holland, MI 49424  
City, State, Zip Code

**SEMHA:**

  
Signature  
3F329BC22B5F42Z...  
Name  
Jeremy Andrews

9/25/2024  
Date  
Interim Executive Director  
Title

Southeastern Michigan Health Association  
3011 West Grand Boulevard, Suite 200  
Detroit, Michigan 48202  
Phone #: 313-873-6500  
Fax#: 313-873-6504

**SIGNATURE PAGE:**

**COUNTY OF OTTAWA**

By: \_\_\_\_\_  
Joe Moss, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Justin F. Roebuck, County Clerk/Register

\_\_\_\_\_  
Date

SEMHA MDHHS2025-030

**Attachment A**  
**Scope of Service**

Grantee will complete activities as outlined in their award letter and submit an annual Summary Report to the Family Center for CYSHCN by October 31, 2025.

# Action Request

Electronic Submission – Contract # 2448



**Committee: FINANCE AND ADMINISTRATION**

**Meeting Date: 11/8/2024**

**Vendor/3<sup>rd</sup> Party: LAKESHORE REGIONAL ENTITY**

**Requesting Department: PUBLIC HEALTH**

**Submitted By: KRIS CONRAD**

**Agenda Item: SUBSTANCE USE DISORDER PREVENTION**

## Suggested Motion:

To approve and forward to the Board of Commissioners a contract with Lakeshore Regional Entity. Approval of this motion also recognizes and appropriates additional grant revenue in the amount of \$10,778.

## Summary of Request:

Purpose of the contract is to provide substance use disorder prevention services to the community, such as prime for life and TIPS training.

## Financial Information:

Total Cost: \$195,600.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County. Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

## Administration:

Recommended by County Administrator:

10/25/2024 10:05:54 AM

Committee/Governing/Advisory Board Approval Date: 11/5/2024

**Grant Agreement Between**  
**Lakeshore Regional Entity**  
**hereinafter referred to as "LRE"**  
**and**  
**OTTAWA COUNTY DEPARTMENT OF PUBLIC HEALTH**  
**Hereinafter referred to as the "Grantee"**  
**For**  
**Allocation of Grant Funding**

**Part 1**

**I. Period of Agreement**

This Agreement will commence on **OCTOBER 1, 2024** and continue through **SEPTEMBER 30, 2025**. No activity will be performed, and no costs will be incurred prior to the Effective Date. This Agreement is in full force and effect for the period specified.

**II. Budget and Agreement Amount**

**A. Agreement Amount**

Total Agreement Allocation, Grant Project Descriptions, and Grant Project Budgets are outlined in **Exhibit A – Grant Award**.

**B. Equipment Purchases and Title**

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

**C. Deviation Allowance**

A deviation allowance modifying an established budget category by 15% or \$5,000, whichever is greater, is permissible without prior written approval of LRE. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing, and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

**III. Statement of Work**

The Grantee agrees to undertake, perform and complete the services outlined in **Exhibit C – Statement of Work**.

**IV. Financial Requirements**

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

**V. Performance/Progress Report Requirements**

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

**VI. Exhibits and Attachments**

**A. Exhibit A – Grant Award**

**B. Exhibit B – Grant Reporting Requirements**

**C. Exhibit C – Statement of Work**

**VII. Grant Special Provisions Requirements**

The following special provisions detail specific requirements for Grantee for specific grant projects.

**A. Substance Use Disorder Treatment and Access Special Provisions**

**B. Substance Use Disorder Prevention Special Provisions**

**C. State Opioid Response Special Provisions**

**D. Substance Use Disorder WSS Special Provisions**

**E. Mental Health Block Grant (MHBG) Funding Special Provisions**

Special Provision documents can be found on the LRE website at the following link:

<https://www.lsre.org/for-providers/provider-network>

**VIII. Distribution of Public Act 2 (PA 2 Liquor Tax) Funds**

Public Act 2 (PA2) Liquor Tax funds will be approved for distribution by the Entity SUD Oversight Policy Board. PA2 funds shall be used exclusively in the county from which they were derived. Any surpluses must be sent back to the LRE to administer and use in accordance with the law and at the direction of the Substance Use Disorder (SUD) Oversight Policy Board (OPB).

**IX. General Provisions**

The Grantee agrees to comply with the General Provisions outlined in Part 2 and Exhibits as applicable, which are part of this Agreement.

**X. Communication**

Communication regarding this Agreement and the commitments under it shall be between the following:

<b>LRE</b>		<b>Grantee</b>	
Name:	Stephanie VanDerKooi	Name:	Adeline Hambley
Title:	COO	Title:	Health officer
Address:	5000 Hakes Drive	Address:	12251 James ST
City/State/Zip:	Norton Shores, MI 49441	City/State/Zip:	Holland, MI 49424
Phone:	(231) 246-3569	Phone:	(616) 393-5625
Email:	StephanieV@lsre.org	Email:	ahambley@miottawa.org

LRE Financial Contact for the Agreement:

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

Name:	Stacia Chick
Title:	Chief Financial Officer
Address:	5000 Hakes Drive
City/State/Zip:	Norton Shores, MI 49441
Phone:	(231) 747-0904
Email:	StaciaC@lsre.org

**XI. Roles and Responsibilities of the Grantee**

- A. Grantee is responsible for submitting all required reports and Financial Status Reports on time and per reporting instructions as outlined in **Exhibit B – Grant Reporting Requirements**. Reports submitted on or before the due date are considered timely.
- B. Grantee representative will attend any relevant meetings and be prepared to provide updates on grant progress.
- C. Fiscal Responsibility: Carryforward of lapsed funds is not guaranteed. Grantee will ensure grant funds are being spent as planned, and report to LRE projected underutilization of funds to ensure the funding can be allocated to another provider in the region.
- D. Grantee will adhere to additional requirements outlined in Part 2 of this agreement, as well as all relevant Exhibits and Attachments referenced here within.

**XII. Roles and Responsibilities of LRE**

- A. Track funding of activities by Grantees and be prepared to submit these data to SAMHSA upon request.
- B. Submit regular reports to the state on outcomes as required.
- C. Serve as liaison between MDHHS and Grantee.
- D. Host meetings as needed.
- E. Reimburse Grantee as Financial Status Reports ("FSRs") are submitted.
- F. Ensure adherence to additional requirements outlined in Part 2 of this agreement, as well as all relevant Exhibits and Attachments referenced here within.
- G. Ensure compliance with MDHHS State Data requirements.
- H. Ensure Compliance with MDHHS Data Privacy and Information Security requirements.

**XIII. Special Conditions**

- A. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- B. Based on the availability of funding, LRE may specify the amount of funding Grantee may expend during a specific time period within the Agreement Period.
- C. LRE will not assume any responsibility or liability for costs incurred by Grantee prior to the start date of this Agreement.
- D. Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.



**Certification of Authority to Sign this Agreement**

The persons signing this Agreement on behalf of the Parties certify by said signatures that they are duly authorized to sign this Agreement on behalf of each respective Party and that this Agreement has been authorized by said Parties. This Agreement shall be deemed executed, valid, enforceable, and binding upon the Parties once signed in handwriting or by any electronic means and may be delivered by facsimile or electronic submission.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties hereto have fully executed this Agreement on the day and year first written above.

**For OTTAWA COUNTY DEPARTMENT OF PUBLIC HEALTH**

Adeline Hambley

Health Officer

Name

Title

Signed by:

*Adeline Hambley*

9/27/2024 | 3:12:00 PM EDT

D455AE1225BE490

Signature

Date

**For LAKESHORE REGIONAL ENTITY**

Mary Marlatt-Dumas

Chief Executive Officer

Name

Title

DocuSigned by:

*Mary Marlatt-Dumas*

9/30/2024 | 2:39:33 PM EDT

7FCB2077A8A843C...

Signature

Date



**SIGNATURE PAGE:**

**COUNTY OF OTTAWA**

By: \_\_\_\_\_  
Joe Moss, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Justin F. Roebuck, County Clerk/Register

\_\_\_\_\_  
Date

## **Part 2**

### **General Provisions**

#### **I. Responsibilities – Grantee**

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

##### **A. Publication Rights**

1. Copyright materials only when Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides LRE a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from LRE for any materials copyrighted by Grantee or modifications bearing acknowledgment of Michigan Department of Health and Human Services (MDHHS) or LRE's name prior to reproduction and use of such materials. The State of Michigan and/or LRE may modify the material copyrighted by Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The State of Michigan and/or LRE will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to Grantee. If Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the State of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations Grantee has.
3. Obtain written authorization, at least 30 days in advance, from LRE and give recognition to LRE in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify LRE 15 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 30 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from LRE.

##### **B. Fees**

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

##### **C. Grant Program Operation**

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

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

**D. Reporting**

Utilize all report forms and reporting formats required by LRE at the start of this Agreement and provide LRE with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter. Reporting requirements are outlined in **Exhibit B – Grant Reporting Requirements**.

**E. Record Maintenance/Retention**

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, in accordance with Department of Management, Technology, and Budget (“DMTB”) General Schedule #20. Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than seven years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

**F. Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of LRE, MDHHS, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.
2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of LRE and/or MDHHS and others when those individuals have access to the Grantee’s grant records.

**G. Audits**

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

**1. Required Audit or Audit Exemption Notice**

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

**a. Single Audit**

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

**b. Financial Related Audit**

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

**c. Audit Exemption Notice**

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

**2. Financial Statement Audit**

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

**3. Due Date and Where to Send**

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to LRE within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after then end of Grantee's fiscal year by e-mail to LRE Finance Contact email.

**4. Penalty**

**a. Delinquent Single Audit or Financial Related Audit**

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

**b. Delinquent Audit Exemption Notice**

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

- d. Other Audits

LRE, MDHHS, and/or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

#### **H. Subcontractor Monitoring**

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

#### **I. Notification of Modifications**

Provide timely notification to LRE within 7 days, or sooner if circumstances warrant, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

#### **J. Software Compliance**

Ensure software compliance and compatibility with LRE and MDHHS's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure or errors due to the



inaccuracy of Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access. State or federal data includes data and information provided to Grantee or Grantee's Subcontractor by or on behalf of LRE, the State, or federal government, and all data and information derived therefrom, is the exclusive property of the State or federal government.

**K. Human Subjects**

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. Grantee agrees that prior to the initiation of the research, Grantee will obtain prior consent from LRE to ensure compliance with the MDHHS Institutional Review Board (IRB) Application Process.

**L. Mandatory Disclosures**

1. Disclose to LRE in writing within 7 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
  - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
  - b. A criminal Proceeding;
  - c. A parole or probation Proceeding;
  - d. A Proceeding under the Sarbanes-Oxley Act;
  - e. A civil Proceeding involving:
    - i. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
    - ii. A governmental or public entity's claim or written allegation of fraud; or
    - iii. Any complaint filed in a legal or administrative proceeding alleging Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
  - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
  - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify LRE, at least 60 calendar days before the effective date, of a change in Grantee's ownership or executive management.

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

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and be prohibited from the following:
  - a. Holding or acquiring an interest that would conflict with this Agreement;
  - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;

- c. Attempting to influence or appearing to influence any LRE or state employee by the direct or indirect offer of anything of value; or
  - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify LRE of any violation or potential violation of these standards. This section applies to Grantee, any parent, affiliate or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

**N. Travel Costs**

- 1. Be reimbursed for travel costs (including mileage, meals and lodging) budgeted and incurred related to activities provided under this Agreement.
  - a. If Grantee has a documented policy related to travel reimbursement for employees and if Grantee follows that documented policy, LRE will reimburse Grantee for travel costs at Grantee's documented reimbursement rate for employees. Otherwise, the State of Michigan travel reimbursement rate applies.
  - b. Federally funded Grantees must comply with Title 2 CFR 200.475.
  - c. State of Michigan travel rates may be found at the State of Michigan Website.
  - d. International travel must be preapproved by LRE and itemized in the budget.

**O. Insurance Requirements**

- 1. Maintain at least a minimum of the insurances or governmental self- insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
  - a. Protect LRE from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
  - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
  - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better or governmental self-insurance.
- 2. Insurance Types
  - a. Commercial General Liability Insurance or Governmental Self- Insurance.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.
  - b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
  - c. Employers Liability Insurance or Governmental Self-Insurance.
  - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 3. Require that subcontractors maintain the required insurances contained in this Section.

4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of Grantee from any obligations under this Agreement.
5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.
6. LRE shall be identified as an Additional Insured as necessary to protect its interests on any insurance policies referenced in the above paragraphs.
7. Notwithstanding the requirements set forth in this section, the Grantee may request an exemption from maintaining specific types of insurance coverage outlined above. Such an exemption will only be granted upon the Grantee's submission of a formal written request to the LRE contact identified in **Part 1, Section X**, providing a detailed explanation and justification for the exemption. LRE, in its sole discretion, may approve or deny the request in writing. The approval of any exemption shall not be unreasonably withheld, provided that the Grantee can demonstrate alternative safeguards or risk mitigation measures acceptable to LRE. Any approved exemption shall not relieve the Grantee of its responsibility to ensure that subcontractors comply with all applicable insurance requirements unless otherwise specified in the written exemption approval.

**P. Criminal Background Check**

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
  - a. ICHAT: <http://apps.michigan.gov/ichat>
  - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
  - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
  - a. Central Registry:  
[http://www.michigan.gov/mdhhs/0,5885,7-339-73971\\_7119\\_50648\\_48330---,00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html)
3. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.

5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive Central Registry response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

## **II. Assurances**

The following assurances are hereby given to LRE:

### **A. Compliance with Applicable Laws**

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

### **B. Anti-Lobbying Act**

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

### **C. Non-Discrimination**

1. Grantee must comply with MDHHS's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
3. Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:



- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92- 255), as amended, relating to nondiscrimination based on drug abuse;
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
  - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
  - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
4. Additionally, assurance is given to LRE that proactive efforts will be made to identify and encourage the participation of minority- owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. Grantee must include language in all contracts awarded under this Agreement which prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

**D. Debarment and Suspension**

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

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

5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

**E. Pro-Children Act**

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

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

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

**G. Employee Whistleblower Protections**

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

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

Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended.

This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to LRE.

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

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



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

**J. Procurement of Recovered Materials**

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

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

**K. Subcontracts**

For any subcontracted activity or product, Grantee will ensure:

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

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

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

**L. Procurement**

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

4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of seven years after the end of the Agreement period.

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

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

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

**N. Website Incorporation**

LRE is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. LRE is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by LRE. Grantee must not refer to LRE on the Grantee's website or

other internet communication platforms or technologies without the prior written approval of LRE.

**O. Survival**

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

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

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

**2. Meaning of Confidential Information**

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

- a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
  - b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
  - c. Should reasonably be recognized as confidential information of the disclosing party;
  - d. Is unpublished or not available to the general public; or
  - e. Is designated by law as confidential.
3. The term "confidential information" does not include any information or documentation that was:
- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
  - b. Already in the possession of the receiving party without an obligation of confidentiality;
  - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
  - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
  - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
4. Grantee must notify LRE within one business day after discovering any unauthorized use or disclosure of Confidential Information. Grantee will cooperate with LRE in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

**Q. Cap on Salaries**

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

**III. Financial Requirements**

**A. Operating Advance**

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

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of operating expenses. Operating advances will be monitored and adjusted by LRE relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to LRE in Grantee's financial records. The operating advance payable liability must remain in Grantee's financial records until fully recovered by LRE.
3. The reimbursement for actual expenditures by LRE should be used by Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to LRE within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with LRE. Subsequent LRE agreements may not be executed if an outstanding operational advance has not been repaid.
5. If the Grantee has a recurring agreement with LRE, LRE requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or LRE's fiscal year, whichever is first, the Grantee must respond to LRE's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in LRE recovering all or part of an outstanding operating advance.

**B. Reimbursement Method**

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

**C. Financial Status Report Submission**

Schedule of Financial Status Report (FSR) is outlined in **Exhibit B – Grant Reporting Requirements**.

Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or



fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Final FSRs are due 15 days following the end of the Agreement period. The final FSR must be clearly marked "Final". Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

**D. Unobligated Funds**

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

**E. Indirect Costs**

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

**F. PA2 Funding Requirements**

Funding which contains state convention facility development act dollars as outlined in Public Act 206 of 1893 (MCL 211.24e(11)), also known as "PA 2 Funds" for the prevention and treatment of substance use disorders are to be used in the Counties from which the PA 2 Funds originated. Prevention, treatment, and recovery is defined in the Mental Health Code Act 258 of 1974:

1. "Substance use disorder prevention services" means services that are intended to reduce the consequences of substance use disorders in communities by preventing or delaying the onset of substance abuse and that are intended to reduce the progression of substance use disorders in individuals. Substance use disorder prevention is an ordered set of steps that promotes individual, family, and community health, prevents mental and behavioral disorders, supports resilience and recovery, and reinforces treatment principles to prevent relapse. MCL 330.1100d(13)
2. "Substance use disorder treatment and rehabilitation services are "identifiable recovery-oriented services including: (a) early intervention and crisis intervention counseling services for individuals who are current or former individuals with substance use disorder, (b) referral services for individuals with substance use disorder, their families, and the general public, and (c) planned treatment services, including chemotherapy, counseling, or rehabilitation for individuals physiologically or psychologically dependent upon or abusing alcohol or drugs." MCL 330.1100d(14)."
3. "Recovery is defined as "a highly individualized process of healing and transformation where the individual gains control over his or her life. Related services include recovery management, recovery support services, recovery houses or transitional living programs, and relapse prevention. Recovery involves the development of a new meaning, purpose, and growing beyond the impact of addiction or a diagnosis. Recovery may include the pursuit of spiritual, emotional, mental, or physical well-being. MCL 330.1100c(15)".

**IV. Agreement Termination**

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

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

**V. Stop Work Order**

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

**VI. Final Reporting Upon Termination**

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

**VII. Severability**

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

**VIII. Waiver**

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

**IX. Amendments**

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



**X. Liability**

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

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of Grantee, any of its subcontractors, or anyone directly or indirectly employed by Grantee, or anyone performing activities at the direction of the Grantee under this agreement.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

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

In the event of an incident the Grantee must:

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

**XI. State of Michigan Agreement**

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

# EXHIBIT A – Grant Funding Award

## LAKESHORE REGIONAL ENTITY

Contract	Grantee Name			Date Prepared
FY25_OCDPH Grant	Ottawa County Department of Public Health			9/27/2024
Grantee UEI #	Grantee Address			Amendment #
EZE8NUD6HSQ7	12251 James Street, Holland, MI 49424			0
Grant Name	Grant Project Name	Direct	Indirect	Total
Substance Use and Gambling Services	SOR4 - Prev	\$30,000.00	\$0.00	\$30,000.00
Substance Use and Gambling Services	Prevention & PA2 - Prevention	\$115,040.00	\$41,760.00	\$156,800.00
COVID-19 Substance Use and Gambling Services	Prevention 3 ARPA	\$8,800.00	\$0.00	\$8,800.00
Total Contract Award				\$ 195,600.00

The following section is only applicable to Grantees determined as a Subrecipient per CFR 200.331					
§ 200.331 determination:					Subrecipient
Compliance with 2 CFR 200.332 (a) (1):					
Total Program Award:					\$ 123,800.00
[Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;]					
Total Funds Obligated to Subrecipient:					\$ 123,800.00
[Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;]					
Federal Agency Name (Federal Grantor):			Department of Health and Human Services		
Federal Agency Office:			Substance Abuse and Mental Health Services Administration		
Pass-Through Agency Name:			Michigan Department of Health and Human Services		
Subaward Period of Performance:			October 1st, 2024 - September 30th, 2025		
Subaward Budget Period:			October 1st, 2024 - September 30th, 2025		
Type of Agreement:			Not Research and Development		
Grant Program Code	Grant Project Title	Assistance Listings #	Assistance Listings Title:	FAIN	Federal Award Date
SUGS-2024	MI Gambling Disorder Prev. Project	93.959	Block Grant for Prevention & Treatment of Substance Abuse	B08T083947	5/17/2021
SUGS-2024	Prevention	93.959	Block Grant for Prevention & Treatment of Substance Abuse	B08T085813	2/10/2022
SUGS-2024	Prevention	93.959	Block Grant for Prevention & Treatment of Substance Abuse	B08T087045	2/20/2024
SUGS-2024	SOR 4	93.788	Opioid STR	H79T087831	9/24/2024
SUGS-2024	SUD - Admin.	93.959	Block Grant for Prevention & Treatment of Substance Abuse	B08T087045	2/20/2024
SUGS-2024	Treatment and Access Management	93.959	Block Grant for Prevention & Treatment of Substance Abuse	B08T085813	2/15/2023
SUGS-2024	Treatment and Access Management	93.959	Block Grant for Prevention & Treatment of Substance Abuse	B08T087045	2/20/2024
SUGS-2024	SUD Services - WSS	93.959	Block Grant for Prevention & Treatment of Substance Abuse	B08T085813	2/15/2023
SUGS-2024	SUD Services - WSS	93.959	Block Grant for Prevention & Treatment of Substance Abuse	B08T087045	2/20/2024
CSUGS-2024	Prevention 3 ARPA	93.959	Block Grant for Prevention & Treatment of Substance Abuse	B08T083947	5/17/2021
CSUGS-2024	Treatment 3 ARPA	93.959	Block Grant for Prevention & Treatment of Substance Abuse	B08T083947	5/17/2021
CSUGS-2024	WSS 3 ARPA	93.959	Block Grant for Prevention & Treatment of Substance Abuse	B08T083947	5/17/2021
DFC	LEADS	93.276	U.S. Department of Health and Human Services	NH28CE002979	6/29/2023
CBH-2024	Peer Driven Tobacco Cessation	93.958	Block Grants for Community Mental Health Services	B095M087366	11/17/2022
CBH-2024	Clubhouse Engagement	93.958	Block Grants for Community Mental Health Services	B095M087366	11/17/2022



**EXHIBIT B**

**EXHIBIT B - GRANT REPORTING REQUIREMENTS**

FY2025

The GRANTEE must provide the following reports to LRE as listed below.

All dates are subject to change based on State and Federal requirements. LRE will issue a letter of Change Notice when reporting due dates are revised, and Member shall be bound by the new date.

**FINANCIAL GRANT REPORTING SCHEDULE**

All Finance Reports should be submitted to the LRE Grant Financial Reporting SharePoint site:

[LRE Grant Financial Reporting Site \(SharePoint\)](#)

Due Date	Report Title	Frequency	Report Period
15 <sup>th</sup> days after end of month	Grant Financial Status Report (FSR), for each Grant Project	Monthly	Previous Month
Jan 23	Grant Amendment Request (project or budget changes)	Annual	Oct 1 - Sep 30
Feb 14	Legislative Report/Section 904	Annual	Oct 1 - Sep 30
April 30	Grant Amendment Request - Final (project or budget changes)	Annual	Oct 1 - Sep 30
June 30	SUD – Single Audit Report	Annual	Oct 1 - Sep 30
Nov 18	Grant FSR- Final, for each Grant Project	Annual	Oct 1 - Sep 30
30 Days After Submission	Annual Financial Audit, Management Letter, and Grantee Response	Annual	Oct 1 - Sep 30
TBD	FY25 Initial Budget, for each grant project	Annual	Oct 1 - Sep 30
TBD	Grant Lapse Estimates/Obligation Report	Annual	Oct 1 - Sep 30

**NON-FINANCIAL GRANT REPORTING**

Non-Financial Grant Reports are to be submitted to the LRE Grant Project Reporting Contacts listed below:

Grant Project Name	LRE Grant Project Reporting Contact Name	LRE Grant Reporting Contact Email
<b>Substance Use and Gambling Services (SUGS) 2025</b>		
Michigan Gambling Disorder Prevention Project	Stephanie VanDerKooi	<a href="mailto:stephaniev@lsre.org">stephaniev@lsre.org</a>
Prevention	Amy Embury	<a href="mailto:amye@lsre.org">amye@lsre.org</a>
State Disability Assistance	Amanda Tarantowski	<a href="mailto:amandat@lsre.org">amandat@lsre.org</a>
State Opioid Response 4	Treatment: Amanda Tarantowski Prevention: Amy Embury	<a href="mailto:amandat@lsre.org">amandat@lsre.org</a> <a href="mailto:amye@lsre.org">amye@lsre.org</a>
Substance Use Disorder Administration	Amanda Tarantowski	<a href="mailto:amandat@lsre.org">amandat@lsre.org</a>
Treatment and Access Management	Amanda Tarantowski	<a href="mailto:amandat@lsre.org">amandat@lsre.org</a>
Women's Specialty Services	Amanda Tarantowski	<a href="mailto:amandat@lsre.org">amandat@lsre.org</a>
<b>COVID19 Substance Use and Gambling Services (CSUGS) 2025</b>		
Prevention 3 ARPA	Amy Embury	<a href="mailto:amye@lsre.org">amye@lsre.org</a>
Treatment 3 ARPA	Amanda Tarantowski	<a href="mailto:amandat@lsre.org">amandat@lsre.org</a>

**EXHIBIT B**

Women's Specialty Services 3 ARPA	Amanda Tarantowski	<a href="mailto:amandat@lsre.org">amandat@lsre.org</a>
<b>Comprehensive Services for Behavioral Health (CSBH) 2025</b>		
Behavioral Health Services for Native Americans	Amanda Tarantowski	<a href="mailto:amandat@lsre.org">amandat@lsre.org</a>
Clubhouse Engagement	Stephanie VanDerKooi	<a href="mailto:stephaniev@lsre.org">stephaniev@lsre.org</a>
Hispanic Behavioral Health Services	Stephanie VanDerKooi	<a href="mailto:stephaniev@lsre.org">stephaniev@lsre.org</a>
Peer Driven Tobacco Cessation	Amy Embury	<a href="mailto:amye@lsre.org">amye@lsre.org</a>

**NON-FINANCIAL GRANT REPORTS**

<b>Due Date</b>	<b>Report Title</b>	<b>Frequency</b>	<b>Report Period</b>
5 <sup>th</sup> day following end of the month	SOR4 Grant Narrative Report (SOR4 Grant Recipients only)	Monthly	Previous Month
10 <sup>th</sup> day of the month following end of quarter	Quarterly Workplan/Narrative Report, <b>for each Grant Project</b>	Quarterly	Previous Quarter
The following reports are required for Grantees contracted for the following Grant Projects: SUGS – Prevention, Substance Use Disorder Administration, Treatment and Access Management, Women's Specialty Services (WSS) CSUGS – Prevention 3 APRA, Treatment 3 ARPA, Women's Specialty Services (WSS) 3 ARPA			
20 <sup>th</sup> day following end of quarter	Child Referral Report (WSS)	Quarterly	Previous Quarter
25 <sup>th</sup> day following end of month	Priority Population Waiting List Deficiencies Report	Monthly	Previous month
25 <sup>th</sup> day following end of month	Injecting Drug Users 90% Capacity Treatment Report	Quarterly	Previous Quarter
Nov 15	Communicable Disease Report	Annual	Oct 1- Sep 30
Nov 15	Annual Women's Specialty Services (WSS) Report	Annual	Oct 1- Sep 30
Apr 10	WSS Mid-Year Status Report	Annual	Oct 1- Mar 31
August 1	Charitable Choice Report	Annual	Previous Year
TBD	SYNAR Coverage Study Canvassing Forms	TBD	TBD

**Exhibit C – Statement of Work  
LAKESHORE REGIONAL ENTITY**

Contract	Grantee Name	Date Prepared
FY25_OCDPH Grant	Ottawa County Department of Public Health	9/27/2024
Grantee UEI #	Grantee Address	Amendment #
EZE8NUD6HSQ7	12251 James Street, Holland, MI 49424	0
Grant Project Name	Statement of Work	
SOR4 - Prev	SUD Prevention pre-approved Evidence Based Programming: Botvins Life Skills, Prime for Life, Guiding Good Choices, Strengthening Families, Celebrating Families, Project Toward No Drug Abuse, Catch my Breath.	
Prevention & PA2 - Prevention	SUD Prevention Services as pre-approved by LRE SUD Prevention Manager through the Annual Action Plan, project proposal narrative and outcome tracking report. Serves as the DYTUR for Ottawa County and ensures Law enforcement checks by designated PA2 county allocation.	
Prevention 3 ARPA	Prevention Services as pre-approved by LRE SUD Prevention Manager through the Annual Action Plan, project proposal narrative and outcome tracking report.	





# Action Request

Electronic Submission – Contract # 2451



**Committee: FINANCE AND ADMINISTRATION**

**Meeting Date: 11/8/2024**

**Vendor/3<sup>rd</sup> Party: THE VITALITY GROUP LLC**

**Requesting Department: HUMAN RESOURCES**

**Submitted By: ZAC VANOSDOL**

**Agenda Item: CONTRACT WITH VITALITY FOR HEALTH MANAGEMENT PLAN**

## Suggested Motion:

To approve and forward to the Board of Commissioners the request to contract with Vitality for the employee health management plan for a period of three years.

## Summary of Request:

Ottawa County began an employee health management plan in 2012 in response to the rising cost of health insurance. To create incentives and support for employees to better manage their own health, an outcomes-oriented wellness program was created. In 2018, research conducted on the Ottawa County Plan showed employees and spouses experienced a 12% improvement in health status over four years. In one year alone, this led to the county saving an estimated \$3 million. The Plan has changed over time based on research, results, and employee feedback. It is recommended to contract with Vitality for a three-year period to provide the health management plan, to continue to have positive health outcomes on those insured on the County's health insurance. The base cost is \$35,640 the first year and there are additional supplemental costs for forms, integrations, and incentives. The base cost and supplemental costs/fees will be within the budgeted amount.

## Financial Information:

Total Cost: \$160,000.00

General Fund Cost: \$160,000.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

## Administration:

Recommended by County Administrator:

10/14/2024 11:15:12 AM

Committee/Governing/Advisory Board Approval Date: 11/5/2024

## Vitality Order Form

PARTIES		
Customer Name and Address	Customer Contact	Customer Consultant (if applicable)
<b>County of Ottawa</b>  12220 Fillmore Street   West Olive, MI 49460	Erin Rotman  Benefits Analyst  erotman@miottawa.org	Colleen Pikaart  Arthur J. Gallagher  colleen_pikaart@ajg.com
Key Terms		
Launch Date	<b>1/1/2025</b>	Date of intended launch
Payment Terms	<b>Net 30</b>	All payments shall be due within 30 days of receipt of an invoice.
Initial Term	<b>Three years</b>	Initial Term of the Agreement shall be Three years from Launch Date.
Termination Fee	<b>Based on time of termination</b>	Termination Fee Based on time of termination In the event either party terminates the Agreement without cause during the Initial Term, the terminating party shall owe the fee set forth below, based on time of termination. Such calculation of fees shall be based on the then current Administration Fee calculated against the average eligible Member count over the previous 6 months. If termination without cause occurs at end of the first program year: 3-month PEPM termination fee shall apply. If termination without cause occurs at end of the second program year: 1-month PEPM termination fee shall apply.
CORE FEES		
	Unit Cost	Fee Basis
Implementation Fee	<b>\$</b>	One-time fee included in Administration Fee

Administration Fee for 850 eligible Members <sup>1</sup> during Year 1.	<b>\$4.85</b>	Per Employee Per Month (PEPM)  Annual increase capped at CPI-U <sup>2</sup>
Physician Form	<b>\$3</b>	Per Paper Physician Form Submitted

#### OPTIONAL/MISCELLANEOUS FEES

	Unit Cost	Fee Basis
Data Integrations and/or SSO	<b>\$500</b>	Customer's first 3 data integrations or SSO implementations (in the aggregate) shall incur no fee. All additional integrations shall be charged per implementation. <sup>3</sup>
Wellness Strategy Manager Onsite Visits	<b>\$850<sup>4</sup></b>	Per onsite visit to Customer by a Vitality Wellness Strategy Manager. Vitality shall waive the \$850 fee for the first 2 visits.
Mall & Active Rewards	<b>Pass-through cost for rewards redeemed</b>	Incentive management, tracking and fulfillment are included as part of our core services. Monthly pass-through cost of the full value of Vitality Rewards that members redeemed.
Earn Apple Watch Administration	<b>\$30</b>	Per Watch redeemed through Earn Apple Watch program.
Earn Apple Watch Rewards	<b>Varies</b>	Billed for each Watch purchaser each month. Amount billed equals the difference between the maximum monthly payment (e.g., \$14.00 for Apple Watch Series 8) and the payment due from the Member/User.

Amounts shown above do not include any local, state, federal or foreign taxes or levies of any nature. Any such taxes are the responsibility of Customer and will appear on the applicable invoice.

#### Terms and Conditions:

This Order Form is entered into by The Vitality Group, LLC ("Vitality") and the customer identified above ("Customer") (each a "Party" or collectively the "Parties") and is subject to the Vitality Terms and Conditions ("Agreement") and the relevant Data Processing Terms ("DPA") attached hereto and are considered to be incorporated herein. Intending to be bound, this Order Form is duly executed by the duly authorized representatives of the parties set forth below:

<sup>1</sup>

The pricing provided is volume-based. If the number of employees changes from the estimate provided in the proposal prior to the time of launch, a different PEPM rate may apply. Vitality requires a minimum employee count throughout the contract term, based on at least 80% of the employee count found quoted during the proposal. Should the total eligible employees drop below 80%, Vitality reserves the right to charge a minimum fee calculated as your current PEPM x 80% your quoted employee count. A \$1,000 minimum monthly fee applies only if 80% of the quoted amount is less than \$1,000.

<sup>2</sup> The consumer price index of consumer goods and services of urban households, as defined by the U.S. Bureau of Labor Statistics.

<sup>3</sup> Biometric screening integrations must be in Vitality's standard format.

<sup>4</sup> All travel and expenses are not included in this fee and shall be billed in accordance with Vitality's Travel and Expense policy.

County of Ottawa

THE VITALITY GROUP, LLC

DocuSigned by:

Elizabeth Dunphy

By:

7D13F0A23B054AE...

By:

Name: Joe Moss

Title: Board of Commissioners Chairperson

Dated:

Elizabeth Dunphy

Name:

Title: Chief operating officer

Dated: 10/29/2024

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

Name: Justin Roebuck

Title: County Clerk/Register of Deeds

Dated: \_\_\_\_\_



## VITALITY TERMS AND CONDITIONS

This Agreement, including any applicable addenda, annexes, exhibits, or other similar agreements, constitute a legal agreement between Customer and Vitality effective upon execution.

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

1. **Vitality Services.** During the Term, Vitality shall provide “**Vitality Services**”, which shall include, but not be limited to the following components.
  - a. Access to Vitality’s proprietary online behavior change wellness portal available via the web and mobile application in eligible global territories (the “**Vitality Program**”) which includes health and wellness-oriented activities, clinical goals/measures, educational programs, and other objectives (“**Engagement/s**”) for “**Members**” (those who Customer shall identify as being eligible to receive access to the Vitality Program via the eligibility file) and “**Users**” (any spousal equivalent dependents included on an eligibility file who are over 18 years of age and who shall be granted access to the Vitality Program with no additional fees) to pursue.
  - b. Health risk assessments and other or similar tool(s) to identify current health and wellness levels, conditions, activities, risks, and related factors.
  - c. A designated wellness strategy manager.
  - d. Access to standard, configurable communication templates and other engagement toolkits.
  - e. Provision of the standard reporting package.
  - f. Regular surveys of Members and Users related to the Vitality Services.
  - g. Product development and analytics.
  - h. Various “**Vitality Rewards**” which Members (and in some cases Users, as Customer may so choose) may qualify for through Engagement/s. In addition to Vitality’s standard Vitality Rewards, at the Customer’s option Vitality Rewards may include the following as is agreed in writing, but without amendment to this contract, by and between Vitality and Customer:
    - A. Vitality Active Rewards (available October 1, 2023);
    - B. Earn Your Watch with Apple Watch fulfillment;
    - C. Vitality Mall; and
    - D. Member Incentive Plan.
  
2. **Vitality Services: Users and Eligibility.**
  - a. Any Member eligible at any point in a month shall be subject to the full Administration Fee as agreed in the Order Form. Individuals under 18 years of age or located in a prohibited country (a list of which can be provided by Vitality upon request at anytime) shall not be eligible for the Vitality Program and Customer shall be solely responsible should they be added to the eligibility file.
  - b. The eligibility file is the sole responsibility of Customer and must be provided on a monthly basis in Vitality’s standard file format. Any consents required to provide Vitality with the information contained in the eligibility file shall be the sole responsibility of Customer. The Customer’s updating of its eligibility file shall serve as notice to Vitality of any additions, changes, deletions or modifications to the list of Members and Users and Vitality shall be entitled to rely on the accuracy and completeness of the enrollment and eligibility data in

providing the Vitality Program. In no event shall Vitality be required to revise the eligibility retroactively. In the event an Eligibility File contains errors, it shall be the Customer's responsibility to review the Vitality provided error reports and make all appropriate changes. Customer shall be responsible for all charges incurred by a Member or User up to two Business Days following the removal of such individual from the eligibility file.

3. **Intentionally Left Blank**

4. **Professional Services.** If Customer wishes to purchase implementation or other professional services from Vitality relating to the Vitality Services ("Professional Services"), such work will be described in one or more separate statement(s) of work ("**SOW**") or Order Form(s), in certain cases and shall be subject to express agreement by the Parties.

5. **Insurance.** Vitality agrees to maintain and will provide certificate(s) of insurance and relevant endorsements as proof of the following insurance coverages: Commercial General Liability; Workers' Compensation; Employers' Liability; Automobile, Umbrella/Excess Liability, and Technology Errors and Omissions Liability (Cyber Security). Coverage limits are to be statutory and, if no statute applies, are to be \$1,000,000 per occurrence or claim and \$2,000,000 aggregate except Umbrella/Excess Liability coverage limits shall be \$5,000,000 for each occurrence and general aggregate, and Automobile which shall be \$1,000,000 combined single limit each accident, Workers Compensation in statutory amounts, and Employer's Liability which shall be \$1,000,000 per each accident, \$1,000,000 each employee for disease, and \$1,000,000 policy limit for disease. Vitality is required to include The Customer as an Additional Insured on its Commercial General Liability, Umbrella/Excess Liability and Technology Errors and Omissions Liability (Cyber Security) on a primary and non-contributory basis.

6. **Use of the Vitality Services.**

- a. **Customer Responsibilities.** Customer is responsible for all Members and Users. Customer will: (i) have sole responsibility for the accuracy, quality, integrity, and reliability of all electronic data or information submitted by Customer; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Vitality Program, and notify Vitality promptly of any such unauthorized access or use; (iii) comply with all applicable local, state, federal, and foreign laws in using the Vitality Services; and (iv) use the Vitality Services only in accordance with this Agreement.
- b. **Use Guidelines.** At all times, Members and Users shall abide by the terms and conditions of the Vitality Program which shall be available via the portal. Customer remains responsible for Members and Users and their use of the Vitality Services in accordance with the terms of the Agreement. A breach of the Agreement by any Member or User will be considered a breach by Customer hereunder.
- c. **Third-Party Providers.** Certain third-party providers ("**Third-Party Providers**") offer products and services related to the Vitality Services and offerings that work in conjunction with or may be integrated with the Vitality Services. Vitality is not responsible for, and does not warrant any such Third-Party Providers or any of their products or services. Notwithstanding the foregoing, to the extent Customer purchases such third-party products or services directly from Vitality, the providers of such products or services shall not be considered Third-Party Providers hereunder and will be subject to the terms and conditions of the applicable SOW.

7. **Confidential Information and Data Protection.**

- a. Vitality has adopted and will maintain industry-standard administrative, physical, and technical safeguards designed to protect the security and privacy of Customer Data, as further described in the Data Processing Agreement attached hereto. Vitality will not be responsible for loss of data processed, stored or transmitted on systems or networks not owned or operated by Vitality, including the internet.
- b. Vitality agrees that it will not (1) sell Personal Information, (2) retain, use, or disclose Personal

Information for any purpose other than for the specific purpose of its performance under this Agreement, including retaining, using, or disclosing Personal Information for any commercial purpose other than the specific purpose of performance of this Agreement; (3) retain, use, or disclose Personal Information outside of the direct business relationship between Customer and Vitality.

- c. Customer shall ensure that it secures all necessary consents from Members prior to providing their Personal Information to Vitality, whether directly or via a third-party.
- d. For purposes of this Agreement, “**Confidential Information**” refers to all financial, business and other information, in whatever form or medium, including, without limitation, any trade secrets, processes, financial data, know how, technical data and documentation, strategic planning, product/service specifications, prototypes, computer programs, drawings, models and marketing data, trademarks and patents (including applications made) that is furnished or disclosed by a Party (“**Disclosing Party**”) or any of its “**Affiliates**” (with respect to either Party, any individual, company, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, such Party) to the other Party (“**Receiving Party**”) pursuant to the terms of this Agreement, *except that* such term will not include (i) information already known by the Receiving Party without an obligation of confidentiality, (ii) information that is or becomes publicly known other than through a breach by the Receiving Party of any of its obligations under this Agreement, (iii) information received by the Receiving Party from a third party who is not known by the Receiving Party, acting in good faith, to be under an obligation of confidence to the Disclosing Party, and (iv) information that the Disclosing Party has disclosed to other parties without similar obligations of confidentiality.
- e. The receiving Party agrees that the Confidential Information of the Disclosing Party is and will remain the property, and if applicable a valuable trade secret of the Disclosing Party.
- f. Either Party may receive and otherwise be exposed to Confidential Information of the other Party. Each Party acknowledges the confidential and secret character of the Confidential Information and agrees that the Confidential Information is the sole, exclusive and valuable property of the Disclosing Party. Neither Party will reproduce any of the other Party’s Confidential Information except in the performance of this Agreement and will not divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement except as may be specifically set forth in this Agreement. Upon termination of this Agreement for any reason, including expiration of its term, each Party will cease using and will destroy or return all whole and partial copies and derivatives of the other Party’s Confidential Information. This obligation to cease using and to return or destroy extends to all Confidential Information that is in the receiving Party’s possession, custody or control, except that the receiving Party may retain one copy of such Confidential Information for archive purposes.
- g. If a Party is requested or required (by oral questions, written interrogatories, requests for information or documents, subpoena, civil investigatory demand or similar process) to disclose any of the Confidential Information of the other Party, it shall provide the other Party with immediate notice of the request or requirement so that the other Party may seek an appropriate protective order or selectively waive compliance with the provisions of this Agreement.
- h. The Receiving Party will notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will reasonably cooperate to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. If a Party or any of its employees or consultants attempt to use or disclose any of the Confidential Information in a manner contrary to the terms of this Agreement, the other Party will have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies may be inadequate.

- i. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products or services of the same type as may be included within any Confidential Information or to enter into any business transaction with any other customer which owns or has rights to any such similar products or services, as long as such right is exercised without the use of any other party's Confidential Information in violation of this Agreement.

## **8. Fees & Payment.**

- a. Fees. Customer will pay all fees specified in all Order Form(s) hereunder. Except as otherwise provided in an Order Form, all fees are quoted in United States dollars. Any fees paid pursuant to an Order Form will not offset any fees due under any other Order Form.
- b. Invoicing & Payment. Fees for Vitality Services will be invoiced monthly and otherwise in accordance with the Order Form. All amounts are due and payable in accordance with timeframe identified in the Order Form from the invoice date. All payments made under this Agreement will be in United States dollars.
- c. Overdue Payments. Unpaid invoices not the subject of a written good faith dispute are subject to a finance charge at the rate identified in the Order Form applied to the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, plus all reasonable expenses of collection.
- d. Suspension of Vitality Services. If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Vitality reserves the right to suspend the Vitality Services, without liability to Customer, until such overdue amounts are paid in full.

## **9. Term & Termination.**

- a. Term of Agreement. This Agreement commences on the execution date and shall continue through the Initial Term as defined in the Order Form. Following the Initial Term, the parties may agree to another extended term ("Extended Term"). Following the Initial Term and the Extended Term, the Parties have the option for two (2) additional 12-month renewals, each a "Renewal Term." Each renewal must be accepted by both Parties in writing prior to the expiration date of the Extended Term or the Renewal Term.
- b. Neither Party shall terminate without cause during the Initial Term and any Extension Term, If a party shall attempt do so, the remaining Administration Fee shall apply as a termination fee unless otherwise agreed in the Order Form.
- c. Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- d. Availability of Funds. If sufficient funds are not appropriated or allocated to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- e. Outstanding Fees. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to Vitality prior to the effective date of termination and/or any termination fees.
- f. Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: Sections 5, 6, 8, 9, 10, 11 and 12 (h – i).

## **10. Proprietary Rights.**

- a. Vitality is the owner of the Services offered, including without limitation, proprietary rights in Vitality methods, software, compilations of technical and non-technical information and records. The Parties

agree that, notwithstanding any other statement in this Agreement, (i) the data related to the use of the Services ("Vitality Data") and (ii) the intellectual property related to the Services is the sole and exclusive property of Vitality. Customer and its Affiliates shall acquire no intellectual property rights to the Services, the data related to the use of the Services, or to the marketing and enrollment materials as a consequence of this Agreement and shall maintain the confidentiality of such intellectual property. For the purposes of clarity, Vitality Data does not include any Personal Information nor Customer Confidential Information.

- b. Each party grants to the other a limited license to use of its name, logo(s) and/or other trademark(s) to appear in sales materials, press releases, publicity matters or other promotional materials subject to the following terms:
  - i. All appearances of the other Party's trademark(s) will be done so in a referential manner to show participation in the Vitality Program.
  - ii. Any appearance of the other Party's trademark(s) will be accompanied by a disclaimer of sponsorship, affiliation, and endorsement of the material.
  - iii. Any appearance of the other Party's trademark(s) will be accompanied by a notice of the other Party's ownership of its trademark(s).
  - iv. Any other reference to the other Party or use of its name and/or trademarked logo shall only be done with the written consent of other Party, which consent may not be unreasonably withheld.
- c. Restrictions. Customer will not, and will ensure that its Members and Users do not, directly or indirectly, (i) modify, copy, translate or create derivative works based on the Vitality Services or Vitality Program; (ii) make the Vitality Services, including data contained within Vitality database fields or objects, available to anyone other than Members and Users, or use the Vitality Services for the benefit of any unrelated third party; (iv) disassemble, reverse engineer, decompile or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Vitality Services or any software, documentation or data related to or provided with the Vitality Services; (vi) use or access the Vitality Services to build, support, and/or assist a third party in building or supporting, competitive products or services, or similar ideas, features, functions or graphics of the Vitality Services; or (vii) include the Vitality Services in a service bureau or outsourcing offering.

#### **11. Warranties; Warranties Disclaimer.**

- a. Mutual Warranty.
  - i. Each party represents and warrants that it has the legal power to enter into this Agreement.
  - ii. The Parties warrant that neither it, nor its directors, officers, employees, agents or subcontractors, is (i) a "specially designated national" or blocked person under U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury; (ii) located, organized, or resident in Iran, Sudan, Syria, Cuba, North Korea or the Crimean region of Ukraine; or (iii) directly or indirectly owned or controlled by or acting on behalf of a person described in (i) or (ii) above.
  - iii. Each Party shall comply with all applicable laws related to money laundering, anti-terrorism, trade embargoes and economic sanctions, now or hereafter in effect.
- b. Vitality Services Warranty. Vitality represents and warrants that the Vitality Services will (i) be provided in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) perform in all material respects in accordance with the applicable Service description(s), as updated from time to time; and (iii) that it owns or otherwise has sufficient rights to the Vitality Services to perform its obligations herein.
- c. Malicious Code. Customer represents and warrants that it will not upload anything to the Vitality Services



that contain any programming routines, code, files, scripts, macros, or other elements that may damage, surreptitiously intercept or expropriate any system, data, or personal information through agents or programs intended to do harm, including for example viruses, worms, time bombs and Trojan horses ("Malicious Code"). Vitality warrants and represents that Vitality shall use all commercially reasonable efforts to prevent the introduction of any Malicious Code to Customer.

- d. Warranties Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE AND IN THE SLA (if applicable), AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VITALITY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. VITALITY DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE VITALITY SERVICES OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE VITALITY SERVICES. VITALITY DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE VITALITY SERVICES OR THAT VITALITY WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS. VITALITY DISCLAIMS ALL FAILURES, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET.

## **12. Indemnification.**

- a. Customer shall defend, indemnify and hold Vitality harmless from and against any and all liability, losses, damages, claims, demands, fines, causes of action, suits or proceedings and associated expenses (including reasonable attorneys' fees, reasonable expert witness fees, and court costs) initiated by a third party arising from or related to the Customer's material breach of this Agreement. Vitality agrees to indemnify, defend, and hold harmless the Customer from and against any and all liability, claims, judgments, losses, damages, payments, costs and expenses, including attorney fees, arising out of or in any way related to Vitality's performance of services under this Agreement, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of Vitality, its employees, agents or subcontractors and any and all liability related to Vitality's material breach of this Agreement. ("Claims").
- b. The aforementioned indemnification obligations are conditioned upon the Party seeking indemnification (the "Indemnitee") from the other Party (the "Indemnitor") doing the following: (i) promptly notifying the other Party of the Claim; (ii) making all relevant records available to the other Party; (iii) affording the other Party the right to assume the defense of or settle the Claim; and (iv) cooperating fully with the other Party.
- c. Notwithstanding the foregoing, Vitality shall not indemnify, defend, protect, or hold harmless Customer for any Claim or its associated costs based on or resulting in any material part from any combination or use of the Vitality product offering with any other product or system not supplied by Vitality.
- d. The Customer agrees that Vitality will have no liability for any claims arising out of the Customer's customization of the portal to the extent that Customer includes its brands, logos, colors or any other identifying element.
- e. After receiving written notice of any Claim for which indemnification would be available under this Article, the Indemnitee shall promptly give written notice thereof to the Indemnitor, except that the Indemnitee need not give such notice if the Indemnitor has otherwise received written notice of the Claim. The Indemnitor may at any time, in its sole discretion, assume the defense of the Claim (and be subrogated to the Indemnitee's position) by giving written notice to the Indemnitee. Beginning at the point when the Indemnitor assumes the defense of the Claim, all future Costs relating to the Claim shall be borne by the Indemnitor, provided that the Indemnitee cooperates with the Indemnitor in the defense of the Claim. If

the Indemnitor elects to assume the defense of the Claim, the Indemnitee shall be represented by legal counsel chosen by the Indemnitor. This may be the same counsel representing the Indemnitor, unless the Parties cannot appropriately be represented by the same counsel due to actual or potential conflict of interest, in which case the Indemnitor shall choose separate counsel for the Indemnitee. Except to the extent the Indemnitor elects to assume the defense of the Claim as provided in this Section, the Indemnitee shall defend the Claim at its own expense, subject to reimbursement of reasonable expenses by the Indemnitor in accordance with this Section. The Indemnitee shall be entitled to reimbursement of such reasonable expenses as incurred. Customer shall not withhold payment of any compensation due and payable to Vitality hereunder for purpose of set-off against any such reimbursement owed to Customer by Vitality. Notwithstanding any other provision of this Section, no indemnification shall be available hereunder (i) for any settlement to which the Indemnitor did not give prior, express written consent, (ii) for any Claim of which Indemnitor did not receive notice as provided in this Section, or (iii) if the Indemnitee failed to cooperate with the Indemnitor in the defense of the Claim.

- f. **LIMITATION OF LIABILITY.** In no event shall either party be liable for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether or not such damages were foreseeable or the other party was advised of the possibility of such damages, whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity, or otherwise.

### **13. General Provisions.**

- a. **Relationship of the Parties.** This Agreement does not create a franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- b. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- c. **Notices.** Vitality may give general notices for Vitality Services applicable to all customers by means of a notice on the Vitality Services web portal or via email. Specific notices applicable to Members or Users of the Vitality Services, technical support, system security and other account notices will be given by electronic mail to Customer's e-mail address on record in Vitality's account information. All legal or dispute-related notices will be sent by first class mail, email, or express delivery, if to Vitality, attention Office of the General Counsel, at 120 S. Riverside Drive, Ste 400 Chicago, IL 60606 and if to Customer, to Customer's account representative and address on record in Vitality's account information or such other addresses as either party may designate in writing from time to time.
- d. **Force Majeure.** Excluding Customer's payment obligations, neither party will be responsible for failure or delay of performance if caused by an act of nature, pandemic, war, hostility or sabotage; an electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
- e. **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- f. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.
- g. **Assignment.** Other than to an Affiliate, neither Party shall delegate its duties or assign its rights under this Agreement, in whole or in part, without the prior written consent of the other party.
- h. **Governing Law.** This Agreement will be governed exclusively by the internal laws of the State of

Delaware without regard to its conflicts of laws rules.

- i. Venue. The state and federal courts located in the State of Delaware will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.
- j. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms executed hereunder, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum hereto, or Order Form executed hereunder, the terms of this Agreement will prevail to the extent of any inconsistency, except with regard to any provision of any exhibit, addendum or Order Form that specifically identifies a conflicting provision of this Agreement and states that the conflicting provision of this Agreement does not prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void.

## EXHIBIT A

### DATA PROCESSING AGREEMENT

This exhibit ("**EXHIBIT**") forms part of the Agreement ("**Agreement**") between **THE VITALITY GROUP, LLC** ("**Vitality**") and County of Ottawa ("**Customer**") (Hereinafter jointly referred to as "the **Parties**" or separately as a "**Party**"). This Exhibit shall be effective on execution date.

The purpose of this Exhibit is to set forth the mutual obligations of the parties regarding the protection of Personal Information in relation to Data Protection Laws.

#### 1. DEFINITIONS

All capitalized terms not otherwise defined herein will have the meaning as defined in the Agreement.

- 1.1. "**Aggregate Member Information**" means information that relates to a group or category of Members, from which individual Member identities have been removed, that is not linked or reasonably linkable to any Member or household, including via a device. "Aggregate Member Information" does not mean one or more individual Member records that have been De-identified.
- 1.2. "**Applicable Law/s**" means (a) Data Protection Laws; and (b) any other applicable law.
- 1.3. "**Data Aggregation Services**" means the combining of Personal Information created or received by Vitality to permit data analyses that relate to the operations of the Customer.
- 1.4. "**Data Protection Laws**" means the data protection and data privacy laws of the United States and its territories which may apply to one or more of Customer's Members.
- 1.5. "**De-identify/ De-identified**" means information that cannot reasonably be used to identify or infer information about, or otherwise be linked to, or associated with, a particular Member or a Member's device linked to them, provided that a Party that possesses the information:
  - A. Takes reasonable measures to ensure that the information cannot be associated with a Member or household;
  - B. Publicly commits to maintain and use the information in De-identified form and not to attempt to reidentify the information, except that such Party may attempt to reidentify the information solely for the purpose of determining whether its De-identification processes satisfy the requirements of this sub-clause; and
  - C. Contractually obligates any recipients of the information to comply with all provisions of this clause (A) to (B).
- 1.6. "**Disclose**" or "**Disclosure**" means release, transfer, provision of access to, or divulging in another manner, of information outside the entity holding the Personal Information.

- 1.7. **"Member"** means those people which Customer deems eligible to receive access to the Vitality Program via the eligibility file and which may be further defined in a Statement of Work.
- 1.8. **"Personal Information/ Data"** means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a Member or as otherwise may be defined by Data Protection Laws. Personal Information may include information relating to the Member's health. Personal Information does not include De-identified information, Aggregate Member Information or information excluded in terms of Applicable Laws. .
- 1.9. **"Processing"** means any operation or set of operations performed, whether by manual or automated means, on Personal Information or on sets of Personal Information, such as the collection, Use, storage, Disclosure, analysis, deletion, or modification of Personal Information.
- 1.10. **"Purpose"** to provide incentive-based wellness rewards program to the Member in line with the Services and to provide analytics services or reporting to Customer.
- 1.11. **"Security Incident"** means successful unauthorized access, Use, Processing Disclosure, acquisition, modification, or destruction of Customer Personal Information or interference with system operations in an information system. Inconsequential incidents that occur on a daily basis, such as scans, pings or unsuccessful attempts to penetrate the Vitality's networks or servers containing electronic Personal Information shall not be considered a Security Incident subject to reporting.
- 1.12. **"Sell,"** means selling, renting, releasing, Disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Member's Personal Information to a third party for monetary or other valuable consideration
- 1.13. **"Use"** means the sharing, employment, application, utilization, examination, or analysis of Personal Information.

## 2. APPLICABLE LAW

Unless otherwise stated, the terms and conditions of this Exhibit apply to Personal Information that is subject to the Data Protection Laws. In the event that Customer desires to make the Vitality Program available to Members who will access and use the Vitality Program in a jurisdiction outside of the United States and its territories, the Parties agree to enter into an addendum to this Exhibit covering any changes, restrictions, and permissions as may be required by the local data privacy laws and regulations of such jurisdiction.

## 3. OBLIGATIONS AND ACTIVITIES OF VITALITY

- 3.1. Vitality agrees to not retain, Use or further Disclose Personal Information other than as permitted or required by this Exhibit, for the Purpose, or as required by Applicable Law.
- 3.2. Vitality will act as a service provider or processor or equivalent as defined under Applicable Law.
- 3.3. The details of the Personal Data to be processed is set out in Annexure 1 to this Exhibit.



- 3.4.** Vitality shall provide reasonable assistance to the Customer in order for the Customer to conduct data protection assessments, where required by Applicable Law,
- 3.5.** Vitality shall ensure that each person processing Personal Information has a need to know or otherwise access such Personal Information to enable Vitality to perform its obligations under the Agreement and this Exhibit, and is bound in writing by confidentiality obligations sufficient to protect the Personal Data in accordance with the terms and conditions of this Exhibit.
- 3.6.** Vitality shall develop, implement, maintain, and use appropriate safeguards to prevent any Use or Disclosure of the Personal Information other than as provided by this Exhibit, and to implement reasonable administrative, physical, and technical safeguards in order to protect the confidentiality, integrity, and availability of the Personal Information that Vitality creates, receives, maintains, or transmits.
- 3.7.** Vitality agrees to mitigate any harmful effect and to promptly report in writing to the Customer any material Use or Disclosure of the Personal Information of which Vitality has actual knowledge and which is not provided for by this Exhibit, as well as any Security Incident of which it becomes aware. Vitality will provide reasonable assistance to the Customer in order to enable it to fulfil any reporting obligations that it may have under Applicable Law.
- 3.8.** Vitality will advise the Customer, as part of the report under Section 3.7, providing an adequate level of detail, to the extent reasonably available at the time, as soon as practicable after becoming aware of any Security Incident or breach of its obligations under this Exhibit by Vitality or its subcontractors:
  - A.** Provide a report detailing the circumstance and nature of the breach or Security Incident; this can include the identity and number of Members affected, the categories and types of Personal Information affected, the likely consequences of the Security Incident or breach and the risks to affected Member
  - B.** Advise on any mitigating actions taken;
  - C.** Detail any remedial steps implemented by Vitality to ensure that the breach or Security Incident does not reoccur;
- 3.9.** In the event of suspicious activity on a Member's account, Vitality shall be entitled to reset a Member's password and notify the user of such reset. An example of the aforementioned would be, including but not limited to a credential stuffing attack which arise through no fault of Vitality. Vitality shall advise the Customer in writing within a reasonable time period after notifying the Member.
- 3.10.** Vitality agrees to ensure any agent, including a subcontractor, to whom it provides Personal Information received from, or created or received by Vitality on behalf of the Customer agrees to the terms at least as restrictive as those that apply through this Exhibit to Vitality with respect to such information. Moreover, Vitality agrees to ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect the Customer's Personal Information.. The list of subcontractors applicable at date of signature of this Exhibit is set out in Annexure 2. Vitality may provide future written notification of a new subcontractor via providing a link to a list of subcontractors or by way of written notification, where required in terms of Applicable Law. Vitality

must exercise appropriate due diligence when selecting the subcontractor and verify, prior to engaging the subcontractor, that such subcontractor is capable of complying with similar privacy and security obligations of Vitality towards Customer, to the extent applicable to the services assigned to that subcontractor.

- 3.11. Vitality and its agents or subcontractors, if any, shall only request, use and disclose the minimum amount of Personal Information necessary to accomplish the purpose of the request, Use or Disclosure.
- 3.12. Vitality agrees to restrict the Use or Disclosure of Personal Information, at the request of the Customer, in a prompt and reasonable manner.
- 3.13. Vitality agrees not to Sell any of the Member's Personal Information..
- 3.14. Vitality shall provide any changes in, or revocation of, permission by a Member to Use or Disclose Personal Information, if such changes affect Vitality's permitted or required Uses and Disclosures.
- 3.15. Upon Vitality's receipt of Member exercising their rights under an applicable Data Privacy Law or otherwise making a data subject request for the deletion, access, or amendment of Personal Information, Vitality will promptly forward the request to the Customer and work with the Customer in responding to the request.
- 3.16. Upon the reasonable request of the Customer, make available to the Customer all information in its possession necessary to demonstrate Vitality's compliance with the data protection obligations placed on it under this Exhibit and Applicable Laws.
- 3.17. Vitality shall cooperate with, reasonable assessments by the Customer or the Customer's designated assessor, which has signed the required confidentiality provisions; alternatively, Vitality may arrange for a qualified and independent assessor to conduct an assessment of Vitality's policies and technical and organizational measures in support of the obligations contained in this Exhibit. Unless required by law or as a result of a Security Incident, such assessment shall be limited to one per year. Vitality shall make a copy of such assessment available to the Customer on written request.
- 3.18. Vitality shall notify the Customer in writing if it is no longer able to meet the obligations under the Applicable Laws.
- 3.19. Vitality shall not combine any Personal Information received or obtained in connection with performing the Services under the Agreement with Personal Information which it may otherwise receive, obtain, or collect from or on behalf of a third party or collects from its own interactions with a Member, provided that Vitality may combine Personal Information to perform any business purpose as defined in Applicable Laws or regulations relating thereto.

#### **4. PERMITTED OR REQUIRED USES AND DISCLOSURES BY VITALITY**

##### **4.1. General Use and Disclosure.**

- A. Vitality may Use Personal Information for the proper management and administration of Vitality or to carry out its legal responsibilities.

- B. Vitality may Disclose Personal Information for the proper management and administration of Vitality, provided that such Disclosures are required by Applicable Law, or Vitality obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by Applicable Law or for the purpose for which it was disclosed to the person, and the person notifies the Vitality of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited by Applicable Law, Vitality may Aggregate Member Information or De-identify Personal Information which shall result in such information no longer being Personal Information and can be used for purposes relating to research, product development or other purpose.
- D. Except as otherwise limited Applicable Law, Vitality may De-identify or otherwise anonymize Personal Information such that the resulting data is no longer Personal Information.
- E. Vitality may Use Personal Information to report violations of law to appropriate Federal and State authorities, consistent with Applicable Law, provided that, to the extent permitted by Applicable Law, Vitality will give Customer written notice of any such violation prior to reporting the violation.
- F. Nothing in this Exhibit and the Agreement will prevent Vitality from using the Member Personal Information or data derived from such information for internal use to build or improve the quality of Vitality's services, products or technology.

## **5. OBLIGATIONS OF THE CUSTOMER**

- 5.1.** The Customer will act as a business or controller or equivalent as defined under Applicable Law.
- 5.2.** The Customer shall notify Vitality of any restriction to the Use or Disclosure of Personal Information that the Customer has agreed to or must comply with in accordance with Applicable Law.
- 5.3.** Where the Member submits Personal Information directly to Vitality, in order for Vitality to provide the Services, the Customer hereby instructs Vitality to collect such information as well as the consents relating to the Processing thereof, on behalf of the Customer. Where Vitality collects the above consents on behalf of the Customer, the Customer authorizes Vitality to also collect the withdrawal of such consent as applicable. Vitality agrees to provide the consent and withdrawal records to the Customer on written request. The provisions of this clause shall not relieve the Customer's obligations set out in clause 5.4 below.
- 5.4.** The Customer warrants that is has all the necessary rights to provide the Personal Information to Vitality or for the Personal Information to be provided to Vitality for the Processing to be performed in

relation to the Services, and that, where required by Applicable Laws, one or more lawful bases supports the lawfulness of the Processing.

- 5.5.** The Customer is entitled to take reasonable and appropriate steps to ensure that Vitality is Processing Personal Information that is consistent with the Customer's business purposes and Applicable Laws.

## **6. PERMISSIBLE REQUESTS BY CUSTOMER**

- 6.1.** Vitality shall not Use or Disclose Personal Information in any manner that would not be permissible under Applicable Laws if done by Customer, except that Vitality may Use Personal Information in its possession (i) for Vitality proper management and administrative services, or (ii) to provide Data Aggregation Services to the Customer as permitted in terms of Applicable Laws.
- 6.2.** Vitality shall only send Personal Information to the Customer that is necessary to administer the program.
- 6.3.** All instructions received by Vitality from the Customer will be in compliance with Data Protection Law.

## **7. TERM AND TERMINATION OF THE EXHIBIT**

- 7.1. Term.** This Exhibit shall be effective as of the date of this Exhibit's execution. This Exhibit shall terminate when all of the Personal Information provided by Vitality, or created or received by Vitality on behalf of the Customer, is destroyed or returned to Customer, or, if it is infeasible to return or destroy Personal Information, protections are extended to such information, in accordance with the termination provisions of this Article.
- 7.2. Termination for Cause.** Upon Vitality's knowledge of a material breach which it is responsible for, Customer shall provide an opportunity for Vitality to cure the breach or terminate this Exhibit if Vitality does not cure the breach within the time period mutually agreed upon.

### **7.3. Effect of Termination.**

- A. Except as provided in subparagraph (b) of this section, Vitality shall attempt to return or destroy or De-identify all Personal Information received from the Customer or created or received by Vitality within 6 (six) years of Termination.
- B. In the event that Vitality determines that returning or destroying or de-identifying the Personal Information is infeasible, Vitality shall provide to the Customer notification of the conditions that make return or destruction or de-identification infeasible. Vitality shall extend the protections of this Exhibit to such Personal Information and limit further Uses and Disclosures of such Personal Information to those purposes that make the return or destruction or de-identification infeasible, for so long as Vitality maintains such Personal Information.

## **8. MISCELLANEOUS PROVISIONS**

- 8.1. **Amendment.** Vitality and the Customer agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Vitality to comply with the requirements in terms of Applicable Laws. This Exhibit may be amended by Vitality and the Customer by the express mutual written agreement. This Exhibit contains the entire Vitality Privacy and Security Exhibit between the parties and supersedes all other understandings and agreements, oral or written, between the parties regarding Personal Information.
- 8.2. **Survival.** The respective rights and obligations of Vitality under Section 7.3 of this Exhibit shall survive the termination of this Exhibit and the Agreement.
- 8.3. **Interpretation.** Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Vitality to comply with Applicable Law.
- 8.4. This Exhibit shall be governed by the laws of the State of Delaware. Where the context of the Exhibit requires, the singular shall include the plural and the masculine gender shall include the feminine. Headings or titles of sections are for general information only and this Exhibit shall not be construed by reference to such titles.
- 8.5. This Exhibit shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. If any provision of this Exhibit are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Exhibit shall be construed and enforced as if such provision had not been included.
- 8.6. Nothing express or implied in this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than Vitality or the Customer and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

INTENDING TO BE BOUND, this Exhibit has been duly executed by the authorized representatives of the parties set forth below.

County of Ottawa	THE VITALITY GROUP, LLC
By: _____	By: <div><div>DocuSigned by:</div><div>Elizabeth Dunphy</div><div>7D13F0A23B054AE...</div></div> _____
Name: _____	Name: Elizabeth Dunphy
Title: _____	Title: Chief operating officer
Dated: _____	Dated: 10/29/2024

## **Annexure 1 to Exhibit A**

### **Details of Personal Data and Processing**

This Annex forms part of and is incorporated into the Exhibit A (Data Processing Annexure) (“**Exhibit**”) to which it is attached.

#### **Nature and Purpose of Processing**

To provide incentive-based wellness rewards program to the Member in line with the Services and to provide analytics services or reporting

#### **Categories of Data Subjects**

Vitality’s Processing concerns the following categories of Data Subjects (please specify):

- Current and newly separated employees of the Customer
- Relatives/guardians/family members of the Customer’s current and newly separated employees

#### **Types of Personal Data**

Vitality’s Processing, on the instructions of the Customer, includes the following categories of Personal Data

- Name
- Gender
- Address
- Contact details
- Date of birth
- Race
- Program enrollment or Program registration date



- Reporting classifications
- A unique ID
- Dependents / Spouse / Partner (if applicable)
- Eligibility start and end date data (if relevant)
- Cookies
- Log data including IP address
- Answers to questionnaires about your health and well-being
- Program engagement information
- Survey responses, commentary, or feedback
- Reward partner engagement if authorized
- Devices' information such as the type of device, operating system, synced data, which may include health and fitness related information and location data
- Details of rewards earned and reward redemptions
- Financial information such as transactions and payment details
- Health information including biometrics and medical conditions
- Additional information provided by through online form submission or by otherwise contacting Vitality

**Special categories of Personal Data (if appropriate)**

Vitality's Processing concerns the following special categories of Personal Data (please specify):

- Health data

## **Annexure 2 to Exhibit A**

Service provider, that have access to Personal Information list

Service providers (core Services)

1. Amazon Web Services
2. Discovery Ltd. & Affiliates
3. Englhard Consulting LLC
4. Equinix Operating Co, Inc.
5. Five9
6. Imperva
7. Microsoft Corporation
8. Okta, Inc.
9. Orange Cyberdefense
10. Productive Edge, L.L.C
11. Salesforce, Inc.
12. SAP
13. Spanning a Kaseya Company
14. SurveyMonkey Inc.

Optional Providers

1. Authorize.net
2. Bank of America Corporation
3. Bridge2 Solutions, Inc.
4. Headspace (limited application)
5. SCIOinspire, Corp.
6. Shopify, Inc
7. Vindicia, Inc.

Note Service Providers/ Material Sub-contractors/ Sub-processors do not include third parties that are integrated into the Wellness Program/ Program via Member approval.

# Action Request

Electronic Submission – Contract # 2465



**Committee: FINANCE AND ADMINISTRATION**

**Meeting Date: 11/8/2024**

**Vendor/3<sup>rd</sup> Party: MSU EXTENSION**

**Requesting Department: OTHER**

**Submitted By: KELLI HEADLEY**

**Agenda Item: MOA BETWEEN OTTAWA COUNTY AND MSU EXTENSION**

## Suggested Motion:

To approve the MOA between Ottawa County and MSU Extension for Fiscal Year 2025.

## Summary of Request:

To approve the MOA between Ottawa County and MSU Extension for Fiscal Year 2025 in the amount of \$280,749.

## Financial Information:

Total Cost: \$280,749.00

General Fund Cost: \$280,749.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County. Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

## Administration:

Recommended by County Administrator:

10/25/2024 10:05:47 AM

Committee/Governing/Advisory Board Approval Date: 11/5/2024

## **AGREEMENT FOR EXTENSION SERVICES**

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on \_\_\_\_\_ by and between Ottawa County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

Further, as an organization committed to the principles of diversity, equity and inclusion, we will work collaboratively with our community partners to ensure participation from the broad human diversity of each community (including race, color, religion, national origin, age, sex, disability, height, weight, marital status, gender, gender identity (gender expression), political beliefs, sexual orientation, family status, veteran status or any other factor prohibited by applicable law) and work to make our programs accessible and inclusive of the multiple realities and forms of knowledge that will support equitable outcomes for all throughout Michigan's 83 counties;

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

**NOW THEREFORE** in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

### **A. MSUE will provide:**

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.

2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. **1.5 FTE** 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").
6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

**B. The County will provide:**

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
  - a. Sufficient office space to house Extension staff as agreed upon between the County and the MSUE District Director.
  - b. Utilities, including telephone and telephone service sufficient to meet the needs of Personnel utilizing MSUE office space.
  - c. High-speed Internet service sufficient to meet the needs to Personnel utilizing the MSUE office space.
  - d. Access to space for delivering Extension programs.
  - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible.
3. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

**1.5 FTE** County employed Support Staff

*Optional:*

4. Funding for additional Extension educators at **1.05 FTE**
5. Funding for additional 4-H program capacity at **0 FTE**
6. Funding for additional Temp/On-Call Office and Program Support
7. Total Annual Assessment in the amount of **\$280,749**

Payments due and payable under the terms of this agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, Michigan 48824

**C. Staffing and Financial Summary:**

<b>A. Base Assessment (includes 1.5 FTE 4-H Program Coordination)</b>	<b>\$143,024</b>
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**ADDITIONAL PERSONNEL**

<b>B. 0 FTE Clerical Support Staff to be employed by MSU</b>	<b>\$0</b>
<b>C. .5 FTE Educator (AABI; Program Area: Environmental Quality)</b>	<b>\$58,948</b>
<b>D. .55 FTE Educator (AABI; Program Area: Small Fruit)</b>	<b>\$64,842</b>
<b>E. Additional Temp/On-Call Office and Program Support</b>	<b>\$13,935</b>

<b>TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2025:</b>	<b>\$280,749</b>
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**I. Term and Termination**

The obligations of the parties under this Agreement will commence on October 1, 2024, the first day of the County budget year 2025 and shall terminate on the last day of such County budget year 2025. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Ottawa County Fiscal Services, 12220 Fillmore Street, Suite 300, West Olive, MI 49464, if to the County.

**II. General Terms**

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.



2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF  
MICHIGAN STATE UNIVERSITY**

By:  Digitally signed by Evonne Pedawi  
Date: 2024.09.10 10:34:17 -04'00'

Evonne Pedawi  
Contract & Grant Administration  
Its: Executive Director

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

**OTTAWA COUNTY**

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

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

(title)

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

## Appendix A

### Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever-changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:  
NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

Office 365 – Details on what to open are at <https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide>  
search.msu.edu  
35.9.160.36 (1935,443) authentication)  
45.60.149.216  
35.9.247.31 (zoom.msu.edu)  
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)  
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication  
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1  
msue.anr.msu.edu – 52.5.24.1  
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113  
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220  
master Gardener (External) – 128.120.155.54  
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

Questions may be directed to [anr.support@msu.edu](mailto:anr.support@msu.edu) where they will be routed to the best person to assist you.

# Action Request

Electronic Submission – Contract # 2466



**Committee: FINANCE AND ADMINISTRATION**

**Meeting Date: 11/8/2024**

**Vendor/3<sup>rd</sup> Party: POLKTON CHARTER TOWNSHIP**

**Requesting Department: EQUALIZATION**

**Submitted By: BRIAN BUSSCHER**

**Agenda Item: ASSESSING SERVICES FOR POLKTON CHARTER TOWNSHIP**

## Suggested Motion:

To approve and forward to the Board of Commissioners for authorization to sign the contract to provide assessing services for Polkton Charter Township; and approve the request from Equalization to add one .49FTE Appraiser 2 position, and increase one existing Abstract/Indexing Clerk from .5 FTE to .525 FTE to be funded by the assessing agreement with Polkton Charter Township; and recognize and appropriate contract revenue of \$33,500 for Fiscal Year 2025.

## Summary of Request:

Polkton Charter Township requests that Ottawa County, through the Equalization Department, provide assessing services for their township.

## Financial Information:

Total Cost: \$150,110.00

General Fund Cost: \$150,110.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

## Administration:

Recommended by County Administrator:

10/25/2024 10:05:59 AM

Committee/Governing/Advisory Board Approval Date: 11/5/2024

**AGREEMENT FOR PROPERTY ASSESSMENT  
ADMINISTRATION SERVICES**

This Agreement is made as of December 1, 2024, by Polkton Charter Township, a Michigan municipal corporation, 6900 W. Arthur Street, Coopersville, MI 49404 ("Township") and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 ("Ottawa County"):

- A. The 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 non-exempt 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 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.
- D. Ottawa County is willing to assist the 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, in accordance with 2018 P.A. 660 ("Act 660"), which amended the General Property Tax Act, being MCL 211.1 et seq., including adding a requirement that 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.
- 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 Polkton 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 the 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** - It shall be the responsibility of Ottawa County to 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 services company for printing these notifications and statements.
- 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 Roll Maintenance Services**: Ottawa County will submit monthly invoices on the first day of each month. The monthly invoices from Ottawa County will be processed and paid by the Township in accordance with standard Township procedures. Except as otherwise provided, payment to Ottawa County for the services provided under this Agreement shall be as follows:

Dec 1, 2024 through June 30, 2025 (7 months):	\$23,450
July 1, 2025 through June 30, 2026 (12 months):	\$40,200

July 1, 2026 through June 30, 2027 (12 months):	\$42,180
July 1, 2027 through June 30, 2028 (12 months):	\$44,280

Total	\$150,110
-------	-----------

Ottawa County will submit monthly invoices as follows:

<u>Date of Invoice:</u>	<u>Amount:</u>
Dec 1, 2024 through June 30, 2025 (7 months):	\$3,350
July 1, 2025 through June 30, 2026 (12 months):	\$3,350
July 1, 2026 through June 30, 2027 (12 months):	\$3,515
July 1, 2027 through June 30, 2028 (12 months):	\$3,690

3. **County Expenses:** Ottawa County will additionally be reimbursed on a monthly basis for the reimbursable expenses in a not-to-exceed annual amount of \$10,000. 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. Reimbursable expenses may include office supplies, assessing forms, printing, publishing, postage, mileage and other costs agreed to prior to invoicing. For the full-time assessor assigned to the Township, budgeted certifications, memberships, professional development, mileage and other travel costs as agreed in advance of training will also be reimbursed.
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 Workers' 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 Dec 1, 2024. This Agreement shall continue in effect from the effective date through June 30, 2028. It may be renewed thereafter for one (1) additional three (3) year term, by mutual written agreement of the parties, entered into not later than May 1, 2028. Either party may terminate this agreement by providing written notice ninety (90) days prior to the end of the assessing year, being March 30 of each year. Termination of this agreement in a method or timeline other must be written agreement of both parties.
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.

POLKTON CHARTER TOWNSHIP:

By:   
Ted Costigan  
Its: Supervisor

By:   
Connie Langeland  
Its: Township Clerk

COUNTY OF OTTAWA:

By: \_\_\_\_\_  
Joe Moss, Chairperson  
Its: Board of Commissioners

By: \_\_\_\_\_  
Justin F. Roebuck  
Its: County Clerk/Register of Deeds



# Action Request

Electronic Submission – Contract # 2467



**Committee: FINANCE AND ADMINISTRATION**

**Meeting Date: 11/8/2024**

**Vendor/3<sup>rd</sup> Party: LANDSCAPE DESIGN SERVICES**

**Requesting Department: FACILITIES MAINTENANCE**

**Submitted By: ABBY MOSER**

**Agenda Item: LANDSCAPE AND SNOWPLOW SERVICES**

## Suggested Motion:

to approve and forward to the board of commissioners a contract for landscape and snow removal services at multiple locations.

## Summary of Request:

this is a multi-year contract for snow removal and landscaping services at County owned facilities.

## Financial Information:

Total Cost: \$390,635.00

General Fund Cost: \$390,635.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

## Administration:

Recommended by County Administrator:

10/25/2024 10:03:21 AM

Committee/Governing/Advisory Board Approval Date: 11/5/2024



## CONTRACT FOR LANDSCAPE MAINTENANCE AND SNOW REMOVAL SERVICES

This CONTRACT is made and by between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and Landscape Design Services, Inc (hereinafter, "Contractor"), with a principal place of business at 7351 West Olive Rd, Holland, MI 49424.

### IT IS HEREBY AGREED AS FOLLOWS:

It is agreed that County retains Contractor to provide the services set forth in this Contract, including the Scope of Work and Amended Scope of Work, if applicable (Exhibits A and A-1). It is further agreed that the Contractor accepts such engagement on the General Terms and Conditions specified in this Contract, and the following Exhibits and References, as well as all Addenda properly executed pursuant to paragraph 11, all of which constitute the entire Contract between the County and Contractor and are incorporated into this Contract by this reference:

### Exhibits:

Exhibit A      Scope of Work  
Exhibit B      Insurance Requirements

### References:

Reference A   RFP 24-082 (As Published)

The parties further agree that this Contract includes all provisions required by law to be inserted in this Contract whether actually inserted or not.

### General Terms and Conditions

- 1. Scope of Work:** Contractor agrees to provide the "Services" which are detailed in Exhibit A and Reference A. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
- 2. Compensation:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit A. Payment to the Contractor for services will be under the County's term of Net 30.
- 3. Term of Contract:** Unless otherwise expressly provided herein, the Contract shall commence and become effective when signed by both parties. If the parties sign on different dates, the Contract commences and becomes effective on the latest date signed. However, the Contractor understands and agrees that if the Board

refuses to ratify this Contract after it is signed by both parties, this Contract shall be null and void, and all obligations to provide services and otherwise perform under this Contract shall cease except the County agrees to compensate the Contractor for the services and/or work actually performed and provided to the County, which conform to the terms of this Contract, before the Board's refusal to ratify this Contract. The Contract will cover a period from October 1, 2024 to September 30, 2027 with the option to renew for two (2) 12-month terms, if in the best interest of both parties.

4. **Termination:** This Contract may be terminated prior to completion of the Services at the option of either party, provided that such party gives at least thirty (30) days written notice to the other party. If termination of this Contract is necessitated by the unavailability of government funds as described in the Availability of Funds clause (Paragraph 31), the party seeking termination shall provide written notice to the other party as soon as practicable upon becoming aware of such unavailability. Notwithstanding the thirty (30) days written notice requirement stated elsewhere in this Contract, termination due to unavailability of funds may occur with a written notice period of less than thirty (30) days. Upon termination of this Contract, the Contractor shall deliver to the County all work, whether complete or incomplete, that the Contractor has performed under the terms of this Contract and that conforms with the terms of this Contract. County shall compensate Contractor for all work, conforming to the terms of this Contract, performed by Contractor up to the date of termination of this Contract.
5. **Performance and Breach of Contract:**
  - a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
  - b) The Contractor's failure to complete services as required shall constitute breach of this Contract.
  - c) Contractor shall have five (5) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.
6. **Expenses and Materials:** Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.

7. **Employees:** The Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

The Contractor shall employ only United States citizens, legal residents, or legal resident aliens. Upon request of the County, the Contractor shall provide copies of, or access to, work/payroll records and necessary documents to verify status of employees.

The Contractor will be supplied with a phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by the authorized County representative.

8. **Background Checks:** Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any on-site work.
9. **Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:**
  - a) This Contract is governed by and shall be construed in accordance with the laws of the State of Michigan.
  - b) The Contractor shall at all times comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done herewith.
  - c) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
10. **Exclusive Contract and Merger:** This Contract, including Exhibits, Addenda, References, provisions required by law, whether or not actually inserted or not, and, a County Purchase Order issued after this Contract becomes effective, if applicable, is the entire Contract between Contractor and the County for the services set forth in Exhibit A. This Contract supersedes all prior and/or contemporaneous agreements and understandings, oral, written and/or implied between the parties with respect to the subject matter and/or Scope of Work covered in this Contract. All such prior and/or contemporaneous agreements and understandings are hereby terminated and deemed of no further force or effect. To the extent that the terms and conditions of any of the Exhibits, Addenda, References and/or Purchase Orders issued in connection with this Contract are different, contradict and/or are inconsistent with the General Terms and Conditions of this Contract, this Contract and its General Terms and Conditions control and prevail.
11. **Modifying the Contract:** This Contract may be modified only by a writing signed by both parties.
12. **Record Keeping and Ownership of Documents:** The Contractor shall keep all records related to this Contract for the term of the Contract and 3 years thereafter. The Contractor further agrees that all documents, reports, data, and any other materials prepared, created, or used by the Contractor in the performance of services under this Contract shall be and remain the property of the County of

Ottawa. The Contractor agrees that upon termination of this Contract, for any reason, it shall retain custody of all materials and documents related to the services provided and shall not reproduce, distribute, or disclose such materials to any third party without prior written consent from the County. The Contractor agrees to store these materials in a secure manner and shall make them available to the County upon request.

13. **Confidentiality:** The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Contract will be kept confidential and not be disclosed to any other person without the express written consent of the County. Contractor will notify the County promptly if compelled to disclose any such information. These confidentiality provisions shall remain effective for five (5) years after termination of services under this Contract.
14. **Conflict(s) of Interest:** Contractor agrees that he/she/it: (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 the Contractor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including 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.
15. **Disputes:** In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Contract, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Contract and its Exhibits, Addenda, References and Amendments, if any, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided.

Should any disputes arise with respect to this Contract, Contractor and County agree to act as soon as reasonably practicable to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Contractor and the County shall continue to respect all their obligations and to perform all their duties under this Contract.

16. **Jurisdiction and Venue:** The Parties consent to the exercise of general personal jurisdiction over it by the Ottawa County Circuit Court. Any action on a controversy that arises under or in association with this Contract shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
17. **Debarment and Suspension:** Contractor certifies to the best of his/her/its knowledge and belief, that neither it nor any of its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are presently



debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have, 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; (3) are presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have, within a three-year period preceding this proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

- 18. Indemnification:** Contractor agrees to indemnify, defend, and hold harmless the County and its officials, officers, employees, volunteers, and agents from and against any and all liability, claims, judgments, losses, damages, payments, costs and expenses, including attorney's fees, arising out of or in any way related to Contractor's performance of services under this Contract, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Contractor, its employees, agents or subcontractors.
- 19. Insurance:** Contractor agrees to provide proof of the following insurance coverages, where applicable, including certificate(s) of insurance, endorsements and provisions, as more fully set forth in Exhibit B, entitled Contractor Insurance Requirements: Commercial General Liability; Workers' Compensation; Employers' Liability; Automobile, Umbrella/Excess Liability, Professional Liability, and Privacy and Security Liability (Cyber Security). Coverage limits are to be statutory and, if no statute applies, are to be at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate except Umbrella/Excess Liability coverage limits shall be at least \$5,000,000 for each occurrence of accident, products-completed operations aggregate, and general aggregate. The Contractor further agrees to comply with all other requirements set forth in Exhibit B.
- 20. Relationship of Parties:** The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- 21. Subcontracts:** Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval.
- 22. Governmental Immunity:** The County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.

**23. Safety:** The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules, and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.

**24. Absence of Waiver:** The failure of either party to insist on the performance of and/or enforce any of the terms and conditions of this Contract, shall not constitute a waiver of the right of either party to insist on the performance of and/or enforce any of the terms and conditions of this Contract in the future.

**25. Notices:**

a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor: Landscape Design Services, Inc  
Kevin Hoezee  
7351 West Olive Rd  
Holland, MI 49424  
Email: khoezee@landscapedesign.com  
Phone #: 616-399-1734

If to Ottawa County: Ottawa County Facilities Maintenance  
Cameron Bricker  
12220 Fillmore St.  
West Olive, MI 49460  
Email: cbricker@miottawa.org

**26. Survival:** The obligations of this Contract, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding Record Keeping and Ownership of Documents (Paragraph 12), Confidentiality (Paragraph 13), Indemnification (Paragraph 18), shall survive termination or expiration.

**27. Severability:** If any term or provision of this Contract, or the application thereof to any person or circumstances, are held to be invalid, the parties agree that the remaining terms and provisions, and the application of those terms and provisions, shall be deemed valid, and enforceable to the fullest extent permitted by law.

**28. Attorney Review:** The parties represent that they have carefully read this Contract and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Contract and sign it as their free act and deed.

**29. No Third-Party Benefit:** The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.



- 30. Michigan Economic Sanctions Act, 2012 (“Iran-Linked Business”):** Contractor 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, MCL 129.311, et. seq.
- 31. Availability of Funds:** Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Contract at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds.
- 32. Freedom of Information Act:** The Contractor acknowledges that the County may be required from time to time to release records in its possession by law. The Contractor hereby gives permission to the County to release any records or materials received by the County as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.*
- 33. Force Majeure:** Either party shall be excused from performance under this Contract for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.
- 34. Title and Headings:** Titles and headings to articles, sections or paragraphs in this Contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Contract.
- 35. Anticipatory Breach:** If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Contract, the County shall have an immediate cause of action for breach of this Contract, and shall be entitled to all remedies available to it at law or in equity.
- 36. Warranty:** Contractor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the Contractor, that they are suitable for the intended use. Awarded Contractor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.

**37. Equal Employment and Opportunity:**

The Parties shall adhere to all applicable federal, state, and local laws, ordinances, rules, and regulations prohibiting discrimination, and all other federal, state and local fair employment practices and equal opportunity laws and covenants, including, but not limited to, the following:

- a) The Elliott-Larson Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

- c) The Americans with Disabilities Act of 1990, 42 USCA Section 12101 et seq., as amended, and the regulation promulgated thereunder.
- d) Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, 29 USCA Section 794, and regulations promulgated thereunder.
- e) The Age Discrimination in Employment Act of 1967, 29 USCA Section 621, et. seq., as amended, and regulations promulgated thereunder.

[Signatures on next page]

In witness whereof, each party to this Contract has caused it to be executed on the date(s) indicated below.

**COUNTY OF OTTAWA**

By: \_\_\_\_\_  
Joe Moss, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Justin F. Roebuck,  
County Clerk/Register

\_\_\_\_\_  
Date

By: Cameron C Bricker  
Cameron C Bricker (Oct 21, 2024 10:03 EDT)  
Cameron Bricker,  
Contract Administrator

10/21/24  
\_\_\_\_\_  
Date

The undersigned certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

**LANDSCAPE DESIGN SERVICES**

By: K. Hoezer LDS  
Signature

10-18-2024  
\_\_\_\_\_  
Date

Kerin Hoezer  
Printed Name

Mgmt. Group Leader  
Title



## Exhibit A - Scope of Work

### RFP 24-082 Landscape Maintenance and Snow Removal Services

#### **ATTACHMENT A – COVER SHEET FOR PROPOSAL**

*Proposals must include this cover sheet (or this sheet reproduced on company letterhead) as PAGE 1 of the response. Vendors may complete all required attachments as a stand-alone response (fillable form .pdf document, written or typed).*

[ ] an individual, [X] a corporation (please mark appropriate box), duly organized under the laws of the State of Michigan.

The undersigned, having carefully read and considered the services as described within the RFP, does hereby offer to perform such services on behalf of the County 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.

**NO CONFLICT(S) OF INTEREST:** By submission of a proposal, vendor 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 the vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including 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.

**MICHIGAN ECONOMIC SANCTIONS ACT, 2012 ("IRAN-LINKED BUSINESS"):** By submission of a proposal, vendor 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.

**DEBARMENT AND SUSPENSION:** By submission of a proposal, the undersigned certifies to the best of his/her 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; (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 above; 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.

**CERTIFICATION OF INSURANCE AND INDEMNITY REQUIREMENTS:** By submission of a proposal, the undersigned certifies and represents an understanding of the County's Insurance and Indemnification requirements as defined within Ottawa County Terms and Conditions. Potential vendors must understand and agree that fiscal responsibility for claims or damages to any person or to companies and agents shall rest with the vendor.





**RFP 24-082 Landscape Maintenance and  
Snow Removal Services**

**ATTACHMENT A – (CONTINUED)**

The vendor must affect and maintain any and all insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability and General, Contractual and Professional Liability to support such financial obligations. A certificate of insurance detailing insurance coverages may be requested. The certificate must indicate that insurers will provide to the County written notice thirty (30) days prior to terminating any insurance policy.

The undersigned 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 vendor 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 vendor has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Company Name: Landscape Design Services

Contact Name and Title: Kevin Hoezee Maintenance Group Leader

Mailing Address: 7351 West Olive Rd

Phone Number: 616-399-1734 Email Address: khoezee@landscapedes.com

Website: www.LandscapeDS.com

Federal Employer Identification Number: 382056069

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

BY: KHoezee LDS  
(Signature of Authorized Representative)

9-12-24  
Date

Kevin Hoezee Maintenance Group Leader  
(Printed Name and Title of Authorized Representative)

### **ATTACHMENT B – VENDOR REFERENCES**

*Provide (3) three references from projects or services provided that are similar in size and/or scope, preferably from other governmental/municipal, and/or other community-based organizations. By providing the references below, Vendor authorizes any person contacted to give the County any and all information concerning work experience or performance and releases all parties from all liability for any damage that may result from furnishing the same to the County. Please do NOT include Ottawa County as a reference.*

Vendor Reference 1			
Customer Name:	Millerknoll	Contact Person:	Todd Mesbergen
Contact Number:	616-283-1011	Contact Email:	todd_mesbergen@millerknoll.com
Project Description:	Commercial full service lawn and snow plowing for locations in Holland, Zeeland, Spring Lake and Norton Shores		

Vendor Reference 2			
Customer Name:	Gentex	Contact Person:	Cole Middlecamp
Contact Number:	616-610-1621	Contact Email:	cole.middlecamp@gentex.com
Project Description:	Commercial full service lawn and snow plowing for locations in Holland and Zeeland		

Vendor Reference 3			
Customer Name:	Perrigo	Contact Person:	Russ Tummel
Contact Number:	616-820-1817	Contact Email:	russel.tummel@perrigo.com
Project Description:	Commercial full service lawn and snow plowing for locations in Holland		



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## **ATTACHMENT C - PROPOSAL RESPONSE**

*To be submitted as a stand-alone document, the proposal response should be clear and concise narrative, providing detailed information and responses to all questions listed below.*

1. **VENDOR EXPERIENCE** – Describe your company's experience in providing snow removal and landscape services. Include how long your firm has been engaged in these activities and the number of current clients. Highlight clients that are comparable size to The County.

Landscape Design Services has been providing snow plow services in the Holland area since 1988. We have approximately 200 commercial and residential clients. Millerknoll, Gentex and Perrigo are similar in size and scope to Ottawa County.

2. **PERSONNEL / QUALIFICATIONS** – Does your company use subcontractors? Are employees paid per hour or per location? How many employees will be involved in this contract? Where is the equipment for this contract stored?

We occasionally use subcontractors to help with front end loader work.

Our employees are paid by the hour.

We will have approximately 20 employees involved in the snow plowing and green season work on your properties.

The green season equipment is stored at our facility on West Olive Rd. Some of the snow plow equipment may be stored on site with the county's permission.



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

Phone 616-738-4855  
E-mail: [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org)

## **ADDENDUM 2 - RFP 24-082 LANDSCAPE MAINTENANCE AND SNOW REMOVAL SERVICES**

**SEPTEMBER 6, 2024**

### **All Vendors:**

The purpose of this addendum is to modify and/or clarify the above project. Information published here becomes part of the solicitation and is official and final. Vendors are to acknowledge the receipt of all addenda in their submission.

### **ITEM 1: REVISION:**

#### **RFP DEADLINE:**

The deadline for the submission of proposals has been extended.

The new deadline for submission is: **By 2:00 PM (ET), Friday, September 13, 2024**

Proposals will be accepted by e-mail submission only, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org) with subject line of: "RFP 24-082 Landscape Maintenance and Snow Removal Services." The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: "RFP 24-082 – 1 of 2", etcetera. It will be the Proposers' responsibility to ensure that their proposal have been appropriately delivered and received.

### **ITEM 2: REVISION:**

#### **REQUIRED ATTACHMENT D – PRICING FORM**

The required Attachment D – Pricing Form has been re-issued. It is attached to this addendum. This is the form that is to be used when submitting proposals and pricing.

### **ITEM 2: VENDOR QUESTIONS RECEIVED AND ANSWERED:**

**Q1.** Where do we provide pricing for all requested landscape maintenance services?

**A1.** [Required Attachment D – Pricing Form has been reissued. Use the reissued form for submitted proposal response.](#)

**ATTACHMENT D – PRICING FORM - REISSUED (09/06/2024)**

*In the space below or submitted as a stand-alone document, provide requested and required information. The responses should be of a clear and concise narrative, providing detailed information and responses to all questions listed below.*

**Discount:** If your firm is submitting a proposal for **both** services, please indicate any discount that may apply if awarded both services. This discount may be a percentage or a defined amount for each service.

\$ N/A % N/A

**Equipment List:** (Landscape Maintenance)

TYPE	QUANTITY	AGE/YEAR	CONDITION
1 ton diesel dump trucks	10	2020 Avg	Excellent
3/4 Pick Ups	20	2021 Avg	Excellent
Wright Riding Mowers	22	2021 Avg	Excellent
Wright Stand On Mowers	10	2021 Avg	Excellent
Small Trim Mowers	12	2020 Avg	Excellent

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**ATTACHMENT D – REISSUED (CONTINUED)**

**LANDSCAPE MAINTENANCE**

**UNIT PRICE PER MOWING:**

Complete the price by location. Price will cover all costs of any nature incidental to the work, including labor, material, equipment, transportation, insurance, and all else necessary to perform and complete the work in the manner and within the time specified. Also, list the approximate time, from start to finish, to complete the service at each location.  
(unit amount and number of mows provided would be on submitted monthly invoices)

LOCATION	PRICE PER MOWING SERVICE (US\$)	DURATION TO COMPLETE
3100 Port Sheldon Rd, Hudsonville, MI	\$395	5.0 hr
12265 James St A Bldg., Holland, MI	\$237	3.0 hr
12263 James St B Bldg., Holland, MI	\$237	3.0 hr
12251 James St C Bldg., Holland, MI	\$237	3.0 hr
12185 James St D Bldg., Holland, MI	\$237	3.0 hr
12220, 12130, 12120, 12240 Fillmore St, West Olive, MI	\$750	9.0 hr
414 Washington Ave, Grand Haven, MI	\$474	6.0 hr
1111 Fulton St, Grand Haven, MI	\$60	0.75 hr

Price per mow, Current Bi-monthly, Fillmore Complex (Exhibit 1, orange): \$ 80

Price per mow, 12240 Fillmore St (Exhibit 1, gray): \$ 225

Price per mow, 12240 Fillmore St (Exhibit 1, khaki): \$ 270

**Using information in RFP, provide pricing for the following services:** (services to only be provided where needed)

**Lawn Care** (price to be for all services described and for all lawn areas)

\$ 13,725

**Grub Management** (one application, in July, for all lawn areas)

\$ 10,100

**Sheep's Fescue** (price to be for services described and for all areas noted)

\$ 489

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**ATTACHMENT D – REISSUED (CONTINUED)**

**LANDSCAPE MAINTENANCE**

**Cooley Spruce Gall Adelgids Insecticide** (price to be for services described and for all areas of need) (pricing provided would be as submitted on invoices)

\$ 100

**Crabapple Scab Fungus Fungicide** (price to be for services described and for all areas of need)

\$ 500

**Crabapple Sterilant** (price to be for services described and for all areas of need)

\$ 200

**Mouse Bait** (price to be for services described and for all areas of need)

\$ 125

**Phomopsis Tip Blight** (price to be for services described and for all areas of need)

\$ 268

**Mouse Bait** (price to be for services described and for all areas of need)

\$ as above

**Tree and Shub Pruning** (price to be for all services described (both summer and fall) and for all areas of need)

\$ 3,650

Describe the methods used for pruning services (tools, equipment, clean-up ect.). List equipment used and how areas above ground level are serviced.. Confirm that pricing includes service to ornament grasses as requested.

Ornamental trees and shrubs will be pruned by hand where appropriate to maintain natural form.

Gas powered hedge shears will be used for hedging and shaping.

Ornamental grasses will be trimmed back with the fall clean up.

All debris that is generated will be cleaned up and disposed of at our compost facility.

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**ATTACHMENT D – REISSUED (CONTINUED)**

**LANDSCAPE MAINTENANCE**

**Spring / Fall Clean-Up:** (price to be for services described and for all areas of need)

**\$15,183**

Describe the services that will be provided and how debris necessary for cleanup is identified. Using addresses/maps provided, confirm all areas that would be part of clean-up services. Pricing provided to be inclusive of all areas identified for both Spring and Fall.

Spring Clean Up - remove leaves and winter debris from all primary lawn areas, landscape beds and parking lots.

Fall Clean Up - remove leaves and debris from the primary lawn areas, landscape beds and parking lots. cut back ornamental grasses and spent perennials.

Family Justice Center - all green shaded areas plus parking lots

Fillmore Complex - all green shaded areas plus parking lots

Grand Haven Complex - all green shaded areas plus parking lots

James Street Complex - all green shaded areas plus parking lots

Hudsonville Complex - all green shaded areas plus parking lots. Fulton Street - lawn and bed areas

**Alternates:**

**Price per mow**, Alternate Bi-monthly, Fillmore Complex (Exhibit 1, blue): **\$158**

**Mulch Price per Yard** (price to be for service described and for all areas of need)

**\$80.00/yd installed**

Describe the methods used for mulching, type of mulch provided and any additional information (depth of mulch, preparation of areas to be mulched, clean-up once complete ect.).

The mulch will be blown in at a 1" depth.

The beds will be prepped with the spring clean up.

The mulch will be a shredded hardwood bark.

Clean up of any excess bark will be done with backpack blowers.

**Tree Removal Services:** (Describe below or provide as an attachment, information on tree removal services).

Depending on how large the trees are and their location (near wires, buildings etc.) we may be able to remove them with our crews. Otherwise we will work with a tree removal company.

Individual removals can be quoted prior to starting the work.



**ATTACHMENT D – REISSUED (CONTINUED)**

**SNOW REMOVAL SERVICES**

**Pricing by Location:**

Complete the price by location. Price will cover all costs of any nature incidental to the work, including labor, material, equipment, transportation, insurance, and all else necessary to perform and complete the work in the manner and within the time specified. Also, list the approximate time, from start to finish, to complete the service at each location.  
(unit amount and number of plows provided would be on submitted monthly invoices)

LOCATION	PRICE PER PLOWING SERVICE (US\$)	PRICE PER SHOVELING SERVICE (US\$)	DURATION TO COMPLETE
3100 Port Sheldon Rd, Hudsonville, MI	\$505.00	\$115.00	2.0 hr
12265 James St A Bldg., Holland, MI	\$565.00	\$72.00	2.5 hr
12263 James St B Bldg., Holland, MI	\$565.00	NA	2.5 hr
12251 James St C Bldg., Holland, MI	\$565.00	NA	2.5 hr
12185 James St D Bldg., Holland, MI	\$610.00	NA	3.0 hr
12220, 12130, 12120, 12240 Fillmore St, West Olive, MI	\$2,800.00	\$215.00	8.0 hr
414 Washington Ave, Grand Haven, MI	\$756.00	NA	2.5 hr
1111 Fulton St, Grand Haven, MI	\$385.00	NA	1.5 hr

**Equipment by Location:**

LOCATION	LIST EQUIPMENT
3100 Port Sheldon Rd, Hudsonville, MI	HD Pickup w/front and back blades Salt truck
12265, 12263, 12251, 12185 James St, Holland, MI	HD Pickup w/front and back blades Salt truck Front End Loader
12220, 12130, 12120, 12240 Fillmore St, West Olive, MI	Bobcats with pusher box HD pickup with front and back blades Salt truck
414 Washington Ave, Grand Haven, MI	HD pickup with front and back blades Front end loader with pusher box On Call Salt \$325.00/ton applied
1111 Fulton St, Grand Haven, MI	HD pickup with front and back blades Salt truck



**RFP 24-082 Landscape Maintenance and  
Snow Removal Services**

**ATTACHMENT D – REISSUED (CONTINUED)**

**Other Costs:** Are there additional costs not noted in any of the services (Landscaping Maintenance or Snow Removal Services) that would need to be paid by the County?

If yes, please describe.

No additional costs. All work will be performed per the scope of work. Additional landscape maintenance needs or enhancements will be quoted on a per project basis.

**Other Information:** Include any other information that would be helpful to the County. Include information on additional services that may be provided and have not been identified. If any, clearly state any assumptions made on project scope (Landscaping Maintenance or Snow Removal Services) (may attach as a separate document as necessary)

We may want to consider adding a weed preemergent to the landscape beds to help manage weed growth. A preemergent is not perfect but it will help to reduce weed growth in the beds

All pricing provided to be firm for the initial contracted period of three (3) years. If pricing provided is to be adjusted annually during the initial contract period, provide details and additional information:

1 1/2% will be added to the individual totals in year 2 and again in year 3 of the contract.

Submission of proposal (contracted pricing and services) for: Landscape Maintenance KH  
(Initial in space provided)

Submission of proposal (contracted pricing and services) for: Snow Removal Services KH  
(Initial in space provided)

BY: KH LDS  
(Signature of Authorized Representative)

9-12-24  
Date

Kevin Hoezee Landscape Maintenance Manager  
(Printed Name and Title of Authorized Representative)







# CONTRACT FOR LANDSCAPE MAINTENANCE AND SNOW REMOVAL SERVI CES.10.17.2024.vendorsigned

Final Audit Report

2024-10-21

Created:	2024-10-21
By:	Abby Ritter (aritter@miottawa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZVbdP-6UEVoUAjM0_48jW6d-XMDtiq2o

## "CONTRACT FOR LANDSCAPE MAINTENANCE AND SNOW REMOVAL SERVICES.10.17.2024.vendorsigned" History

-  Document created by Abby Ritter (aritter@miottawa.org)  
2024-10-21 - 1:33:55 PM GMT
-  Document emailed to Cameron Bricker (cbricker@miottawa.org) for signature  
2024-10-21 - 1:34:02 PM GMT
-  Email viewed by Cameron Bricker (cbricker@miottawa.org)  
2024-10-21 - 2:02:27 PM GMT
-  Signer Cameron Bricker (cbricker@miottawa.org) entered name at signing as Cameron C Bricker  
2024-10-21 - 2:03:14 PM GMT
-  Document e-signed by Cameron C Bricker (cbricker@miottawa.org)  
Signature Date: 2024-10-21 - 2:03:16 PM GMT - Time Source: server
-  Agreement completed.  
2024-10-21 - 2:03:16 PM GMT

# Action Request

Electronic Submission – Contract # 2472



**Committee: FINANCE AND ADMINISTRATION**

**Meeting Date: 11/8/2024**

**Vendor/3<sup>rd</sup> Party: SHI**

**Requesting Department: INNOVATION & TECHNOLOGY**

**Submitted By: JONATHAN WALTERS**

**Agenda Item: CONTRACT FOR INFORMACAST LICENSING RENEWAL**

## Suggested Motion:

To approve and forward to the Board of Commissioners a four-year contract with SHI to purchase licensing for InformaCast

## Summary of Request:

This contract is for an extension of our existing InformaCast product. InformaCast is used for various purposes including employee notification (such as a building closure), team callouts for the Sheriff's office including Emergency Management, public opt-in informational and emergency notices for large events, and IPAWS which is used to push an emergency notification to cell phones in a defined area to alert the public of an urgent safety concern. The per-year cost is estimated at \$19,382.49.

## Financial Information:

Total Cost: \$77,530.00

General Fund Cost: \$77,530.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders. Goal 4: To Continually Improve the County's Organization and Services.

## Administration:

Recommended by County Administrator:

10/31/2024 11:32:40 AM

Committee/Governing/Advisory Board Approval Date: 11/5/2024





Ottawa County

**MASTER VENDOR AGREEMENT**

County of Ottawa, 12220 Fillmore St, West Olive, MI 49460

Tax Exempt County Registration 38-60004883

Name of Vendor: SHI INTERNATIONAL CORP.Date: 9/18/2024Address: 150 NORTH MICHIGAN AVENUE SUITE# 500, CHICAGO, IL 60601

Vendor Legal Status: [ ] an individual, ☒ a corporation (please mark appropriate box), duly organized under  
the laws of the State of NEW JERSEY

This Agreement approves the vendor to sell the goods/services listed in Exhibit A to Ottawa County. The vendor and/or Ottawa County may generate subsequent documentation that will identify more specific provisions regarding particular goods and/or services; however, the terms and conditions below shall take priority and precedence over any inconsistent provision or limitation in any vendor prepared agreement, another County issued purchase order or response to a County Request for Proposal, even if the County has approved and signed such subsequent documentation.

**Terms and Conditions**

1. **Warranty:** Vendor warrants that it is fully qualified to provide the goods and/or services and that they will be of good workmanship, standard quality in the profession or industry, functional, free of defects, and if the intended use thereof is known, they are suitable for that use.
2. **Indemnity.** Vendor agrees to indemnify, defend, and hold harmless the County and its officials, officers, employees, volunteers, and agents from and against any and all liability arising out of or in any way related to Vendor's performance of services under this Contract, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Vendor, its employees, agents or subcontractors.
3. **Insurance.** Vendor agrees to provide proof of the following insurance coverages, as more fully set forth in Exhibit B, entitled Vendor Insurance Requirements: Workers' Compensation; Employers' Liability; Commercial General Liability; Umbrella/Excess Liability; and, if applicable, Automobile, Professional Liability, and Cyber Liability. Coverage limits are to be statutory and, if no statute applies, are to be at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the Vendor and the County and their respective representatives against any and all claims arising out of or related in any way to the work performed or the products provided.
4. **Adherence to Legal Requirements.** In conducting the work and in performing all services under this Agreement, the vendor expressly agrees to acquire all necessary permits and comply with all local, state and federal legal requirements, including but not limited to those for federally funded contracts and will also assure that any subcontractors retained by it to perform services under this Agreement will comply with such requirements.
5. **Term.** This Contract will have a 1-year term from: 10/1/2024 – 9/30/2025. The Contract will have three (3) options to renew the Contract for one additional year, if in the best interests of both parties. Unless a fixed term is specified in a written agreement fully approved and signed by the County, the County's obligations are limited to payment for the goods and/or services identified in subsequent documentation and despite any other provision to the contrary in any other agreement, signed or not, the County may terminate any term, a hold over or any renewal term at its will.
6. **Payment Terms.** Unless another term is specified in a written agreement fully approved and signed by the County, payment terms will be a net thirty (30) days of receipt of the finished product or final delivery of goods. The County is not liable for any cost exceeding the total cost as agreed to in subsequent documentation unless a signed written amendment is made to this Master Vendor Agreement.
7. **Merger and Modification.** This Agreement and any response to a request for proposal submitted by the vendor, represent the entire understanding between the parties and supersede all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by the authorized representatives of the County and the vendor.
8. **Notices.** All certificates and notices must be sent to the County department at the address above.
9. **Execution.** The vendor representative attests they are an official authorized to bind their organization to the terms and conditions stated, by signature below.

DocuSigned by:

Authorized Vendor Representative Signature

Ottawa County Board Chairperson Signature

Ottawa County Clerk / Register Signature



## EXHIBIT A



Pricing Proposal  
 Quotation #: 25304926  
 Created On: 9/13/2024  
 Valid Until: 10/1/2024

## MI-County of Ottawa

### Jon Marin

12220 FILLMORE ST RM 320  
 West Olive, MI 49460  
 United States  
 Phone: 616-738-4860  
 Fax:  
 Email: jmarin@miottawa.org

## Inside Account Executive

### Thomas Feeney

290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 732-667-2787  
 Fax:  
 Email: thomas\_feeney@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	InformaCast Fusion - subscription license (1 year) - 1 user Singlewire Software - Part#: SSF-1YR-USR-TIER 3 Contract Name: Michigan Master Computing Program Contract (MiDEAL) (Software Only) Contract #: 071B6600113 Subcontract #: 071B6600113-MiDEAL <b>Note:</b> Software, ESD	50	\$11.88	\$594.00
2	InformaCast Fusion - subscription license (1 year) - 1 addit Singlewire Software - Part#: SSF-1YR-MUA-TIER 3 Contract Name: Michigan Master Computing Program Contract (MiDEAL) (Software Only) Contract #: 071B6600113 Subcontract #: 071B6600113-MiDEAL <b>Note:</b> Software, ESD	50	\$2.96	\$148.00
3	IPAWS - A Singlewire Software - Part#: SSF-IPAWS-A Contract Name: Michigan Master Computing Program Contract (MiDEAL) (Software Only) Contract #: 071B6600113 Subcontract #: 071B6600113-MiDEAL <b>Note:</b> Software, ESD	1	\$2,904.49	\$2,904.49
4	InformaCast Fusion - subscription license (1 year) - 1 user Singlewire Software - Part#: SSF-1YR-USR-TIER 3 Contract Name: Michigan Master Computing Program Contract (MiDEAL) (Software Only) Contract #: 071B6600113 Subcontract #: 071B6600113-MiDEAL <b>Note:</b> Software, ESD	1200	\$11.88	\$14,256.00
5	InformaCast Fusion - subscription license (1 year) - 1 addit Singlewire Software - Part#: SSF-1YR-MUA-TIER 3 Contract Name: Michigan Master Computing Program Contract (MiDEAL) (Software Only) Contract #: 071B6600113	500	\$2.96	\$1,480.00

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Total	\$19,382.49
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**Additional Comments**

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Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



# County of Ottawa

Fiscal Services - Purchasing

## Exhibit B

12220 Fillmore Street | Room 331 | West Olive, MI, 49460

Phone (616) 738-4844

Fax (616) 738-4897

### CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall provide (as applicable) proof of the following insurances and endorsements/policy provision copies before the work described in the contract begins or a purchase order can be issued.

#### **COMMERCIAL GENERAL LIABILITY:**

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate:	\$2,000,000
Products-Complete Operations Aggregate:	\$2,000,000

#### **AUTOMOBILE:**

Liability:	\$1,000,000 Each Accident
Personal Injury Protection:	Michigan Statutorily Required Limit
Property Protection:	Michigan Statutorily Required Limit

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

Workers' Compensation:	Michigan Statutory
Employers' Liability:	\$1,000,000 Each Accident
	\$1,000,000 Aggregate Injury by Disease or limits adequate to satisfy <b>Umbrella</b> or <b>Excess Liability</b> insurance underlying requirements.

#### **UMBRELLA or EXCESS LIABILITY, AS APPLICABLE:**

General Aggregate (not applicable to Automobile Liability):	\$5,000,000*
Products-Completed Operations Aggregate:	\$5,000,000*
Each Occurrence or Accident:	\$5,000,000*

There are to be no gaps between scheduled underlying insurance and Umbrella/Excess Liability underlying required limits.

\*Limits shown are minimums but is to be adjusted to higher amounts depending upon how much injury or damage the contractor can cause.

#### **PROFESSIONAL LIABILITY, AS APPLICABLE:**

Limit of Liability:	\$2,000,000 Policy-Year Aggregate (if contract is for professional services).
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#### **PRIVACY AND SECURITY LIABILITY (CYBER SECURITY), AS APPLICABLE:**

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

The County of Ottawa is to be an Additional Insured on **Commercial General Liability, Umbrella/Excess Liability, and Privacy and Security Liability (Cyber Security)** insurance, on a primary and non-contributory basis.

**Commercial General Liability** insurance is to be endorsed to provide that the General Aggregate Limit applies separately per location or per project. All required policy aggregate limits shall be unimpaired at inception of the work described in this contract.

**Commercial General Liability** and, if applicable, Umbrella/Excess Liability, **Professional Liability** and/or **Privacy and Security Liability (Cyber Security)** insurance shall remain in effect for two years after completion of the work described in the contract.

Contractor shall furnish (a) certificate(s) of insurance showing the above-specified coverages and shall provide copies of **Commercial General Liability, Umbrella/Excess Liability** and Additional Insured and Primary and Non-Contributory endorsements, or copies of policy blanket Additional Insured and Primary and Non-Contributory provisions with the certificate(s).

All policies shall be endorsed to provide a minimum 30-day notice requirement to the named insured in the event of policy termination.

The contractor is responsible for providing to the County renewal or replacement certificates in the event that one or more policies are terminated before the completion of the work and the two-year additional period for Commercial General Liability, Professional Liability and/or Cyber Security Liability policies.

**Modification of the Insurance Requirements:** Depending on the subject matter of the contract and/or Purchase Order, the County reserves the right to require higher limits of insurance coverage and/or other insurance coverage in addition to the coverages herein.

If a prospective Contractor is a sole proprietor or an entity that believes that it cannot meet the above insurance requirements, please contact Ottawa County Purchasing Division at [purchasing@miottawa.org](mailto:purchasing@miottawa.org) to check whether any waivers or modifications will be permitted.

Please forward your evidence of insurance to: Ottawa County Purchasing, 12220 Fillmore St Rm 331, West Olive, MI 49460, [purchasing@miottawa.org](mailto:purchasing@miottawa.org), Fax Number 616-738-4897



# Action Request

Electronic Submission – Resolution #: 2464



**Committee:** FINANCE AND ADMINISTRATION

**Meeting Date:** 11/8/2024

**Requesting Department:** DEPARTMENT OF STRATEGIC IMPACT

**Submitted By:** BECKY HUTTENG

**Agenda Item:** BROWNFIELD PLAN AMENDMENT FOR COOPERSVILLE MFD LLC

## Suggested Motion:

To recommend and forward to the Board of Commissioners a resolution approving the Brownfield Plan Amendment for Coopersville MFD LLC located in the City of Coopersville.

## Summary of Request:

Coopersville MFD LLC submitted an application for a Brownfield Plan Amendment (the Amendment) to the Ottawa County Brownfield Redevelopment Authority (OCBRA). The project proposes to invest an estimated \$51M to construct 216 unit apartment community at 49 S. 64th Avenue in the City of Coopersville. The community will offer a full range of dwelling styles from studio to three bedrooms as well as features such as a dog park, community gardens, and clubhouse. The project encompasses 20 acres for the apartment community and the remaining 6 acres of the parent parcel will support commercial development opportunities. The applicant commits to maintaining 44 units at rent rates targeted to 90% - 110% Area Median Income (AMI) earning residents for the duration of the Amendment. October 17, the OCBRA passed a motion recommending approval of the Amendment by the Ottawa County Board of Commissioners. The City of Coopersville passed a resolution of support for the Amendment on October 14, 2024.

The Amendment requests approval to capture State and local taxes over a maximum of 15 years, as allowed under the Brownfield Redevelopment Financing Act (Act 381). Approved uses of the captured taxes include reimbursement to Coopersville MFD LLC for approved eligible costs as defined by Act 381, administrative costs incurred by the OCBRA, deposit into the State Brownfield Revolving Fund as required by Act 381, and deposit into the Local Brownfield Revolving Fund. The tax capture for all uses will not exceed \$7,522,948 in total over the 15 year duration of the plan.

If approved by the Ottawa County Board of Commissioners, the Amendment will then be submitted to the State of Michigan for final approval, as required under Act 381 to capture State taxes.

## Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

**N/A**

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

### Action is Related to Strategic Plan:

Goal:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

## Administration:

Recommended by County Administrator:

11/4/2024 2:56:52 PM

Committee/Governing/Advisory Board Approval Date:



## **Act 381 Brownfield Plan**

### **Coopersville MFD, LLC Housing Development A Portion of 49 S. 64<sup>th</sup> Avenue Coopersville, Michigan 49404**

#### **Prepared For:**

**Ottawa County Brownfield Redevelopment Authority  
12220 Fillmore Street, Room 260  
West Olive, Michigan**

**October 11, 2024**

**Project No. 241108**

Resolution of Concurrence/Support by the City of Coopersville City Council on: October 14, 2024

Recommended for Approval by the Ottawa County Brownfield Redevelopment Authority on: October 17, 2024

Adopted by the Ottawa County Board of Commissioners on: \_\_\_\_\_

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- Attachment B: Development Reimbursement Agreement
- Attachment C: Proposed Site Plan and Renderings
- Attachment D: Housing Support Documents
- Attachment E: MSHDA Total Housing Subsidy (THS) Calculation

## 1.0 Introduction

The Ottawa County Brownfield Redevelopment Authority (Authority or OCBRA) was established pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (Act 381). Act 381 enables the OCBRA to help facilitate the redevelopment of brownfields by providing economic development incentives through tax increment financing (TIF).

This Brownfield Plan (Plan) utilizes TIF to reimburse Coopersville MFD, LLC (Developer) for the cost of eligible activities required to redevelop approximately 20 acres of land located at 49 S. 64<sup>th</sup> Avenue, Coopersville, Michigan (Eligible Property, Site, or Property) – see Eligible Property Maps (Figures 1 & 2). Copies of Plan resolutions are provided in Attachment A. The development reimbursement agreement is included as Attachment B.

### 1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Developer intends to redevelop the Property for residential purposes, creating new housing supply that meets community needs in the target area of Coopersville, northeast Ottawa County. Proposed redevelopment plans include the construction of six new, three story, multifamily buildings consisting of 216 total dwelling units (the Project) for rent. Five of the buildings will be comprised of studio (12), 1-bedroom (12), and 2-bedroom (12) units. The sixth building will consist of studio (12), 1-bedroom (18), and 3-bedroom (6) units. Unit sizes will range from 567 to 1,543 square feet of finished living space. The Project will feature new and improved greenspace, sidewalks, a community gathering area and clubhouse, community gardens, a dog park, seven parking garages, and a maintenance building. The total capital investment for the Project is estimated at \$51,000,000.

New construction, including housing development activities, is projected to start in early 2025 with an estimated Project completion date of fall 2026. The proposed site plan and renderings are included as Attachment C.

The Project aims to provide affordable housing for individuals and families earning up to 120% of Ottawa County's Area Median Income (AMI). Upon Project completion, 216 new housing units will be available with 20% of these units allocated for renters at or below 95% of AMI based on Michigan State Housing Development Authority's (MSHDA's) rent by bedroom limits (April 2024). Units at or below 95% of AMI include studio (22 units), 1-bedroom (20 units), and 3-bedroom (1 unit) living spaces. Rent rates for units supporting renters at or below 95% of AMI may be adjusted annually but will remain within the MSHDA annual rent limits for the duration of Developer reimbursement.

In addition to providing sorely needed affordable housing in the City of Coopersville, the Project will add much-needed market rate housing, significantly grow the long-term local and state tax base, and create new jobs associated with managing and maintaining the Property.

### 1.2 Eligible Property Information

Parcel ID No: Central 20 acres of parcel ID No. 70-05-27-240-010  
Address: 49 S. 64<sup>th</sup> Avenue, Coopersville, Ottawa County, Michigan  
Size: Approximately 20 acres



### **Basis of Eligibility**

The Property qualifies as "Eligible Property" under Act 381, based on meeting the definition of a "Housing Property." Act 381 defines Housing Property, in part, as property on which one or more units of residential housing are proposed to be constructed. The Project will have six new residential buildings constructed with a total of 216 dwelling units for rent including 20% of the units designated for renters earning 95% of AMI (Ottawa County).

Pursuant to Section 2(o)(ii) of Act 381, the Housing Property must be "located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan." The Project meets these criteria based on the following:

- Ottawa County's Housing Needs Assessment Update (2021) identified the need for more than 4,000 rental units by 2025 to support low-income, affordable workforce, and market rate housing demands. The demand is triggered by low available inventory, increased rents, expanding household growth, and substandard housing. The Project includes rental housing that meets these needs.
- Job Growth Data: Both seasonal and year-round employment have grown in the last three years. According to the Bureau of Labor Statistics, jobs in Ottawa County jumped by nearly 4,800 from 2021 to 2022, and almost 6,000 the previous year. Growth over a 10-year period was about 15%, from 111,300 jobs in 2013 to 131,099 jobs in 2023. Ottawa County is back to pre-pandemic job levels, and the number of jobs has increased three years in a row and on average over the past 10 years.

Relevant housing data from the sources above is provided in Attachment D. MSHDA's THS Site-Specific Calculation demonstrating Project congruence with meeting specific housing need is provided in Attachment E.

## **2.0 Information Required by Section 13(2) of the Statute**

### **2.1 Description of Costs to be Paid for with Tax Increment Revenues**

This Plan has been developed to reimburse eligible brownfield costs incurred by the Developer to support the construction of new affordable housing that meets community needs. New local and state tax increment revenues (TIR) will be captured for reimbursement of eligible expenses based on actual available new TIR generated from the Project and subject to local Brownfield Plan approval and MSHDA Act 381 Work Plan approval. Base local and state taxes associated with the Property will continue to be levied and distributed to local and state taxing jurisdictions. Taxes levied for the payment of debt (principal and interest) and special assessments will not be captured. The Downtown Development Authority will continue to capture taxes from the Property in accordance with its existing TIF plan. Eligible activities in this Plan support "for rent" housing units with households earning up to 120% of AMI.

The total cost of eligible activities is anticipated to be \$6,540,781, described below. Authority administrative costs are anticipated to be \$176,552. The capture of TIR for the Local Brownfield Revolving Fund (LBRF) is estimated to be \$311,905.

EGLE Eligible Activities	Cost	Completion Season/Year
Pre-Approved Department-Specific	\$2,500	Early 2024
<i>Phase I ESA</i>	\$2,500	
Pre-Approved Department-Specific Eligible Activities Subtotal	\$2,500	
EGLE Eligible Activities Total Costs	\$2,500	

MSHDA Eligible Activities	Cost	Completion Season/Year
Housing Development Activities	\$6,538,281	2025–2026
Infrastructure to Support Housing	\$3,637,440	2025
<i>Water/Storm/Sanitary</i>	\$1,750,000	
<i>Roads/Sidewalks</i>	\$500,000	
<i>Concrete/Asphalt</i>	\$1,075,000	
<i>Soft Costs</i>	\$312,440	
Site Preparation	\$2,141,000	2025
<i>Excavation/Land Balancing</i>	\$2,000,000	
<i>Survey/Staking</i>	\$85,000	
<i>Soil Borings/Testing</i>	\$56,000	
Financing Gap	\$689,841	2024 - 2039
<i>Financing Gap</i>	\$689,841	
Brownfield Plan/Act 381 Work Plan Preparation	\$20,000	2024
Brownfield Plan/Act 381 Work Plan Implementation	\$50,000	2024
MSHDA Eligible Activities Total Costs	\$6,538,281	

## 2.2 Summary of Eligible Activities

### EGLE Eligible Activities

EGLE activities are limited to the completion of pre-approved department specific activities. Pre-approved department specific activities were limited to the completion of a Phase I ESA, as no recognized environmental conditions were identified.

### MSHDA Eligible Activities

- **Site preparation** consisting of excavation/land balancing, survey and staking, and soil borings and testing are necessary to support development of housing for income qualified rental households.
- **Infrastructure improvements** that directly benefit construction of housing units for income qualified rental households include installation of water/storm/sanitary mains and service lines, roads/sidewalks, concrete and asphalt paved areas, and related soft costs.



- **Housing financing gap:** The housing financing gap associated with the cost to develop new housing for residents at or below 120% of Ottawa County's Area Median Income. The housing financing gap will keep rents at affordable rates during the Plan reimbursement period.

### **Brownfield Plan/Work Plan Preparation**

Preparation of the Brownfield Plan and Act 381 Work Plan.

### **Brownfield Plan/Work Plan Implementation**

Brownfield Plan and Act 381 Work Plan implementation.

### **Authority Expenses**

A 5% administration fee to cover eligible administrative costs incurred by the OCBRA that are related to the Project are included in this Plan. Use of administrative fees will be consistent with Section 13b of Act 381. These expenses will be reimbursed with local TIR only.

## **2.3 Estimate of Captured Taxable Value and Tax Increment Revenues**

The initial taxable value will be the 2024 taxable value of \$182,710. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 1. This Plan captures real property tax increment revenues and assumes a 2% annual increase in taxable value of the Eligible Property.

Construction activities will commence in 2025 with an estimated project completion in late 2026. After the completion of the Project, the projected taxable value is estimated at \$12,000,000. Reimbursements will be made based on actual TIR. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 1). This Plan includes OCBRA capture in year 15 of this Plan for deposit into the LBRF, in accordance with Section 8 of Act 381. A summary of the estimated reimbursement schedule and the amount of capture for deposit into the LBRF by year and in aggregate is presented in Table 2.

## **2.4 Method of Financing and Description of Advances Made by the Municipality**

The eligible activities contemplated under this Plan will be financed by the Developer. Reimbursement of approved Developer eligible costs will conform to a Development and Reimbursement Agreement between the Developer, OCBRA, and Ottawa County (see Attachment B). TIF utilizing new local and state tax increment revenue from the Project will be the source of the reimbursement, as outlined in this Plan. No interest expenses will be reimbursed.

## **2.5 Maximum Amount of Note or Bonded Indebtedness**

At this time, there are no plans by the Authority to incur indebtedness to support the development of this Site, but such plans could be made in the future to assist in the development if the Authority so chooses.

## **2.6 Duration of Brownfield Plan**

The Plan duration is 15 years with the base year established as 2024. Capture of tax increment revenue for reimbursement of eligible activities is anticipated to begin in 2026. The final Plan year includes OCBRA capture of available TIR for deposit into the LBRF, in accordance with Section 8 of Act 381. An analysis showing the reimbursement schedule is attached in Table 2.

## 2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of TIF on the revenues of all taxing jurisdictions is illustrated in detail in Table 1.

## 2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

The Property is in the City of Coopersville, Ottawa County, Michigan, and consists of one parcel that totals approximately 20 acres. The parcel ID number for the Property is below. A Site layout map is attached as Figure 2.

The legal description is as follows:

A portion of Parcel ID 70-05-27-240-010 as outlined in the legal description below. Refer to Figure 3 for the survey of the Project area.

That part of Lot 23, Coopersville Commercial Park, according to the recorded plat thereof, City of Coopersville, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Lot 23; thence South 03 degrees 28 minutes 54 seconds West 343.02 feet along the East line of said Lot 23; thence continuing along said East line of Lot 23 South 03 degrees 28 minutes 54 seconds West 723.96 feet; thence South 89 degrees 34 minutes 46 seconds West 812.35 feet to the Southwesterly line of said Lot 23; thence North 51 degrees 05 minutes 31 seconds West 47.24 feet along said Southwesterly line to reference Point "A"; thence continuing North 51 degrees 05 minutes 31 seconds West 65 feet more or less along said Southwesterly line to the Southerly edge of storm water detention pond; thence Easterly, Northerly and Westerly 740 feet more or less along the Southerly, Easterly and Northerly edge of said pond to the Southwesterly line of said Lot 23 at a point which lies South 51 degrees 05 minutes 31 seconds East 37 feet more or less from Reference Point "B" (said Reference Point "B" lies North 89 degrees 34 minutes 46 seconds East 260.17 feet, North 03 degrees 28 minutes 54 seconds East 189.50 feet, South 88 degrees 50 minutes 37 seconds West 357.75 feet and South 71 degrees 45 minutes 36 seconds West 105.99 feet from said Reference Point "A"); thence North 51 degrees 05 minutes 31 seconds West 37 feet more or less along the Westerly line of said Lot 23 to said Reference Point "B"; thence North 51 degrees 05 minutes 31 seconds West 339.14 feet along the Southwesterly line of said Lot 23 to the Westerly line of said Lot 23; thence Northerly along said Westerly line 216.54 feet on a 338.00 foot radius curve to the left, with a central angle of 36 degrees 42 minutes 24 seconds and a long chord that bears North 20 degrees 33 minutes 16 seconds East 212.86 feet; thence North 02 degrees 12 minutes 03 seconds East 196.33 feet along the Westerly line of said Lot 23; thence South 87 degrees 15 minutes 53 seconds East 1262.80 feet to the place of beginning. This parcel contains 19.1 acres more or less to the water's edge.

The Property qualifies as Eligible Property under Act 381 based on meeting the definition of a "Housing Property."

This Plan does not include capture of TIR on personal property.

## 2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this Property, thus no residents, families, or individuals will be displaced by the Project.

## **2.10 Plan for Relocation of Displaced Persons**

No persons reside on the Eligible Property. Therefore, this section is not applicable.

## **2.11 Provisions for Relocation Costs**

No persons reside on the Eligible Property. Therefore, this section is not applicable.

## **2.12 Strategy for Compliance with Michigan's Relocation Assistance Law**

No persons reside on the Eligible Property. Therefore, this section is not applicable.

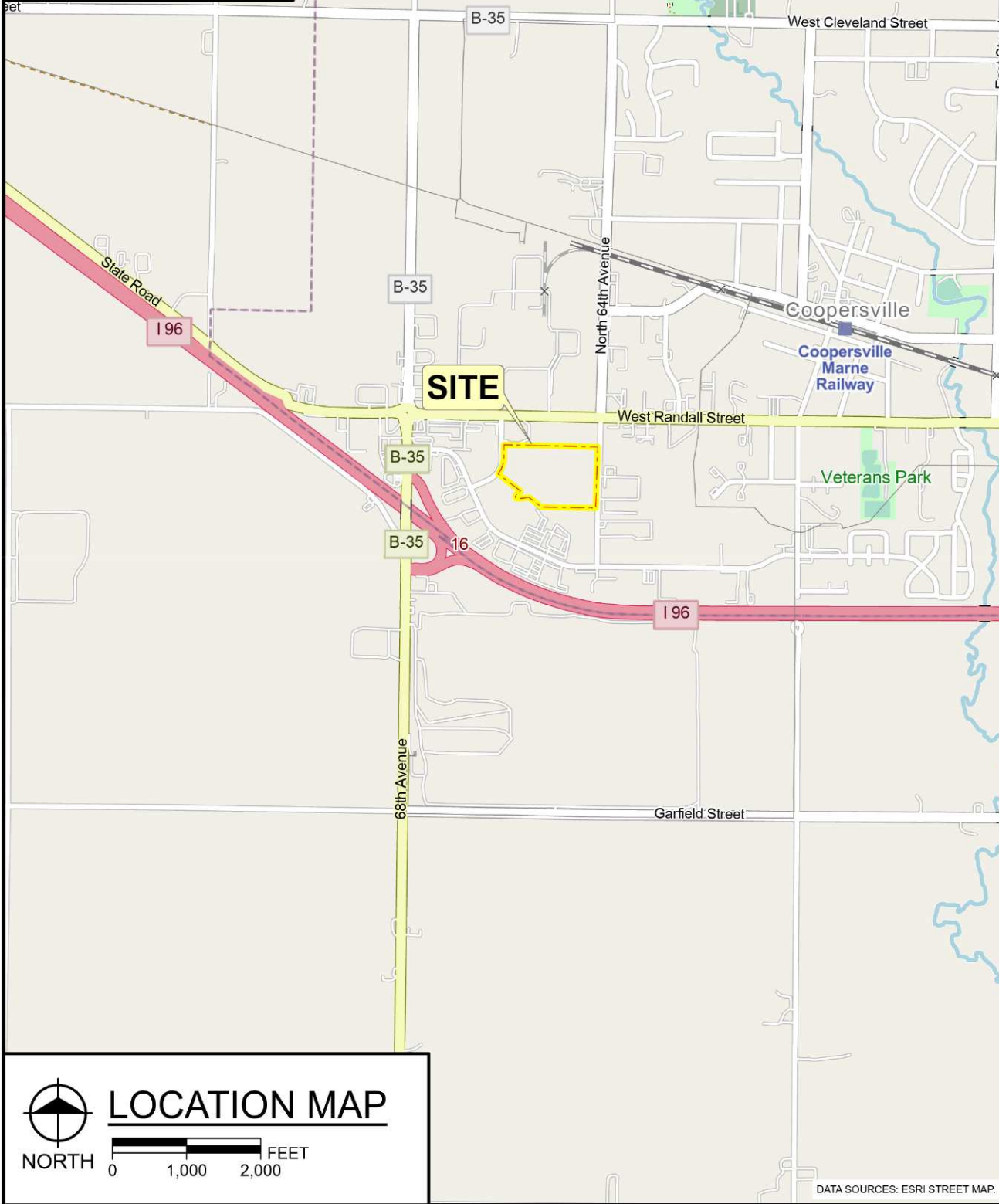
## **2.13 Other Material that the Authority or Governing Body Considers Pertinent**

This Plan helps to offset the cost of eligible activities associated with the redevelopment of the Property using TIF. The resulting Project will increase affordable housing opportunities, increase the long-term tax base of the City of Coopersville and Ottawa County, and generate new jobs.

**Figure 1**

**Eligible Property Location Map**





## LOCATION MAP

0 1,000 2,000 FEET

DATA SOURCES: ESRI STREET MAP.



Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

## Coopersville MFD, LLC Housing Development

49 S. 64th St, Coopersville, Michigan

### Brownfield Plan

PROJECT NO.  
241108

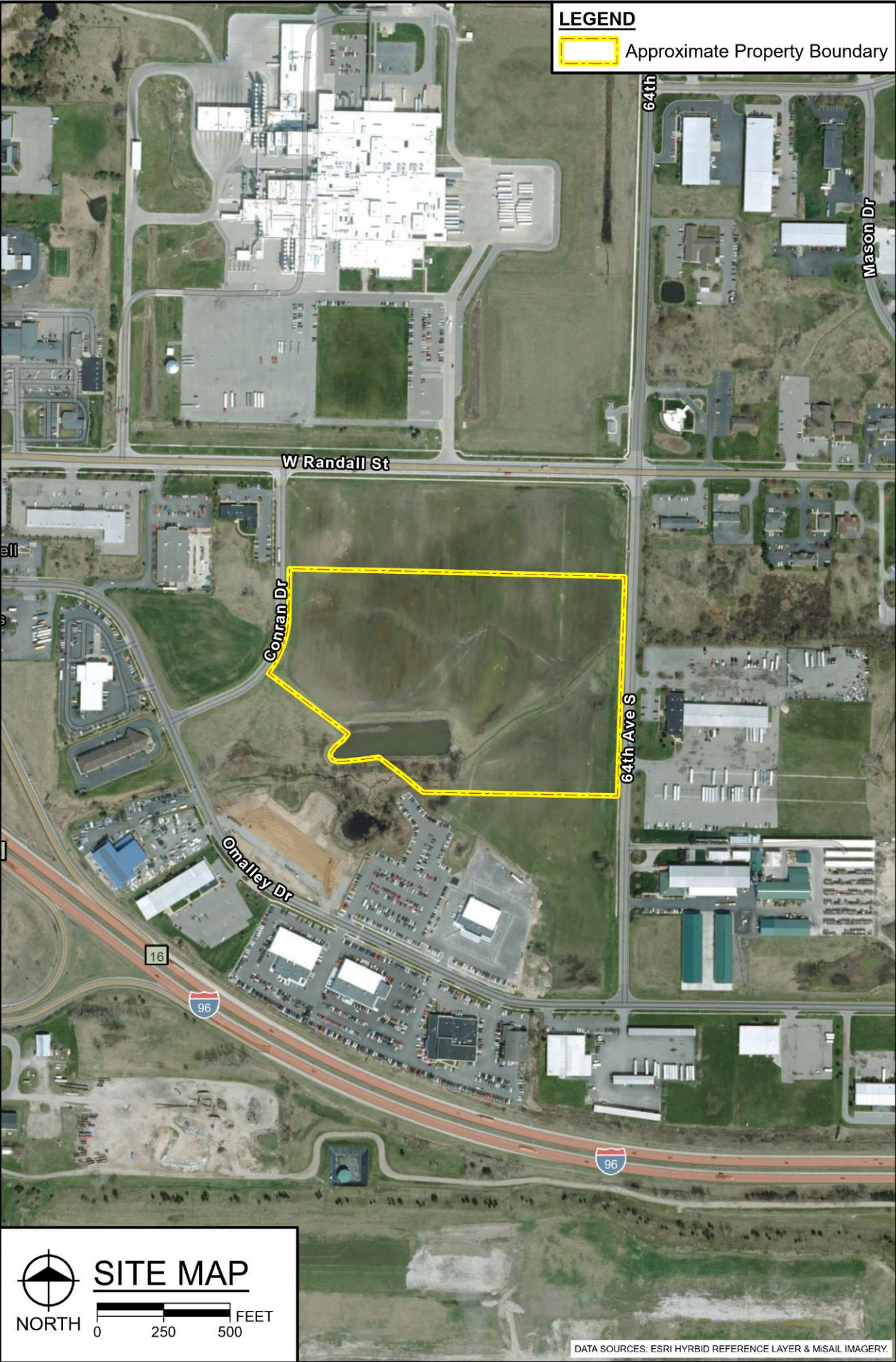
FIGURE NO.  
**1**



**Figure 2**

**Eligible Property Site Map**

PLOT INFO: Z:\2024\241108\CAD\GIS\Proj\Brownfield Plan.aprx Layout: FIG02\_Site Map Date: 7/14/2024 9:17 AM User: mboll



**LEGEND**

 Approximate Property Boundary



Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

**Coopersville MFD, LLC Housing Development**  
49 S. 64th St, Coopersville, Michigan

**Brownfield Plan**

PROJECT NO.  
241108

FIGURE NO.  
**2**



DATA SOURCES: ESRI HYBRID REFERENCE LAYER & MISAIL IMAGERY.

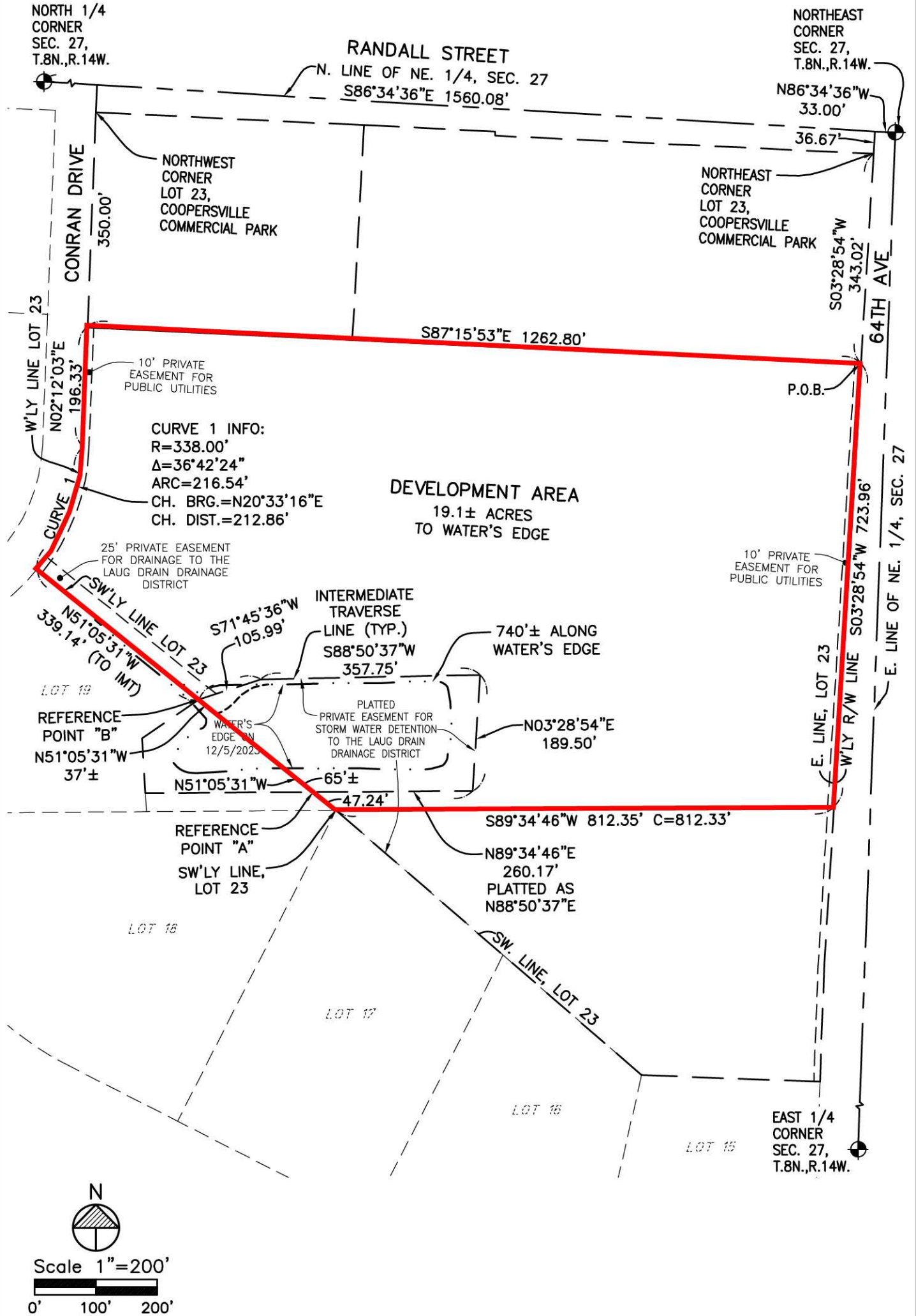
**Figure 3**

**Eligible Property Legal Description**



# DEVELOPMENT AREA EXHIBIT

(SEE SHEET 2 OF 2 FOR PROPOSED DEVELOPMENT LEGAL DESCRIPTION)



Brian A. Ford Professional Surveyor No. 4001047199

This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.

## LEGEND

- SET CON. MON
- FOUND CONC. MON
- SET CAPPED IRON
- △ SET MAG NAIL
- FOUND IRON
- "X" SET CUT "X"
- P. PLATTED
- M. MEASURED
- D. DESCRIBED
- CALC. CALCULATED

## ABONMARCHÉ MILANOWSKI AND ENGLERT

11 North 6th Street – Grand Haven, MI 49417  
Phone(616)847-4070 Fax(616)847-6626

FOR WESTWIND CONSTRUCTION

Sec. 27, T.8N., R.14W., CITY OF COOPERSVILLE

DATE AUGUST 29, 2024

DRAWN BY TV

SHEET 1 of 1

JOB NO. 23-1409

DEVELOPMENT AREA LEGAL DESCRIPTION

That part of Lot 23, Coopersville Commercial Park, according to the recorded plat thereof, City of Coopersville, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Lot 23; thence South 03 degrees 28 minutes 54 seconds West 343.02 feet along the East line of said Lot 23; thence continuing along said East line of Lot 23 South 03 degrees 28 minutes 54 seconds West 723.96 feet; thence South 89 degrees 34 minutes 46 seconds West 812.35 feet to the Southwesterly line of said Lot 23; thence North 51 degrees 05 minutes 31 seconds West 47.24 feet along said Southwesterly line to reference Point "A"; thence continuing North 51 degrees 05 minutes 31 seconds West 65 feet more or less along said Southwesterly line to the Southerly edge of storm water detention pond; thence Easterly, Northerly and Westerly 740 feet more or less along the Southerly, Easterly and Northerly edge of said pond to the Southwesterly line of said Lot 23 at a point which lies South 51 degrees 05 minutes 31 seconds East 37 feet more or less from Reference Point "B" (said Reference Point "B" lies North 89 degrees 34 minutes 46 seconds East 260.17 feet, North 03 degrees 28 minutes 54 seconds East 189.50 feet, South 88 degrees 50 minutes 37 seconds West 357.75 feet and South 71 degrees 45 minutes 36 seconds West 105.99 feet from said Reference Point "A"); thence North 51 degrees 05 minutes 31 seconds West 37 feet more or less along the Westerly line of said Lot 23 to said Reference Point "B"; thence North 51 degrees 05 minutes 31 seconds West 339.14 feet along the Southwesterly line of said Lot 23 to the Westerly line of said Lot 23; thence Northerly along said Westerly line 216.54 feet on a 338.00 foot radius curve to the left, with a central angle of 36 degrees 42 minutes 24 seconds and a long chord that bears North 20 degrees 33 minutes 16 seconds East 212.86 feet; thence North 02 degrees 12 minutes 03 seconds East 196.33 feet along the Westerly line of said Lot 23; thence South 87 degrees 15 minutes 53 seconds East 1262.80 feet to the place of beginning. This parcel contains 19.1 acres more or less to the water's edge.

Brian A. Ford Professional Surveyor No. 4001047199

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LEGEND

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- "X" SET CUT "X"
- P. PLATTED
- M. MEASURED
- D. DESCRIBED
- CALC. CALCULATED

ABONMARCHE  
MILANOWSKI AND ENGLERT

11 North 6th Street – Grand Haven, MI 49417  
Phone(616)847-4070 Fax(616)847-6626

FOR WESTWIND CONSTRUCTION

Sec. 27, T.8N., R.14W., CITY OF COOPERSVILLE

DATE AUGUST 29, 2024 DRAWN BY TV

SHEET 2 of 2 JOB NO. 23-1409



**Table 1**

**Total Captured Incremental Taxes Estimates**

Table 1: Tax Increment Revenue Capture Estimates  
Cooperville MFD Housing Development  
49 S. 64th Avenue  
Coopersville, Michigan  
July 2024

Estimated Taxable Value (TV) Increase Rate:		2%															
	Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
	Calendar Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	
	Base Taxable Value	\$ 182,710	\$ 182,710	\$ 182,710	\$ 182,710	\$ 182,710	\$ 182,710	\$ 182,710	\$ 182,710	\$ 182,710	\$ 182,710	\$ 182,710	\$ 182,710	\$ 182,710	\$ 182,710	\$ 182,710	
	Estimated New TV	\$ 182,710	\$ 182,710	\$ 6,000,000	\$ 12,000,000	\$ 12,240,000	\$ 12,484,800	\$ 12,734,496	\$ 12,989,186	\$ 13,248,970	\$ 13,513,949	\$ 13,784,228	\$ 14,059,913	\$ 14,341,111	\$ 14,627,933	\$ 14,920,492	
	Incremental Difference (New TV - Base TV)	\$ -	\$ -	\$ 5,817,290	\$ 11,817,290	\$ 12,057,290	\$ 12,302,090	\$ 12,551,786	\$ 12,806,476	\$ 13,066,260	\$ 13,331,239	\$ 13,601,518	\$ 13,877,203	\$ 14,158,401	\$ 14,445,223	\$ 14,737,782	
School Capture		Millage Rate															
State Education Tax (SET)	6.0000	\$ -	\$ -	\$ 34,904	\$ 70,904	\$ 72,344	\$ 73,813	\$ 75,311	\$ 76,839	\$ 78,398	\$ 79,987	\$ 81,609	\$ 83,263	\$ 84,950	\$ 86,671	\$ 88,427	\$ 987,419
School Operating Tax	17.8308	\$ -	\$ -	\$ 103,727	\$ 210,712	\$ 214,991	\$ 219,356	\$ 223,808	\$ 228,350	\$ 232,982	\$ 237,707	\$ 242,526	\$ 247,442	\$ 252,456	\$ 257,570	\$ 262,786	\$ 2,934,412
School Total	23.8308	\$ -	\$ -	\$ 138,631	\$ 281,615	\$ 287,335	\$ 293,169	\$ 299,119	\$ 305,189	\$ 311,379	\$ 317,694	\$ 324,135	\$ 330,705	\$ 337,406	\$ 344,241	\$ 351,213	\$ 3,921,831
Local Capture		Millage Rate															
CC Operating	13.0000	\$ -	\$ -	\$ 75,625	\$ 153,625	\$ 156,745	\$ 159,927	\$ 163,173	\$ 166,484	\$ 169,861	\$ 173,306	\$ 176,820	\$ 180,404	\$ 184,059	\$ 187,788	\$ 191,591	\$ 2,139,408
CC Aging Council	0.2379	\$ -	\$ -	\$ 1,384	\$ 2,811	\$ 2,868	\$ 2,927	\$ 2,986	\$ 3,047	\$ 3,108	\$ 3,172	\$ 3,236	\$ 3,301	\$ 3,368	\$ 3,437	\$ 3,506	\$ 39,151
Ottawa ISD	6.1546	\$ -	\$ -	\$ 35,803	\$ 72,731	\$ 74,208	\$ 75,714	\$ 77,251	\$ 78,819	\$ 80,418	\$ 82,048	\$ 83,712	\$ 85,409	\$ 87,139	\$ 88,905	\$ 90,705	\$ 1,012,862
County E-911	0.4195	\$ -	\$ -	\$ 2,440	\$ 4,957	\$ 5,058	\$ 5,161	\$ 5,265	\$ 5,372	\$ 5,481	\$ 5,592	\$ 5,706	\$ 5,821	\$ 5,939	\$ 6,060	\$ 6,182	\$ 69,037
County Parks	0.3163	\$ -	\$ -	\$ 1,840	\$ 3,738	\$ 3,814	\$ 3,891	\$ 3,970	\$ 4,051	\$ 4,133	\$ 4,217	\$ 4,302	\$ 4,389	\$ 4,478	\$ 4,569	\$ 4,662	\$ 52,053
County Roads	0.4767	\$ -	\$ -	\$ 2,773	\$ 5,633	\$ 5,748	\$ 5,864	\$ 5,983	\$ 6,105	\$ 6,229	\$ 6,355	\$ 6,484	\$ 6,615	\$ 6,749	\$ 6,886	\$ 7,026	\$ 78,450
County CMH	0.2859	\$ -	\$ -	\$ 1,663	\$ 3,379	\$ 3,447	\$ 3,517	\$ 3,589	\$ 3,661	\$ 3,736	\$ 3,811	\$ 3,889	\$ 3,967	\$ 4,048	\$ 4,130	\$ 4,214	\$ 47,051
Coop Dist Lib	0.5683	\$ -	\$ -	\$ 3,306	\$ 6,716	\$ 6,852	\$ 6,991	\$ 7,133	\$ 7,278	\$ 7,426	\$ 7,576	\$ 7,730	\$ 7,886	\$ 8,046	\$ 8,209	\$ 8,375	\$ 93,525
County Operating	3.9000	\$ -	\$ -	\$ 22,687	\$ 46,087	\$ 47,023	\$ 47,978	\$ 48,952	\$ 49,945	\$ 50,958	\$ 51,992	\$ 53,046	\$ 54,121	\$ 55,218	\$ 56,336	\$ 57,477	\$ 641,822
Local Total	25.3592	\$ -	\$ -	\$ 147,522	\$ 299,677	\$ 305,763	\$ 311,971	\$ 318,303	\$ 324,762	\$ 331,350	\$ 338,070	\$ 344,924	\$ 351,915	\$ 359,046	\$ 366,319	\$ 373,738	\$ 4,173,360
Non-Capturable Millages		Millage Rate															
Coop Lib Debt	0.1900	\$ -	\$ -	\$ 1,105	\$ 2,245	\$ 2,291	\$ 2,337	\$ 2,385	\$ 2,433	\$ 2,483	\$ 2,533	\$ 2,584	\$ 2,637	\$ 2,690	\$ 2,745	\$ 2,800	\$ 31,268
Coop Sch Debt	8.9900	\$ -	\$ -	\$ 52,297	\$ 106,237	\$ 108,395	\$ 110,596	\$ 112,841	\$ 115,130	\$ 117,466	\$ 119,848	\$ 122,278	\$ 124,756	\$ 127,284	\$ 129,863	\$ 132,493	\$ 1,479,483
Total Non-Capturable Taxes	9.1800	\$ -	\$ -	\$ 53,403	\$ 108,483	\$ 110,686	\$ 112,933	\$ 115,225	\$ 117,563	\$ 119,948	\$ 122,381	\$ 124,862	\$ 127,393	\$ 129,974	\$ 132,607	\$ 135,293	\$ 1,510,751
Total Tax Increment Revenue (TIR) Captured by the DDA		\$ -	\$ -	\$ (32,524)	\$ (50,653)	\$ (51,682)	\$ (52,731)	\$ (53,801)	\$ (54,893)	\$ (48,701)	\$ (49,689)	\$ (50,696)	\$ (51,724)	\$ (52,772)	\$ (45,765)	\$ (46,692)	\$ (642,323)
Total TIR Available for Capture		\$ -	\$ -	\$ 253,629	\$ 530,639	\$ 541,416	\$ 552,409	\$ 563,621	\$ 575,058	\$ 594,028	\$ 606,075	\$ 618,362	\$ 630,896	\$ 643,680	\$ 664,796	\$ 678,260	\$ 7,452,867

Notes:  
1) Base taxable value established in year 2024.  
2) Downtown Development Authority (DDA) tax increment revenues are not captured under this plan.

**Table 2**

**Estimated Reimbursement Schedule**

Table 2: Tax Increment Revenue Reimbursement Allocation  
Coopersville MFD Housing Development  
49 S. 64th Avenue  
Coopersville, Michigan  
July 2024

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	48.4%	\$ 3,168,775	\$ -	\$ 3,168,775
Local	51.6%	\$ 3,372,006	\$ -	\$ 3,372,006
TOTAL				
MSHDA	99.96%	\$ 6,538,281	\$ -	\$ 6,538,281
EGLE	0.04%	\$ 2,500	\$ -	\$ 2,500

Estimated Total  
Years of Plan:15

Estimated Capture (Non- Developer)	
BRA Administrative Fees	\$ 176,552
State Brownfield Redevelopment Fund	\$ 493,710
Local Brownfield Revolving Fund	\$ 311,905
Downtown Development Authority Capture	\$ 642,323

Year of Plan		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	TOTAL
Total State Incremental Revenue		\$ -	\$ -	\$ 138,631	\$ 281,615	\$ 287,335	\$ 293,169	\$ 299,119	\$ 305,189	\$ 311,379	\$ 317,694	\$ 324,135	\$ 330,705	\$ 337,406	\$ 344,241	\$ 351,213	\$ 3,921,831
State Brownfield Redevelopment Fund (50% of SET)		\$ -	\$ -	\$ (17,452)	\$ (35,452)	\$ (36,172)	\$ (36,906)	\$ (37,655)	\$ (38,419)	\$ (39,199)	\$ (39,994)	\$ (40,805)	\$ (41,632)	\$ (42,475)	\$ (43,336)	\$ (44,213)	\$ (493,710)
State TIR Available for Reimbursement		\$ -	\$ -	\$ 121,179	\$ 246,164	\$ 251,163	\$ 256,262	\$ 261,464	\$ 266,769	\$ 272,181	\$ 277,700	\$ 283,331	\$ 289,073	\$ 294,931	\$ 300,906	\$ 307,000	\$ 3,428,122
Total Local Incremental Revenue		\$ -	\$ -	\$ 147,522	\$ 299,677	\$ 305,763	\$ 311,971	\$ 318,303	\$ 324,762	\$ 331,350	\$ 338,070	\$ 344,924	\$ 351,915	\$ 359,046	\$ 366,319	\$ 373,738	\$ 4,173,360
DDA Capture		\$ -	\$ -	\$ (32,524)	\$ (50,653)	\$ (51,682)	\$ (52,731)	\$ (53,801)	\$ (54,893)	\$ (48,701)	\$ (49,689)	\$ (50,696)	\$ (51,724)	\$ (52,772)	\$ (45,765)	\$ (46,692)	\$ (642,323)
BRA Administrative Fees (5%)		\$ -	\$ -	\$ (5,750)	\$ (12,451)	\$ (12,704)	\$ (12,962)	\$ (13,225)	\$ (13,493)	\$ (14,132)	\$ (14,419)	\$ (14,711)	\$ (15,010)	\$ (15,314)	\$ (16,028)	\$ (16,352)	\$ (176,552)
Local TIR Available for Reimbursement		\$ -	\$ -	\$ 109,248	\$ 236,573	\$ 241,377	\$ 246,278	\$ 251,277	\$ 256,376	\$ 268,516	\$ 273,962	\$ 279,516	\$ 285,181	\$ 290,960	\$ 304,527	\$ 310,694	\$ 3,354,484
Total State & Local TIR Available		\$ -	\$ -	\$ 230,427	\$ 482,736	\$ 492,540	\$ 502,540	\$ 512,741	\$ 523,145	\$ 540,697	\$ 551,662	\$ 562,846	\$ 574,255	\$ 585,891	\$ 605,432	\$ 617,694	\$ 6,782,606
DEVELOPER		Beginning Balance															
Developer Reimbursement Balance		\$ 6,540,781	\$ 6,540,781	\$ 6,540,781	\$ 6,310,354	\$ 5,827,618	\$ 5,335,077	\$ 4,832,537	\$ 4,319,796	\$ 3,796,652	\$ 3,255,955	\$ 2,704,293	\$ 2,141,447	\$ 1,567,192	\$ 981,301	\$ 375,869	\$ 70,080
MSHDA Costs		\$ 6,538,281	\$ 6,538,281	\$ 6,538,281	\$ 6,538,281	\$ 6,310,354	\$ 5,827,618	\$ 5,335,077	\$ 4,832,537	\$ 4,319,796	\$ 3,796,652	\$ 3,255,955	\$ 2,704,293	\$ 2,141,447	\$ 1,567,192	\$ 981,301	\$ 375,869
State Tax Reimbursement		\$ 3,167,564	\$ -	\$ -	\$ 119,968	\$ 246,164	\$ 251,163	\$ 256,262	\$ 261,464	\$ 266,769	\$ 272,181	\$ 277,700	\$ 283,331	\$ 289,073	\$ 294,931	\$ 300,906	\$ 305,789
Local Tax Reimbursement		\$ 3,370,717	\$ -	\$ -	\$ 107,959	\$ 236,573	\$ 241,377	\$ 246,278	\$ 251,277	\$ 256,376	\$ 268,516	\$ 273,962	\$ 279,516	\$ 285,181	\$ 290,960	\$ 304,527	\$ -
Total MEDC Reimbursement Balance		\$ 6,538,281	\$ 6,538,281	\$ 6,310,354	\$ 5,827,618	\$ 5,335,077	\$ 4,832,537	\$ 4,319,796	\$ 3,796,652	\$ 3,255,955	\$ 2,704,293	\$ 2,141,447	\$ 1,567,192	\$ 981,301	\$ 375,869	\$ 70,080	\$ 6,468,201
EGLE Environmental Costs		\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Tax Reimbursement		\$ 1,211	\$ -	\$ -	\$ 1,211	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,211
Local Tax Reimbursement		\$ 1,289	\$ -	\$ -	\$ 1,289	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,289
Total EGLE Reimbursement Balance		\$ 2,500	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Total Annual Developer Reimbursement			\$ -	\$ -	\$ 230,427	\$ 482,736	\$ 492,540	\$ 502,540	\$ 512,741	\$ 523,145	\$ 540,697	\$ 551,662	\$ 562,846	\$ 574,255	\$ 585,891	\$ 605,432	\$ 305,789
LOCAL BROWNFIELD REVOLVING FUNE																	
LBRF Deposits *		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 311,905
State Tax Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,211	\$ 1,211
Local Tax Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 310,694	\$ 310,694
Total LBRF Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 311,905	\$ 311,905

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:  
This Plan includes OCBRA capture for LBRF deposit in year 15 of this plan.

**Attachment A**

**Brownfield Plan Resolution(s)**



**CITY COUNCIL  
CITY OF COOPERSVILLE  
OTTAWA COUNTY, MICHIGAN**

**Resolution No. 2024 - 104**

At a regular meeting of the City Council City of Coopersville held at City Hall on October 14, 2024, and beginning at 7:00 p.m., the following Resolution was offered for adoption by Council Member **Degeus** and was seconded by Council Member **Gavin**:

**A RESOLUTION OF CONCURRENCE REGARDING A BROWNFIELD  
PLAN FOR THE REDEVELOPMENT OF THE PROPERTY LOCATED  
WITHIN THE CITY OF COOPERSVILLE AT 49 S. 64<sup>TH</sup> AVENUE.**

**RECITALS**

WHEREAS,

- A. Coopersville MFD, LLC (the “Developer”) has proposed to redevelop a portion of property located at 49 S. 64th Avenue, Coopersville, Michigan 49404 and legally described as follows:

That part of Lot 23, Coopersville Commercial Park, according to the recorded plat thereof, City of Coopersville, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Lot 23; thence South 03 degrees 28 minutes 54 seconds West 343.02 feet along the East line of said Lot 23; thence continuing along said East line of Lot 23 South 03 degrees 28 minutes 54 seconds West 723.96 feet; thence South 89 degrees 34 minutes 46 seconds West 812.35 feet to the Southwesterly line of said Lot 23; thence North 51 degrees 05 minutes 31 seconds West 47.24 feet along said Southwesterly line to reference Point “A”; thence continuing North 51 degrees 05 minutes 31 seconds West 65 feet more or less along said Southwesterly line to the Southerly edge of storm water detention pond; thence Easterly, Northerly and Westerly 740 feet more or less along the Southerly, Easterly and Northerly edge of said pond to the Southwesterly line of said Lot 23 at a point which lies South 51 degrees 05 minutes 31 seconds East 37 feet more or less from Reference Point “B” (said Reference Point “B” lies North 89 degrees 34 minutes 46 seconds East 260.17 feet, North 03 degrees 28 minutes 54 seconds East 189.50 feet, South 88 degrees 50 minutes 37 seconds West 357.75 feet and South 71 degrees 45 minutes 36 seconds West 105.99 feet from said Reference Point “A”); thence North 51 degrees 05 minutes 31 seconds West 37 feet more or less along the Westerly line of said Lot 23 to said Reference Point “B”; thence North 51 degrees 05 minutes 31 seconds West 339.14 feet along the Southwesterly line of said Lot 23 to the Westerly line of said Lot 23; thence Northerly along said Westerly line 216.54 feet on a 338.00 foot radius curve to the left, with a central angle of 36 degrees 42 minutes 24 seconds and a long chord that bears North 20 degrees 33 minutes 16 seconds East 212.86 feet; thence North 02 degrees 12 minutes 03 seconds East

196.33 feet along the Westerly line of said Lot 23; thence South 87 degrees 15 minutes 53 seconds East 1262.80 feet to the place of beginning (the "**Property**").

- B. The Developer intends to redevelop the Property for residential purposes and to create 216 new housing units that are intended to meet the housing needs of the City and the surrounding area. A portion of the housing units would be affordable housing for individuals and families earning up to 120% of Ottawa County's Area Medium Income.
- C. The Developer has proposed to undertake the redevelopment of the Property with assistance under Michigan's Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended ("Act 381").
- D. It is understood that the Property qualifies as "eligible property" under Act 381.
- E. Ottawa County Brownfield Redevelopment Authority (the "OCBRA") was formed by Ottawa County in 2008 in accordance with Act 381.
- F. The Developer intends to undertake "eligible activities," specifically "housing development activities," as those terms are defined in Act 381 and if approved by the Michigan State Housing Development Authority (MSHDA), as part of the redevelopment of the Property.
- G. The eligible activities and the redevelopment of the Property will occur in accordance with a Brownfield plan (the "Plan"), a draft of which has been reviewed by the City Council, provided the OCBRA and MSHDA approve the Plan.
- H. Because the Property is within the City, the OCBRA and MSHDA may only approve the Plan if the City concurs with the Plan.

### **RESOLVED**

NOW, THEREFORE, BE IT RESOLVED THAT,

1. The City Council finds that it is in the best interest of the City to, by the adoption of this Resolution, support the redevelopment of the Property as proposed by the Plan and to issue its concurrence with the Plan as required by section 3 of Act 381.
2. The City reserves the right to establish a City brownfield authority at a later date and to authorize such authority to undertake other brownfield projects within the City.
3. The Developer shall apply for and obtain all other permits and approvals for the Project in accordance with State law and City ordinances. This Resolution does not and shall not be construed as constituting other approvals (zoning or otherwise) regarding the Property or the redevelopment of the Property.

4. The City Manager is authorized to provide a letter of support and concurrence with respect to the Plan and the proposed redevelopment of the Property under the Plan.
5. The City's concurrence and support under this Resolution is conditioned upon the following:
  - a. The Developer and the City enter into a binding Municipal Services Agreement on terms acceptable to the City.
  - b. The City Manager, following consultation with the City Attorney's Office, does not object to the final version of the Plan which is approved by Ottawa County and the OCBRA.
  - c. The final version of the Plan does not authorize the capture of tax increment revenues for any purpose past the year 2038.
  - d. The proposed redevelopment of the Property remains consistent with the version of the Plan reviewed by the City Council.
6. This Resolution is effective upon adoption.

The vote regarding the adoption of this Resolution was as follows:

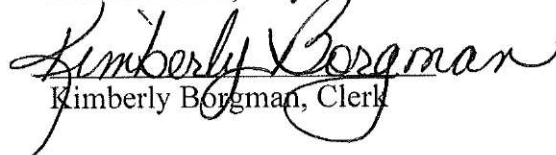
YEAS:	<u>Council Members Degeus, Gavin, Weise, Poelma, Mayor Bush</u>
NAYS:	<u>Council Members Bowman and Gerard</u>
ABSENT	<u>NONE</u>
ABSTAIN:	<u>NONE</u>

---

RESOLUTION DECLARED ADOPTED.



Kenneth Bush, Mayor

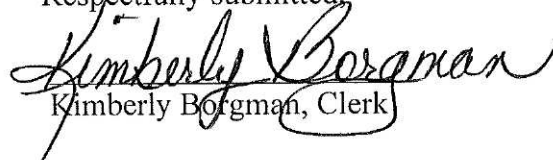


Kimberly Borgman, Clerk

#### CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council for the City of Coopersville, Ottawa County, Michigan, at the time and date specified above pursuant to the procedures required by law.

Respectfully submitted,



Kimberly Borgman, Clerk

**Attachment B**

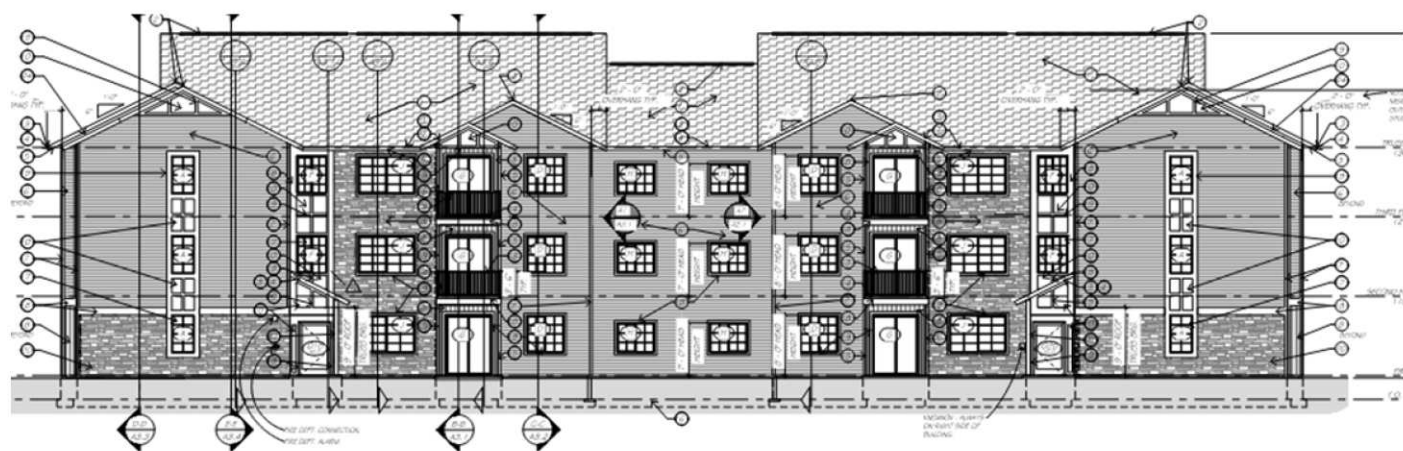
**Development Reimbursement Agreement**

**Attachment C**

**Proposed Site Plan and Renderings**







**Attachment D**

**Housing Support Documentation**

Housing Next Housing Needs Assessment, Ottawa County Update 2021

Bowen National Research

[https://www.housingnext.org/files/ugd/8dbec7\\_932f7ff01ac54ed4bab4251d7ce5ac4f.pdf](https://www.housingnext.org/files/ugd/8dbec7_932f7ff01ac54ed4bab4251d7ce5ac4f.pdf)

**Attachment E**

**MSHDA Total Housing Subsidy Calculation**



## Housing TIF Financing Gap Calculation - Multifamily Rental

BF Plan # of Years:

15

FORMULA	AMI	Location	Type	Control Rent	-	Project Rent	=	PRL	x	No. of Units	x	No. of Months	x	No. of Years	=	PRL GAP CAP	Per Unit
FMR	95%	Ottawa County	Studio	\$ 2,328.00	-	\$ 1,710.00	=	\$ 618.00	x	22	x	12	x	15	=	\$ 2,447,280.00	\$ 111,240.00
FMR	95%	Ottawa County	1 Bedroom	\$ 2,788.00	-	\$ 1,830.00	=	\$ 958.00	x	20	x	12	x	15	=	\$ 3,448,800.00	\$ 172,440.00
FMR	95%	Ottawa County	3 Bedroom	\$ 4,163.00	-	\$ 2,540.00	=	\$ 1,623.00	x	1	x	12	x	15	=	\$ 292,140.00	\$ 292,140.00
										<b>TOTAL Housing Subsidy</b>		43					
																\$ 6,188,220.00	\$ 143,912.09
										<b>Approved BRA TIF Request</b>		43					
																\$ 689,841.00	\$ 16,042.81
																\$ (5,498,379.00)	\$ (127,869.28)

**Note:**

The brownfield plan amendment included with this action request is draft – one modification was requested by the OCBRA and is being incorporated by the development team. The final version of the brownfield plan amendment will be provided prior to packet distribution for the Finance and Administration meeting.

# Action Request

Electronic Submission – Contract # 2473



**Committee: FINANCE AND ADMINISTRATION**

**Meeting Date: 11/8/2024**

**Vendor/3<sup>rd</sup> Party: VITALCORE**

**Requesting Department: JAIL**

**Submitted By: KRISTI HANSON**

**Agenda Item: CONTRACT FOR MEDICAL SERVICES IN CORRECTIONAL FACILITY**

## **Suggested Motion:**

TO REVIEW AND APPROVE THE 4 YEAR CONTRACT WITH VITALCORE FOR JAIL MEDICAL SERVICES IN THE AMOUNT OF \$8,269,794.89.

## **Summary of Request:**

CONTRACT WITH VITALCORE ENDED ON MAY 28, 2024. WE HAVE BEEN PAYING MONTH TO MONTH WORKING ON THE ATTACHED AGREEMENT.

## **Financial Information:**

Total Cost: \$8,269,794.89

General Fund Cost: \$8,269,794.89

Included in Budget: Yes

If not included in Budget, recommended funding source:

## **Action is Related to an Activity Which Is: Mandated**

## **Action is Related to Strategic Plan:**

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

## **Administration:**

Recommended by County Administrator:

11/4/2024 4:06:31 PM

Committee/Governing/Advisory Board Approval Date: 11/5/2024



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## **CONTRACT FOR INMATE AND JUVENILE HEALTHCARE SERVICES**

This CONTRACT is made and by between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and VitalCore Health Strategies, LLC (hereinafter, "Contractor"), with a principal place of business at 719 SW Van Buren, Topeka, KS 66603.

### **IT IS HEREBY AGREED AS FOLLOWS:**

It is agreed that County retains Contractor to provide the services set forth in this Contract, including the Scope of Work and Amended Scope of Work, if applicable (Exhibits A and A-1). It is further agreed that the Contractor accepts such engagement on the General Terms and Conditions specified in this Contract, and the following Exhibits and References, as well as all Addenda properly executed pursuant to paragraph 11, all of which constitute the entire Contract between the County and Contractor and are incorporated into this Contract by this reference:

#### **Exhibits:**

- Exhibit A RFP 24-066: Section 5, Scope of Work
- Exhibit A-1 Amended Scope of Work (Clarification to Section 5)
- Exhibit B Contractor Response; Unit Three: Experience and Operations Summary, Unit Four: Proposed Staff, Unit Five: Program Delivery, Unit Six: Reporting and Quality Improvement, Unit Seven: Cost Proposal, Unit Eight: Healthcare Services Plan and RFP Exceptions
- Exhibit B-1 Contractor Response - Clarifications and Best and Final Offer
- Exhibit C Insurance Requirements

#### **References (as needed)(incorporated by reference):**

- Reference A RFP 24-066 in its entirety, including, Required Attachments, Addendum No's. 1, 2, 3 and 4 (As Published)
- Reference B VitalCore Proposal, dated May 14, 2024, in its entirety
- Reference C VitalCore Response to Request for Clarifications and Best and Final Offer

The parties further agree that this Contract includes all provisions required by law to be inserted in this Contract whether actually inserted or not.

## **General Terms and Conditions**

1. **Scope of Work:** Contractor agrees to provide the "Services" which are detailed in Exhibit A and Exhibit A-1 (if applicable). It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. **Compensation:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit B and Exhibit B-1. Payment to the Contractor for services will be under the County's term of Net 30.
3. **Term of Contract:** Unless otherwise expressly provided herein, the Contract shall commence and become effective when signed by both parties. If the parties sign on different dates, the Contract commences and becomes effective on the latest date signed. However, the Contractor understands and agrees that if the Board refuses to ratify this Contract after it is signed by both parties, this Contract shall be null and void, and all obligations to provide services and otherwise perform under this Contract shall cease except the County agrees to compensate the Contractor for the services and/or work actually performed and provided to the County, which conform to the terms of this Contract, before the Board's refusal to ratify this Contract. The Contract will cover a period October 1, 2024 through September 30, 2028 unless terminated earlier in accordance with the terms of this contract. At the end of the contract period, the contract may be renewable through the mutual agreement (in writing) of the Parties under like terms and conditions for two (2) additional one-year terms
4. **Termination:** This Contract may be terminated prior to completion of the Services at the option of either party, provided that such party gives at least ninety (90) days written notice to the other party. If termination of this Contract is necessitated by the unavailability of government funds as described in the Availability of Funds clause (Paragraph 31), the party seeking termination shall provide written notice to the other party as soon as practicable upon becoming aware of such unavailability. Notwithstanding the ninety (90) days written notice requirement stated elsewhere in this Contract, termination due to unavailability of funds may occur with a written notice period of less than ninety (90) days. Upon termination of this Contract, the Contractor shall deliver to the County all work, whether complete or incomplete, that the Contractor has performed under the terms of this Contract and that conforms with the terms of this Contract. County shall compensate Contractor for all work, conforming to the terms of this Contract, performed by Contractor up to the date of termination of this Contract.
5. **Performance and Breach of Contract:**
  - a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A and Exhibit A-1.
  - b) The Contractor's failure to complete services as required shall constitute breach of this Contract.



c) Contractor shall have thirty (30) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.

6. **Expenses and Materials:** Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.

7. **Employees:** The Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

The Contractor shall employ only United States citizens, legal residents, or legal resident aliens. Upon request of the County, the Contractor shall provide copies of, or access to, work/payroll records and necessary documents to verify status of employees.

The Contractor will be supplied with a phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by the authorized County representative.

8. **Background Checks:** Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any on-site work.

9. **Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:**

- a) This Contract is governed by and shall be construed in accordance with the laws of the State of Michigan.
- b) The Contractor shall at all times comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done herewith.
- c) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.

- 10. Exclusive Contract and Merger:** This Contract, including Exhibits, Addenda, References, provisions required by law, whether or not actually inserted or not, and, a County Purchase Order issued after this Contract becomes effective, if applicable, is the entire Contract between Contractor and the County for the services set forth in Exhibit A and Exhibit A1, if applicable. This Contract supersedes all prior and/or contemporaneous agreements and understandings, oral, written and/or implied between the parties with respect to the subject matter and/or Scope of Work covered in this Contract. All such prior and/or contemporaneous agreements and understandings are hereby terminated and deemed of no further force or effect. To the extent that the terms and conditions of any of the Exhibits, Addenda, References and/or Purchase Orders issued in connection with this Contract are different, contradict and/or are inconsistent with the General Terms and Conditions of this Contract, this Contract and its General Terms and Conditions control and prevail.
- 11. Modifying the Contract:** This Contract may be modified only by a writing signed by both parties.
- 12. Record Keeping and Ownership of Documents:** The Contractor shall keep all records related to this Contract for the term of the Contract and 3 years thereafter. The Contractor further agrees that all documents, reports, data, and any other materials prepared, created, or used by the Contractor in the performance of services under this Contract shall be and remain the property of the County of Ottawa. The Contractor agrees that upon termination of this Contract, for any reason, it shall retain custody of all materials and documents related to the services provided and shall not reproduce, distribute, or disclose such materials to any third party without prior written consent from the County. The Contractor agrees to store these materials in a secure manner and shall make them available to the County upon request.
- 13. Confidentiality:** The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Contract will be kept confidential and not be disclosed to any other person without the express written consent of the County. Contractor will notify the County promptly if compelled to disclose any such information. These confidentiality provisions shall remain effective for five (5) years after termination of services under this Contract.
- 14. Conflict(s) of Interest:** Contractor agrees that he/she/it: (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 the Contractor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including 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.

- 15. Disputes:** In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Contract, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Contract and its Exhibits, Addenda, References and Amendments, if any, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided.

Should any disputes arise with respect to this Contract, Contractor and County agree to act as soon as reasonably practicable to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Contractor and the County shall continue to respect all their obligations and to perform all their duties under this Contract.

- 16. Jurisdiction and Venue:** The Parties consent to the exercise of general personal jurisdiction over it by the Ottawa County Circuit Court. Any action on a controversy that arises under or in association with this Contract shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.

- 17. Debarment and Suspension:** Contractor certifies to the best of his/her/its knowledge and belief, that neither it nor any of its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have, 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; (3) are presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have, within a three-year period preceding this proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

- 18. Indemnification:** Contractor agrees to indemnify, defend, and hold harmless the County and its officials, officers, employees, volunteers, and agents from and against any and all liability, claims, judgments, losses, damages, payments, costs and expenses, including attorney's fees, arising out of or in any way related to Contractor's performance of services under this Contract, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Contractor, its employees, agents or subcontractors.

- 19. Insurance:** Contractor agrees to provide proof of the following insurance coverages, where applicable, including certificate(s) of insurance, endorsements and provisions, as more fully set forth in Exhibit C, entitled Contractor Insurance Requirements: Commercial General Liability; Workers' Compensation; Employers' Liability; Automobile, Umbrella/Excess Liability, Professional Liability, and Privacy and Security Liability (Cyber Security). Coverage limits are to be statutory and, if no statute applies, are to be at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate except Umbrella/Excess Liability coverage limits shall be at least \$5,000,000 for each occurrence of accident, products-completed operations aggregate, and general aggregate. The Contractor further agrees to comply with all other requirements set forth in Exhibit C.
- 20. Relationship of Parties:** The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- 21. Subcontracts:** Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval.
- 22. Governmental Immunity:** The County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.
- 23. Safety:** The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules, and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
- 24. Absence of Waiver:** The failure of either party to insist on the performance of and/or enforce any of the terms and conditions of this Contract, shall not constitute a waiver of the right of either party to insist on the performance of and/or enforce any of the terms and conditions of this Contract in the future.
- 25. Notices:**
- a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor: VitalCore Health Strategies, LLC  
719 SW Van Buren, Topeka, KS 66603  
ATTN: Viola Riggins, CEO  
Email: vriggin@vitalcorehs.com  
Phone: 785-246-6840



If to Ottawa County: Ottawa County Sheriff's Office  
12220 Fillmore St., Room 200  
West Olive, MI 49460  
Email: sheriffs.office@miottawa.org

26. **Survival:** The obligations of this Contract, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding Record Keeping and Ownership of Documents (Paragraph 12), Confidentiality (Paragraph 13), Indemnification (Paragraph 18), shall survive termination or expiration.
27. **Severability:** If any term or provision of this Contract, or the application thereof to any person or circumstances, are held to be invalid, the parties agree that the remaining terms and provisions, and the application of those terms and provisions, shall be deemed valid, and enforceable to the fullest extent permitted by law.
28. **Attorney Review:** The parties represent that they have carefully read this Contract and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Contract and sign it as their free act and deed.
29. **No Third-Party Benefit:** The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
30. **Michigan Economic Sanctions Act, 2012 ("Iran-Linked Business"):** Contractor 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, MCL 129.311, et. seq.
31. **Availability of Funds:** Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Contract at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds.
32. **Freedom of Information Act:** The Contractor acknowledges that the County may be required from time to time to release records in its possession by law. The Contractor hereby gives permission to the County to release any records or materials received by the County as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.*
33. **Force Majeure:** Either party shall be excused from performance under this Contract for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.



**34. Title and Headings:** Titles and headings to articles, sections or paragraphs in this Contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Contract.

**35. Anticipatory Breach:** If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Contract, the County shall have an immediate cause of action for breach of this Contract, and shall be entitled to all remedies available to it at law or in equity.

**36. Warranty:** Contractor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the Contract, that they are suitable for the intended use. Awarded Contractor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.

**37. Equal Employment and Opportunity:**

The Parties shall adhere to all applicable federal, state, and local laws, ordinances, rules, and regulations prohibiting discrimination, and all other federal, state and local fair employment practices and equal opportunity laws and covenants, including, but not limited to, the following:

- a) The Elliott-Larson Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) The Americans with Disabilities Act of 1990, 42 USCA Section 12101 et seq., as amended, and the regulation promulgated thereunder.
- d) Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, 29 USCA Section 794, and regulations promulgated thereunder.
- e) The Age Discrimination in Employment Act of 1967, 29 USCA Section 621, et. seq., as amended, and regulations promulgated thereunder.

[Signatures on next page]

In witness whereof, each party to this Contract has caused it to be executed on the date(s) indicated below.

**COUNTY OF OTTAWA**

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

Joe Moss, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Date

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

Justin F. Roebuck,  
County Clerk/Register

\_\_\_\_\_  
Date

The undersigned certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

**VITALCORE HEALTH STRATEGIES, LLC**

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

Signature

*Viola A. Riggins*  
\_\_\_\_\_  
*Viola Riggins*

Printed Name

*CEO*  
\_\_\_\_\_

Title

*10-24-2024*  
\_\_\_\_\_  
Date

## Section 5: Scope of Work

The Ottawa County Sheriff's Office and the 20th Circuit Court seek a vendor to provide comprehensive healthcare services, including all medical, mental, and healthcare services to inmates at the Ottawa County Jail (OCJ) and residents at the Ottawa County Juvenile Detention Center (OCJDC). One contract will be awarded for both facilities.

The Healthcare Services Provider shall be the sole supplier and coordinator for all healthcare services, including Mental health care and shall maintain total compliance in regard to standards set by National Commission on Correctional Healthcare (NCCHC), the American Correctional Association (ACA), the Michigan Department of Corrections Jail and Juvenile Standards and County Jail Standards. The responsibility of the Healthcare Services Provider is limited to inmates and juvenile residents committed to the physical custody of the Ottawa County Jail and the Ottawa County Juvenile Detention Center.

Vendors are encouraged to supply an alternate detailed proposal that has proven strategies for reducing the overall healthcare cost for Ottawa County.

All sections contained in the Scope of Work apply to both OCJ and OCJDC unless specifically identified in each section.

### A. Medical Care

The OCJ and OCJDC are not responsible for injuries sustained to inmates and residents prior to booking. Medical staff are required to evaluate illness and injuries prior to booking into the facility and may reject an individual for booking into the OCJ or OCJDC for medical reasons. Once the inmate/resident has been accepted for booking he/she will be the financial responsibility of the Healthcare Services Provider.

- 1.0 **Intake Evaluation/Receiving Screening:** Screening must address, at a minimum, the following: current and past illnesses; health conditions/unique requirements; disabilities; recent illness symptoms; current medical, mental health, or dental concerns; assessment screening for tuberculosis; infectious disease symptoms; mental illness; history of trauma or sexual assault/abuse; dietary restriction; PREA screening; history or current suicidal/homicidal ideation; current medications; upcoming urgent appointments: such as cancer treatment; known allergies; drug or alcohol use; MAT participation; pregnancy; gynecological issues; health insurance coverage and gender identity. Screening shall be conducted in accordance with the current Michigan Department of Corrections: Administrative Rules for Jails and Lockups Health Screening.

**OCJ:** Qualified medical staff shall be stationed in the Intake area, 24 hours per day, seven days per week. All inmates shall receive a screening by medical staff.

**OCJDC:** In the absence of a nurse on duty, the Juvenile Detention Officer (JDO) will complete a medical intake screening form, and the nurse upon arrival for their shift the following day, will complete a full intake evaluation/receiving screening on each resident booked the night prior.

- 1.1 The Healthcare Services Provider will be responsible for requesting information regarding private health insurance on all inmates and residents. All information on insurance, including primary and secondary insurers, is to be part of the inmate or residents healthcare record and shall travel with them in instances where care is needed off-site. Any health insurance information related to coverage of services must be provided to off-site care providers.
- 1.2 Medical staff, when on duty, will be utilized to assess injured or seriously ill inmates or residents prior to admission into the facility for possible deferral for medical treatment. Vendor to provide in proposal, the procedure to be followed if an inmate or resident is rejected for booking into the OCJ or OCJDC for medical or behavioral reasons.
- 1.3 The Healthcare Services Provider shall have all newly booked inmates/residents sign a Release of Information (ROI) so that prior medical records can be reviewed to ensure continuity of care. Verification of medications and bridging of medications shall occur as part of the intake process through a medication verification web portal, the portal will be the Successful Vendor's financial responsibility.
- 1.4 The Healthcare Services Provider is expected to have all OCJ receiving screening completed as soon as possible, **but not more than four (4) hours after admission**. Penalties may be incurred if receiving screening is not completed within the designated time indicated.

## 2.0 Initial Health Assessment

**For OCJ:** Inmates shall be provided a comprehensive health assessment, including a physical examination, as soon as possible, but no later than fourteen (14) calendar days after admission to the facility, unless an earlier health assessment is clinically indicated. Kitchen work-aids will receive health clearance within 48 hours of the medical department's receipt of the inmate from the facility classification department. Medical staff shall complete tuberculin skin test, offer STD testing to women < 35 years old, men < 30 years old, and all pregnant females regardless of age for chlamydia, gonorrhea, and syphilis. Health assessments shall include, but not be limited to, review of the receiving screening, complete history and physical examination, mental health screening, dental screening, vision and hearing screening, laboratory tests and



other diagnostic tests as clinically appropriate. Health assessments shall be completed by a qualified health care professional and in accordance with current NCCHC standards.

**For OCJDC:** Juvenile health assessments shall be completed within seven (7) days of arrival in the facility. Health assessments shall include, but not be limited to, review of the receiving screening, complete history and physical examination, mental health screening, dental screening, vision and hearing screening, laboratory tests and other diagnostic tests as clinically appropriate.

Immunization records of juveniles shall be obtained and updated as clinically indicated. The Healthcare Services Provider shall work with the Public Health Authority to received approval of standard Health Screening Form which includes inquiry, observation, and medical disposition in accordance with Michigan Division of Child Welfare Licensing.

- 3.0 **Non-Emergency Health Care Requests/Sick Call:** All inmates and residents are given the opportunity to submit oral or written (electronic) health care requests daily.

**For OCJ:** It is preferred that inmates utilize a tablet/kiosk to facilitate an electronic non-emergency health care request / sick call, however, requests may also be submitted orally or via written paper. The Healthcare Services Provider shall integrate each sick call into the electronic health record and implement an electronic trackable sick call compliance report. Nonemergency Health Care Requests and Services requires that oral or written requests for health care are picked up daily by qualified health care professionals and triaged within 24 hours. When a request describes a clinical symptom, a face-to-face encounter between the patient and a qualified health care professional occurs within 48 hours (72 hours on weekends). The intent is that a patient is seen within 48 hours (72 hours on weekends) from the time the request is picked up. The requests should be triaged in the first 24 hours and the face-to-face encounter should be conducted within the next 24 hours. The Healthcare Services Provider's Nursing Assessment Protocols and Procedures may involve first-aid, nursing care, medication protocol or a follow up with the provider. If an inmate needs assistance submitting a medical request, the Healthcare Services Provider will provide support, including, but not limited to, translation services and accessibility options.

**For OCJDC:**

The residents shall utilize a paper sick call request form to facilitate a sick call request for a medical, mental health or dental sick call. The Healthcare Services Provider shall integrate each sick call into the electronic health record and implement an electronic trackable sick call compliance report. Nonemergency Health Care Requests and Services requires that oral or written requests for



health care are picked up daily by qualified health care professionals and triaged within 24 hours. When a request describes a clinical symptom, a face-to-face encounter between the patient and a qualified health care professional occurs within 48 hours (72 hours on weekends). The intent is that a patient is seen within 48 hours (72 hours on weekends) from the time the request is picked up. The requests should be triaged in the first 24 hours and the face-to-face encounter should be conducted within the next 24 hours. The Healthcare Services Provider's Nursing Assessment Protocols and Procedures may involve first-aid, nursing care, medication protocol or a follow up with the provider. If a resident needs assistance submitting a medical request, the Healthcare Services Provider will provide support, including, but not limited to, translation services and accessibility options.

- 3.1 A compliance tracking report shall be completed each month and include, but not be limited to, the following data metrics
  - Sick call request submission date
  - Triage date/time
  - Date seen by nursing
  - Description of clinical issue noted
  - Date seen by Provider, if clinically indicated
  - Clinical outcome
- 3.2 Diagnosis and treatment of health problems referred to Physician by triage nursing staff will be accomplished by a sick call procedure. A means of addressing emergencies, including after-hours care, must be provided by the Healthcare Services Provider.
- 4.0 **Nursing Services:** Routine nursing services shall include, but not be limited to, the following:
  - a) Medical housing coverage at all times for OCJ
  - b) Receiving screening within guidelines listed above for each facility.
  - c) Initial health assessments
  - d) Medications as prescribed
  - e) Sick call held daily; face to face triage encounter within 24-hours of request for sick calls with clinical indication
  - f) Timely responses to medical needs and emergencies
  - g) Physician support services
- 5.0 **Acute and Chronic Care / Specialty Services of Care:** As part of proposal submissions, vendor must describe their on-site process from identification through discharge, including clinical protocols, consistent with national clinical practice guidelines to assist with the identification of chronic care diseases, such as, but not limited to:
  - Asthma

- Diabetes
- HIV
- Seizures
- Hepatitis
- Hyperlipidemia
- Hypertension
- Mood Disorders
- Psychotic Disorders
- Pain Management
- Gastroesophageal Reflex Disease (GERD)
- Vision threatening conditions
- Infectious diseases

In order to reduce both risk and cost, the Healthcare Services Provider may arrange for specialty clinics to be conducted on-site at the OCJ and OCJDC, when reasonably possible or through telemedicine programs. These clinics may include treatment of listed chronic diseases, wound care, and obstetrics.

5.1 Specialty services care clinics or appointments, which cannot be provided on-site and deemed medically necessary, shall be scheduled without adversely affecting the health of any inmate or juvenile resident.

- Diagnostic Testing
- Medical Specialty Referrals
- Surgery
- Kidney Dialysis
- Residential Hospice Care

The Healthcare Services Provider, the OCJ and the OCJDC, when deemed necessary, shall plan for the transportation and care of inmates and residents at another mutually accepted medical care facility or specialty clinic. The name and location of such facilities, and dates and times of appointments, shall not be divulged to inmates, their families or friends or others for security purposes. The Healthcare Services Provider shall attempt to arrange hospital rooms that are secure for the inmates and juvenile residents. The Medical Director may authorize the use of additional offsite specialty care facilities where clinically beneficial or to avoid an interruption in continuity of care with an established provider.

5.2 Prenatal Care and Delivery. The Healthcare Services Provider shall develop provisions for prenatal care according to accepted prenatal guidelines. Prenatal care is provided through specialty care clinics providing prenatal care and includes:

- Routine appointment

- Testing and medical treatment for opioids at intake
- Routine urine testing for proteins and ketones
- Vital signs and weight
- Assessment of fundal height and heart tone
- Dietary supplement
- Observations for signs of pregnancy complications
- Post-partum care

When an inmate or resident goes into labor, the Healthcare Services Provider shall notify OCJ or OCJDC staff. The Healthcare Services Provider shall not be responsible for medical costs associated with the medical care of any infants born to inmates or residents.

5.3 Therapeutic Diet process and prescription, in consultation with the food services manager, shall be as follows and as accordance with Mich. Admin. Code R 791.720):

- a) Develop written procedures that identify individuals who are authorized to prescribe a therapeutic diet.
- b) The therapeutic diet utilized by this facility shall be planned, prepared and served with consultation from a registered dietitian.
- c) The jail Administrator/Captain shall comply with any therapeutic diet prescribed for an inmate.
- d) The jail Administrator/Captain and the Medical Director shall ensure that the diet manual, which includes sample menus of therapeutic diets, shall be available to both health services and food services workers. A registered dietitian shall review, and the Medical Director shall approve, the diet manual on an annual basis.

As a best practice, all therapeutic diet prescriptions should be reviewed and rewritten, if appropriate, on a quarterly basis. This is to reduce the risk of an inmate developing an adverse medical condition or nutritional defect as the result of a diet that is inconsistent with the inmate's current medical needs. A diet request form should be made available to inmates.

Pregnant or lactating women shall be provided a balanced, nutritious diet approved for pregnant women by a physician.

6.0 **Women's Health Care.** The Healthcare Services Provider shall develop provisions for gender-specific health care needs and develop procedures for comprehensive services for women's unique health issues. As part initial health assessment, screening for and history of ,sexual and physical trauma, follow age-appropriate screening guidelines established by national organizations at entry for STD screening, breast and cervical cancer screening and provide gender-appropriate, age-appropriate, medical treatment and counseling for all women.



- 7.0 **Ancillary Services (Onsite):** The Healthcare Services Provider shall be responsible for the provision of all laboratories, x-ray and diagnostic services and the costs associated with implementing and providing said services. Diagnosis and treatment requiring the following specialization services identified in Sections 7.1, 7.2, and 7.3, must be sufficient to provide emergency care and as medically required, for routine care for inmates and residents
- 7.1 **Radiology:** The Healthcare Services Provider shall provide timely on-site radiology services, to include, but not be limited to: x-ray, mammogram, ultrasound services, and include the taking of x-rays by a registered technician, interpretation by a board-certified radiologist within 48 hours, a written report and scheduling of all x-rays. The on-call provider shall be notified immediately of all STAT reports, and all abnormal radiology results. Results are to be reviewed and signed off by a physician or mid-level provider with a follow up plan of care outlined in accordance with results. The Healthcare Services Provider shall provide all related supplies and is responsible for all associated costs.
- 7.2 **Diagnostics:** The Healthcare Services Provider shall include, at a minimum, EKG/ECG, PT INR, Wound care, etc. services including equipment, supplies, interpretations, and reports necessary to provide this service on-site.
- 7.3 **Laboratory testing:** The Healthcare Services Provider shall be responsible for all medical laboratory services including the provisions for STAT services and the pick-up and delivery of specimens. A physician shall review and document in the medical record all laboratory results in accordance with NCCHC standards. The on-call provider shall be notified immediately of all STAT reports, and all abnormal laboratory results. Results are to be reviewed and signed off by a physician or mid-level provider with a follow up plan of care outlined in accordance with results.
- 7.4 **Legal Blood Draws.** Shall be done by a non-related third party and are not the responsibility of the Healthcare Services Provider.
- 7.5 **Chain of Evidence.** Apart from diagnostic laboratory testing, the Healthcare Services Provider shall provide services from drawing blood specimens from inmates as requested by the OCJ or from inmates in pursuant to a Court Order in compliance with “chain of evidence” requirements.
- 8.0 **Infirmity Care.** Ottawa County does not have an Infirmary. The vendor will need to address this issue in their proposal.
- 9.0 **Emergency Services and Treatment.** The Healthcare Services Provider shall make provisions for 24-hour emergency medical care. It is the Healthcare Services Provider’s responsibility to arrange for emergency transportation through Facility departmental vehicles, where clinically applicable, or through Emergency Medical Services (EMS), Life EMS Ambulance. The cost of

transportation by Ambulance and EMS Services provided by Life EMS Ambulance will be the financial responsibility of the County.

9.1 The Healthcare Services Provider shall provide the following:

- a) Written policies and procedures concerning emergency transfer and transportation of inmates and juvenile residents, in coordination with OCJ and OCJDC policy and procedure.
- b) Arrangement for emergency on-call twenty-four (24) hour physician.
- c) Coordination with OCJ and OCJDC staff for arrangement with the immediate transfer of an inmate or juvenile resident is required by ambulance or another vehicle.
- d) The Healthcare Services Provider shall provide emergency treatment only to corrections personnel, visitors and volunteers who are injured or become ill while at the facility. Treatment may consist of stabilization and referral to personal physician or local hospital.

10.0 **Special Medical and Mental Health Treatment Plans:** Written individual treatment plans shall be developed by the responsible physician and/or mental health provider for inmates with special medical and /or mental health conditions requiring close medical supervision, including chronic and convalescent care.

The plan should include directions to health care and other personnel regarding their roles in the care supervision of the patient.

The Healthcare Services Provider shall develop a special treatment plan to ensure patient disability aids are well-maintained, including but not limited to, timely response to maintenance requests by disabled patients and the provision of auxiliary aids, services, and accommodations. Any special security concerns should also be noted and communicated to security staff.

Health care counseling such as pre and post HIV testing shall be performed by certified counselors.

11.0 **Hospital Care:** The Healthcare Services Provider shall obtain routine outpatient/inpatient services from hospitals to meet the healthcare needs of inmates and residents. When outside hospitalization is required, the Healthcare Services Provider shall coordinate with facility staff in arranging transportation and officer coverage.

11.1 The Healthcare Services Provider is responsible for pre-approvals, case management, utilization review and discharge planning.

11.2 Transfer clearance: Medical clearance for the transfer of an inmate or resident will be completed within 24 hours of receiving the name and booking number.

11.3 The Healthcare Services Provider is expected to make recommendations to enhance cost containment efforts without impacting quality of care, where clinically able to do so. Currently, OCJ and OCJDC predominately utilize



Holland Hospital, 602 Michigan Avenue, Holland MI 49423 and Corewell Health – Zeeland Hospital, 8333 Felch St., Zeeland, MI 49464.

- 11.4 Inmates and residents returning from a hospital with an inpatient stay are to be seen and assessed by MD or APRN prior to going to the general population. A clinical note regarding this encounter and review of the hospital discharge paperwork with reference to treatment plan in-house must be documented in the electronic health record. In-house treatment plans shall be shared with the inmate or resident.
- 11.5 As part of a submitted proposal, vendors must provide a detailed plan for providing inmates and residents with prompt hospital care while also providing OCJ and OCJDC with utilization and case management, data analytics, methods, and programs that thoroughly review clinical and financial claim data.
- 11.6 Healthcare services, including claims adjudication, shall be extended to any individual in physical custody of either the OCJ or OCJDC, including those under guard at offsite hospitals.
- 12.0 **Offsite Medical Costs and Reports:** The Healthcare Services Provider shall provide detailed **monthly** offsite cost reports and will adjudicate and pay all claims within **ninety (90) days of receipt of medical bill**. At no time shall outstanding bills be the responsibility of the OCJ or the OCJDC. The Healthcare Services Provider shall invoice OCJ and OCJDC monthly, and provide financial trends, details, and projected cost summaries for the remainder of the contract year.
- 12.1 The Healthcare Services Provider shall be responsible for the timely management, coordination, payment, and adjudication of all offsite healthcare costs. The Healthcare Services Provider shall provide to OCJ and OCJDC monthly detailed statements of all paid claims related to offsite healthcare costs and claims based on documented efforts, to ensure claims are billed correctly and meet all claim invoice approval requirements.
- 12.2 All claims shall be adjudicated and paid by 180 days after the close of each contract year. Any claims submitted after this date shall be denied, for timely filing, except where an invoice is late because an earlier Reversal or Denial is overturned.
- 12.3 As part of a submitted proposal, vendors shall provide in their Response: claims management detailed report(s) that will be utilized by the Healthcare Services Provider to process all offsite medical invoices and claims from offsite healthcare providers. As part of the interview process, the Healthcare Services Provider may be required to demonstrate real-time adjudication of healthcare claims, the claims auditing process and third-party payment management.
- 13.0 **Continuum of Care and Re-Entry:** The Healthcare Services Provider shall develop individualized post release continuum of care plans, including but not

limited to: Discharge planning for complex medical conditions i.e., HIV, cancer, acute comorbid illnesses, severe mental illness, assistance with post release appointments, Medicaid Enrollment for in-patient hospital admissions over 24 hours while in detention, sufficient medication refills until a community provider assumes care, and assistance with attaining housing, employment, and substance use treatment.

For OCJDC: Juveniles being released from OCJDC shall be referred to the care and custody of the parent/guardian with instructions for follow up treatment

- 14.0 **Translation/Interpretation Services:** The Healthcare Services Provider shall provide translation/interpretation services with the healthcare staff or through commercially available sources. The Healthcare Services Provider shall bear the cost of such services. Other inmates or OCJ or OCJDC staff are not to be used for translation services related to healthcare and mental healthcare services.
- 15.0 **Emergency Notifications:** The Healthcare Services Provider shall work with OCJ and OCJDC to ensure sharing of appropriate information regarding an inmate's or resident's condition if the family or other legal guardian is to be notified of a serious injury or illness. In the event of a life-threatening illness or surgery requiring hospitalization, the Healthcare Services Provider shall notify the Superintendent or designee so that the necessary family, guardian, or other representative/next of kin may be notified. OCJ and OCJDC may designate a chaplain or other individual to carry out the notification. The location of inmates or residents shall not be divulged to their families or friends or others for security purposes.
- 16.0 **Ectoparasites:** The Healthcare Services Provider shall work with OCJ and OCJDC to establish guidelines and protocols for the prevention, identification, and treatment for ectoparasites such as pediculosis (lice) and scabies. Procedures shall establish an immediate notification to the facility for cleaning/decontamination purposes and shall describe the process for treatment of the individual, other individuals exposed, and all clothing and bedding. Intake screening shall include inquiry and observation regarding potential presence of ectoparasites and treatment shall be individualized to each inmate infected.
- 17.0 **Substance use Counseling and Treatment:** The Healthcare Services Provider shall work with OCJ and OCJDC to develop treatment plans and programs for substance abuse. Prior to entering treatment, a clinical assessment shall be conducted to determine the type of treatment plan and program which will be most effective. Based on this assessment, a decision for medical supervision may be determined. Protocols for the detoxification of inmates withdrawing from substances including, but not limited to: drugs, chemicals, or alcohol is done only under medical supervision in accordance with local, state, and federal laws. The Medical Director shall establish a detoxification protocol or clinical

pathway for the on-site treatment of mild to moderate intoxication and/or withdrawal. These protocols should also address pregnant females going through withdrawal.

- 18.0 **Medical-Assisted Treatment Program:** The Healthcare Services Provider shall work with OCJ and OCJDC on the coordination and continuation of the established comprehensive medication assisted treatment (MAT) program with services that include, but are not be limited to, use of medications in the treatment of opioid use disorder (MOUD). Access to a treatment must be made available to inmates and residents within 24 hours of booking and available throughout their incarnation if deemed clinically appropriate.

## B. Mental Health Care

The Healthcare Services Provider shall implement a comprehensive mental health program for the emotional needs of the inmates and residents to include evaluation, treatment and/or referral. All inmates and juvenile residents will receive a behavioral health (BH) screening to identify mental illness, suicide risk, substance use, and neurocognitive and neurodevelopmental disorders.

- 1.0 Behavioral Health Screening to include
- Assessment of current behavioral health status and current/historical treatment, to include psychotropic medication use
  - Assessment of current suicidal potential and person-specific risk factors that increase suicide potential, as well as protective factors that protect against suicide potential
  - Assessment of violence potential and person-specific factors that increase violence potential.
  - Assessment of prior sexual abuse, victimization, and predatory behavior.
  - Assessment of drug and alcohol use and/or addiction treatment
  - A records review, including criminal history, current charges, and social history
  - Consultation with staff regarding behavioral observations of the individual
- 1.1 Those identified as having a mental illness, symptoms of psychotic behavior, or a history of mental health needs will be seen and further assessed by a Master's degree licensed mental health clinician within 14 days of Intake. Clinicians will facilitate Releases of Information (ROI), where applicable, so that prior medical records can be obtained to ensure continuity of care. Those identified as having symptoms of suicidal ideation will receive expedited mental health services, including housing priority.
- 1.2 The Healthcare Services Provider shall coordinate mental health services with OCJ and OCJDC. This care shall include, and is not limited to, crisis

intervention, suicide prevention, counseling, and administration of psychotropic medications. Mental health care shall be coordinated with health care staff.

- 1.3 Healthcare Services Provider shall provide detailed assessments and appropriate observations and re-evaluation for inmates or residents determined to be suicidal. Healthcare Services Provider will make recommendations for housing, supervision, and services. Healthcare Services Provider shall identify ways to avoid single cell placement without increasing risk to the at-risk inmate or resident
- 1.4 Healthcare Services Provider to describe Behavioral Telehealth Program options, including opportunities that would benefit mental health care outcomes for both inmates and residents. Healthcare Services Provider to provide as part of their proposal, recommendations on mental health care as part of a quality improvement program.

### C. Pharmacy Services

The Healthcare Services Provider shall have a written policy and defined procedures required, and actual practices evidenced, in that pharmaceutical services are sufficient to meet the needs of the OCJ and OCJDC and are in accordance with all legal requirements. The Healthcare Services Provider will provide for management of pharmaceuticals that includes:

- 1.0 A licensed and qualified Pharmacist, subcontracted by the Healthcare Services Provider shall monitor pharmacy and emergency pharmacy services, consistent with state and federal laws that also meet all applicable national standards and regulations. Monitoring shall include documented corrective action and follow-up, necessary to ensure that preventative measures are taken.
- 1.1 Pharmacy services are the sole financial and procurement responsibility of the Healthcare Services Provider, except for HIV, Hepatitis C, and MAT medications, which will be procured by the Healthcare Services Provider but financially reimbursed by OCJ and OCJDC. Healthcare Services Provider shall provide a detailed patient utilization monthly report.
- 1.2 The Healthcare Services Provider shall provide a written protocol of provision for pharmaceutical services to ensure that prescribed medications are readily available no more than twelve (12) hours after prescribed. The Healthcare Services Provider shall have a contract with a local community pharmacy to provide back-up for medications that are unable to be delivered within the 12-hour time frame.
- 1.3 The OCJ shall provide locked medication carts and other supplies deemed appropriate and approved by the Jail Administrator and the Healthcare Services Provider. The Healthcare Services Provider shall be responsible for



communication issued related to the proper and safe packaging of medication to the Jail Administrator, or other designed official.

- 1.4 All drugs are stored under proper conditions, and security. Antiseptics, other drugs for external use, and disinfectants are stored separately from internal and injectable medications. Drugs requiring special storage for stability – for example, drugs that need refrigeration – are so stored
- 1.5 The Healthcare Services Provider shall be financially responsible for implementing a medication verification portal. Prescriptions prescribed by the inmate or resident's doctor shall be evaluated and continued upon entry into the facility, where clinically appropriate. All prescription change rationale shall be noted in the patient's chart.
- 1.6 Develop a standard formulary that is consistent with community-based medical and mental health providers. The Healthcare Services Provider shall provide a minimum of quarterly pharmacy consultant audits with written reviews by a registered pharmacist
- 1.7 Develop a written pharmacy program plan that address the administration of medications, and how accountability for narcotics and Class II medications will be completed, and the procedure(s) that will be followed to ensure that incarcerated persons receive their medications as ordered. Federal, State ,and local laws/regulations and licenses are the responsibility of the Healthcare Services Provider.
- 1.8 A stock supply of the most utilized medication should be maintained on site.
- 1.9 Administration of medications will be recorded on an electronic medication record (MAR), including documentation when a prescribed medication was not administered.
- 1.10 The Healthcare Services Provider shall develop and implement a compliance report to include, but not be limited to, consecutive days of patient's missed and refused medications. The report shall be shared between medical and mental health staff for action and reviewed at Daily Clinical and Administrative Meetings.

#### D. Healthcare Training and Education

As part of primary healthcare, health education services will be an important and required component of the total healthcare delivery system. Health education includes patient education, in-service education and first aid, CPR training and blood-borne and airborne pathogen training, as well as insulin management (including sliding scale regimens) and allergy management for Correctional and Juvenile Detention Facility employees.



## E. Electronic Health Records

Electronic Health Records (EHR): individual electronic medical care records will be initiated and maintained for every inmate and resident regarding medical, or mental health services as a result of the receiving screening process.

When requested, the Healthcare Services Provider shall provide the patient with a copy of their medical records, including copies of all medical services and results, through the medical request process.

The Healthcare Services Provider shall keep full and accurate accounts and records in connection with the services provided under this contract. All such records, and electronic copies, shall be the property of OCJ and OCJDC, but remain in the custody of, and maintained by, the Healthcare Services Provider during the term of this contract. The Healthcare Services Provider shall retain originals and/or copies of such records for a minimum period of seven (7) years. The records may be audited by OCJ and OCJDC at any time. Medical and mental health records shall be maintained for each inmate or resident at OCJ and OCJDC in conformance with professional and required standards of confidentiality and shall be retained for a period of time as required by the laws of the State of Michigan. Original/electronic medical, dental, and mental health records shall be surrendered to OCJ and OCJDC at the termination of this contract

## F. Administration

The Healthcare Services Provider shall establish a program to provide 24- hour comprehensive healthcare and mental healthcare services for the OCJ and the OCJDC.

The program shall comply with current and future federal, state, and local laws, codes, rules, regulations, court order, and administrative and institutional directives. At a minimum, services must meet standards as set by National Commission on Correctional Healthcare (NCCHC), the American Correctional Association (ACA), the Michigan Department of Corrections Jail and Juvenile Standards and County Jail Standards.

The program shall meet healthcare services/medical/mental health/suicide watch and community standards of health care. The Vendor shall provide turnkey medical services including, but not limited to, Physician, Psychiatrist/Psych NP, Advanced Practice Clinician (NP/PS), RN's LPN's, Qualified Mental Health Providers, X-ray, Lab Work, supplies, and all other equipment/staff associated with staffing the medical unit.

Healthcare Services Provider shall have a comprehensive utilization management program that emphasizes cost containment initiatives will not interfere with providing timely and clinically necessary health care services to inmates and residents.

The Healthcare Services Provider shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Health Service Administrator (HSA), includes, but is not limited to, unsafe conditions, patient safety concerns, and injury to staff or visitor

A comprehensive annual statistic report shall be provided to the OCJ Designee, and to OCJDC Superintendent or Designee in accordance with NCCHC and ACA standards.

On a quarterly basis, the Healthcare Services Provider's Administrative Staff shall have a documented meeting with the OC Jail Administrator and OCJDC Administrator and their staff to discuss the concerns of the healthcare services and any potential issues. The provider shall express concerns about any existing health-related procedures within the facility and propose changes for improvement to services and to propose more cost-effective ways to perform the services.

A Monthly Statistical Report shall be submitted to OCJ and OCJDC by the tenth (10th) calendar day of each month, with data from the previous month. An example of a typical monthly statistical report shall be provided as part of the submitted proposal.

A written disaster plan identifying healthcare staff's roles and healthcare supplies needed on hand in case of a disaster, both natural and man-made. The disaster plan is to be made available to the OCJ and OCJDC within 60 days of the start of the contract and updated annually thereafter.

#### G. Quality Improvement Program

- 1.0 The Healthcare Services Provider shall as part of proposal response, provide an example of a Continuous Quality Improvement (CQI) program with details on how a program could be implemented and maintained.
- 1.1 Areas to be monitored and addressed through the Quality Improvement Program include, but are not limited to, peer reviews, monthly compliance studies, grievances, medication administration, high acuity cases, offsite quality of care metrics, cost metrics, quarterly compliance audits, and annual patient needs assessments.
- 1.2 The Healthcare Services Provider shall maintain statistics of grievances filed, incidences of serious infectious diseases treated during the month, hospital

admissions, staffing complement including unfilled positions and other statistics as may become needed. Reports will be provided to OCJ and OCJDC on a monthly basis. The Healthcare Services Provider shall provide a narrative monthly report delineating the status of the health care program which also identifies potential problems and their resolution. A complete annual report delineating the accomplishments of the Healthcare Services Provider shall also be provided on an annual basis.

- 1.3 Healthcare Contract Compliance Monitor: The Healthcare Services Provider shall cooperate with the health care contract compliance monitor, whose purpose is to provide comprehensive audits and compliance functions. The Healthcare Services Provider shall provide the monitor with all requested data and information within a mutually agreed timeframe.

## H. Staffing

Vendor's proposal will need to provide, for each staffed position, an outline of each positions job description. The outline to contain, at a minimum, the following:

- Position Name
- Position Type (i.e. Full-Time, Non-Exempt)
- Supervised by (name of Department)
- Summary of Position
- List of Essential Functions
- Required Education, Certifications, Registrations and Experience
- Minimum Requirements
- Physical Requirements

- 1.0 Details of all salaries and benefits by category shall be part of the staffed position outline to be included in the proposal response. Proposed staffing will be in accordance with positions required to meet the standards for NCCHC, ACA, and PREA and fulfill all necessary healthcare operations. Final staffing will be mutually agreed upon by written agreement between the Healthcare Services Provider and OCJ and OCJDC.
- 1.1 Sick time , vacations, holidays – Absences or vacancies shall not relieve the Healthcare Services Provider of their staffing obligations under the contract. Ottawa County will not pay for any staffing overages due to failure by the Healthcare Services Provider to cover required staffed positions.
- 1.2 A security clearance, including but not limited to, a criminal background check, shall be required of all employees of the Healthcare Services Provider before they will be allowed into the facility. Such security clearance shall not be unreasonably denied. The Healthcare Services Provider, upon request of the Chief, and/or Superintendent remove from service under this contract any

individual in the Healthcare Services Provider's employment who the Chief and/or Superintendent, in their sole opinion, determines to be disorderly, careless, incompetent or to be employed in violation of the terms of this agreement. The Healthcare Services Provider shall promptly replace any such individual so removed, with any replacement employee also being subject to a security clearance.

- 1.3 The Healthcare Services Provider and its personnel shall be subject to and shall comply with all security regulations and procedures of each facility. Violations of regulations may result in the employee being denied access to, or removed from, the facility.
- 1.4 Personnel files of all Healthcare Services Provider staff shall be on file at each facility. These files shall include copies of current licenses, proof of professional certification, DEA numbers, training records, malpractice insurance certificates, signed job descriptions, evaluations, and position responsibilities.
- 1.5 Any potential employment offer is contingent upon a negative drug screen produced by the potential employee. The Healthcare Services Provider is financially responsible for providing drug testing for their potential and existing employees.

#### I. Vendor Mandatory Minimum Qualifications

Each proposal shall be reviewed for compliance with the listed mandatory requirements.

- The vendor must be organized for the purpose of providing healthcare services and must have a minimum of five (5) years of proven effectiveness in correctional healthcare services.
- Experience as an on-site primary contractor in the delivery and management of healthcare services within a correctional environment
- Licensed to do business in the State of Michigan
- Are able to provide Board Certified Physicians, Psychologists, Psychiatrists and Nursing and support staff that are licensed to practice or provide services in the State of Michigan.
- Demonstratable compliance with HIPPA, Michigan Department of Corrections and other applicable state and federal regulations.
- Able to demonstrate satisfactory recruiting capabilities in attracting qualified candidates and retainment of all necessary on-site positions.
- Able to demonstrate adequate support staff within its central office capable of supervising and monitoring the program ensuring satisfactory provision of services.

- Vendor shall provide, upon request by the County, under separate cover, a certified copy of the most current financial report of the company. If the vendor is a subsidiary or division of a corporation, the relationship shall be clearly defined in their response to proposal.
- Vendor shall certify, as part of response to proposal, that they are not on any Federal, State or Local list of debarred or prohibited contractors.
- If not the current provider:
  - The Successful Bidder must have the ability for contract start-up within sixty days of the award. In the event circumstances prevent start-up in sixty (60) days, a specific date shall be selected and mutually agreed upon by the Successful Bidder and OCJ and OCJDC.
  - The vendor must submit a preliminary transition plan within their proposal.

#### J. Pricing and Invoicing

The term of this Contract will be for approx. fifty (50) months. At the end of the contract period, the contract may be renewable through the mutual agreement (in writing) of the Parties under like terms and conditions for two (2) additional one-year terms. The OCJ and the OCJDC shall be priced separately. One contract will be awarded for both facilities. Prices shall remain in effect throughout the contract period.

Start of Contract – Start of Services to September 30, 2024.

Contract Year 1 – October 1, 2024, to September 30, 2025

Contract Year 2– October 1, 2025, to September 30, 2026

Contract Year 3 – October 1, 2026, to September 30, 2027

Contract Year 4 – October 1, 2027, to September 30, 2028

As part of monthly invoices submitted for payment to OCJ and OCJDC, staffing reconciliation reports will be provided. Travel time of the providers is not to be included as hours worked that are billed to either facility.

Billing data must be submitted no later than four weeks after the end of each month. The Vendor shall provide monthly reporting on aggregate cap costs and projections. An annual billing summary must be submitted no later than the third week of January. Monthly invoices must be submitted no later than two weeks after the end of each month. The Vendor shall provide monthly reporting on aggregate cap costs and projections. These reports should be submitted no later than four weeks after the end of the month. An annual contractual period billing summary for these cap costs must be submitted no later than 180 days after the end of the period.



# Exhibit A-1

RFP 24-006 Amended Scope of Work

The Parties acknowledge and agree that Exhibit A, entitled Section 5: Scope of Work, is amended as follows:

Section 5, Paragraph A., Medical Care, Sub-paragraph 1.1 is replaced in its entirety with the following terms and conditions:

## **1.1 Inmate/Resident Private Health Insurance**

During the screening process, the Healthcare Services Provider (hereinafter referred to as "Contractor" in this Exhibit) shall be responsible for seeking all necessary information to determine whether the inmate/resident has Medicare, Medicaid, or private health insurance. The Contractor shall include all insurance information for the inmate/resident in their healthcare record and shall provide the information to all off-site healthcare providers. It is the responsibility of the Contractor to submit claims for payment of off-site healthcare services to the inmate/resident's health insurance provider. At no time shall the OCJ and/or the OCJDC (hereinafter referred to as "County" in this Exhibit) be responsible for payment of and/or reimbursement of any bills/charges for off-site healthcare services that are covered by the inmate/resident's health insurance provider, regardless of whether the insurance provider is Medicare, Medicaid or a private health insurer.

Section 5, Paragraph A., Medical Care, Sub-paragraphs 12.0, 12.1, 12.2 are hereby replaced in their entirety with the following terms and conditions and sub-paragraph 12.3 shall become 12.1:

## **12.0 Off-site Healthcare Costs**

The Contractor is responsible for the timely management, coordination, review, auditing, adjudication, and payment of all bills related to off-site healthcare services regardless of annual cost.

The Contractor agrees to review, audit, adjudicate and pay all claims for off-site healthcare costs within ninety (90) days of its receipt of each claim and all necessary supporting documentation of the claim, including, but not limited to, medical bills.

In the absence of any applicable negotiated rates, Contractor agrees that it will not make payments for off-site healthcare services to off-site healthcare providers in excess of what is reasonable and customary in amount.

If the County, in the future, negotiates rates for certain off-site healthcare services with off-site healthcare providers (by way of example, Corewell Health), the Parties agree to enter into a written Amendment to this contract. That Amendment shall reference the negotiated rates for specified off-site healthcare services, and the Contractor agrees to implement and pay only those negotiated rates in the course of its duties to timely manage, review, audit, adjudicate and pay bills related to off-site healthcare services. The Parties further agree that an Amendment to this contract will contain any other terms necessary to effectuate and implement any negotiated rates that may be obtained by the County.

At no time shall the County be responsible for making direct payments to the off-site healthcare provider for off-site healthcare services.

If the Contractor's payment for off-site healthcare services to off-site healthcare providers exceeds \$75,000 annually, and those payments comply with the terms set forth in this exhibit, the Contractor may seek financial reimbursement from the County for the actual amounts paid by it in excess of \$75,000 annually. "Annually" means the annual (12 month) time period that starts when this contract is fully executed by both parties, which is when it is signed by both parties; if signed on different dates, the date of the last signature is when the contract is fully executed by both parties.

In no event shall the Contractor be entitled to reimbursement from the County for payments that exceed the contractually negotiated rate(s) (if applicable), or the reasonable and customary rate(s), whichever is lower. Moreover, when the payments by the Contractor to off-site healthcare providers, which comply with the requirements in this exhibit, are \$75,000 or less annually for off-site healthcare services, the Contractor is not entitled to reimbursement of any kind from the County for any of those payments.

When the Contractor seeks reimbursement from the County for the payments it made for off-site healthcare services, which are consistent with the requirements set forth in this exhibit, the Contractor shall also provide the County with proof of payment in whatever form desired by the County. The Contractor shall invoice the County on a monthly basis when it seeks reimbursement for payments of off-site healthcare services in excess of \$75,000 annually.

The Contractor agrees to submit to the County all claims for reimbursement of off-site healthcare services and all necessary supporting documentation, as defined by the County, within 60 days after a bill is paid by the Contractor.

For all payments made by the Contractor for off-site healthcare services, regardless of whether reimbursement from the County is sought and/or owed, the Contractor shall provide to the County monthly detailed statements/reports within thirty (30) days of payment of each claim. Those monthly detailed statements/reports shall be in a format desired by the County and will include, at a minimum, the patient(s) name, date(s) of service, amount(s) charged/billed, amount(s) paid, and the reason(s) why the full amount billed/charged was not paid, if applicable. The Contractor shall also provide an Explanation of Benefits form (EOBs) to the County for each reviewed, audited and adjudicated bill and payment.

The Contractor also agrees to provide to the County financial trends, details, and projected cost summaries for the remainder of the contract year.

Section 5, Paragraph C. Pharmacy Services, Sub-paragraph 1.1 is hereby replaced in its entirety with the following terms and conditions:

#### **1.1 Financial Responsibility of Pharmaceutical Services**

The Contractor is solely responsible for the payment and procurement of pharmacy services except pharmacy medications for HIV, Hepatitis C and MAT (hereinafter referred to as "Type I. pharmacy medications"). For Type I. pharmacy medications, the Contractor is responsible for their procurement but is entitled to financial reimbursement by the County for all reasonable and customary costs on the condition that the Contractor provides a detailed, monthly patient utilization report and proof of payment.

For pharmacy medications other than Type I. (hereinafter referred to as "Type II. pharmacy medications"), the Contractor is responsible for the payment and procurement of these pharmacy medications. If the Contractor's payment for Type II. pharmacy medications exceed \$125,000 annually, and those payments comply with the terms set forth in this exhibit, the Contractor may seek financial reimbursement from the County for only the amounts paid by it in excess of \$125,000 annually. "Annually" means the annual (12 month) time period that starts when this contract is fully executed by both parties, which is when it is signed by both parties; if signed on different dates, the date of the last signature is when the contract is fully executed by both parties.

Reimbursement by the County for Type II. pharmacy medications is also conditioned upon the following: the Contractor providing to the County monthly statements showing the running balance of the annual limit of \$125,000; proof of payment in whatever form desired by the County; and not paying in excess of the rate(s) referenced in the paragraph immediately below.

For all types of pharmacy medications, the Contractor agrees that it will not make any payment that exceeds the contractually negotiated rate(s) (if applicable), or the reasonable and customary rate(s), whichever is lower.

When payments by the Contractor, which comply with this exhibit, are \$125,000 or less annually for Type II. pharmacy medications, the Contractor is not entitled to reimbursement of any kind from the County.



## UNIT THREE: EXPERIENCE AND OPERATIONS SUMMARY

### a) Experience

VitalCore is organized and exists for the primary purpose of providing correctional healthcare services. VitalCore began on January 29, 2015 as Viola Riggin, LLC and the name was amended to VitalCore Health Strategies on January 22, 2018. VitalCore Health Strategies, LLC was born from a small business, Viola Riggin, LLC. However, Ms. Riggin had a vision. Her vision entailed bringing the industry of correctional healthcare and the treatment of institutionalized persons a better-quality business model which redefines the way healthcare is provided within corrections and other institutionalized settings.

VitalCore has quickly grown to become one of the largest correctional healthcare providers in the country, currently serving 81,000 incarcerated individuals at 136 facilities in 17 states across the country, with over 3,000 employees. This includes seven jail contracts in Michigan including Ottawa County, Kent County, Muskegon County, Saginaw County, Ingham County, Berrien County, and Lenawee County. Our experience in Ottawa County and throughout Michigan has given us tremendous insight into the labor market and healthcare delivery system in Ottawa County needed to ensure we can recruit and retain staff and ensure a quality healthcare program is provided in Ottawa County.

In addition to our work in Ottawa County and throughout Michigan, we currently provide service in many other contracts similar in size and scope to the Ottawa County contract. VitalCore provides a comprehensive program inclusive of medical, mental health (including substance use and addiction recovery services), dental, and pharmacy services. Our utilization management and quality improvement programs as further described in this response are unique to the correctional healthcare industry. Our staff possess experience and expertise in all facets of correctional healthcare, including clinical care, policies and procedures, nursing clinical guidelines, administration, and support.

Our company was formed to make a difference in the delivery of healthcare to inmates. We expect and deliver the highest quality of services to the inmates at reasonable costs. Our leadership staff are all very experienced in providing these services. Please see the attached Biographies and Resumes of our senior leaders that demonstrate the quality of our corporate leadership staff. Our corporate office is established in Topeka, Kansas. Oversight of the Harrison County contract is provided by Senior VP of Operations Shelly Viets who are onsite regularly to ensure contract compliance and client satisfaction are consistently achieved. VitalCore stands above other correctional health care companies through our approach and many special features. Our integrity is frequently cited by our current clients because we actually do what we say we will do. We formed this company to make a difference. We know how to deliver safe, high-quality healthcare at a lower cost.

One of the unique features of VitalCore is that our leadership team has literally hundreds of years of corrections and correctional healthcare experience. In addition, many of our competitors are



owned by private equity firms, whose primary focus is on the bottom line. VitalCore is owned by a few individuals with extensive experience in correctional healthcare, enabling us to focus on providing quality patient care. Our size enables us to give personal attention to each and every client. Ottawa County officials have the cell phone numbers of Shelly Viets and Health Services Administrator Taylor Wilson, and they are always available for a call. You will see our corporate resources on site early and often during the contract to ensure we are providing quality services and meeting all contract obligations. Our relatively small size, yet combined with our extensive personal experience, provides our clients with an excellent combination of quality service and personal attention.

VitalCore raises the bar. Good enough is never good enough for us. We do our best to deliver our best, which means we hold ourselves accountable for the results. Being accountable means using our resources with care and consideration. We recognize the incredible trust people place in our hands, and we treat it with incredible respect.

VitalCore does not obtain contracts for services and then walk away and assume that site staff are doing their jobs as expected. Our senior leadership team members, including Viola Riffin, CEO, are on-site frequently to ensure that operations are running smoothly. They communicate frequently with the leaders of the Sheriff's Office to determine any concerns you may have and then work to resolve those concerns. We are committed to performing our work the right way to ensure that our patients receive appropriate treatment.

### Leadership

VitalCore is led by our Chief Executive Officer, Viola Riffin. Ms. Riffin's education is in Health Services Administration. She has over 30 years of correctional healthcare experience and spent most of her career prior to starting VitalCore as the Health Authority for the Kansas Department of Corrections. In this role, she oversaw nearly every vendor in the industry at one time or another, taking best practices from each to implement as she decided to start VitalCore as a comprehensive correctional healthcare provider. VitalCore's Chief Operating Officer is Lorelei Ammons, PsyD. Dr. Ammons worked with Viola Riffin as the Director of Mental Health Services for the Kansas DOC for 20 years, overseeing the mental health component of the Kansas DOC system.

VitalCore is a very transparent and honest company. Our CEO Viola Riffin and COO Dr. Lorelei Ammons, as well as most of our executive team spent the majority of their careers in the public sector. We understand you have many constituents you serve and must be responsive to all of them. We know you need access to information to respond to them and we are here to share any and all information with you to

### Ownership Structure





enable you to monitor the contract appropriately. We will share all contract related information with Volusia County leadership as desired, including financials.

**This ownership model is different than any other ownership model at this major level in the industry! As a financially independent company we have the financial stability to skyrocket in the industry, while keeping us financially stable and safe, free from hedge fund owners, investment companies, and profiteers. We are a self-made company made up of correctional and community healthcare leaders. We are debt free, are beholden to no one except our clients, and have no self-imposed margin of profits to achieve. Our motto is that if we take care of the inmate population, take care of our employees, and take care of our clients, the money will manage itself, and it does! Leaving us to be one of the largest and most financially successful companies in the industry.**

We know that the corrections industry deserves well-run healthcare – and we’re here to make that happen. We’re caregivers and doers. We’re difference-makers and industry-disruptors. We’re people who are fueled by passion. At VitalCore, we come to work ready to do whatever it takes to care for our patients and better serve our partners by doing the right thing the first time. Our solution for an outstanding correctional healthcare model includes the following:

**CORRECTIONAL HEALTHCARE SERVICES:** We’ve gathered the industry’s brightest leaders to help us redefine the way correctional healthcare is delivered. We hire experience and commitment, then focus on continuous learning. Our benefits package exceeds industry standards. Hire. Train. Retain. That’s our philosophy. We’ve been where you are, so we know the value of a well-run system. Our patient-first approach ensures safe, high-quality care aimed at optimizing outcomes and mitigating risk. We focus on preventive care, outcomes-based behavioral services – and treating the whole patient. We’ve seen how preventive medicine leads to healthier patients, fewer risks, and lower costs. We put our energy where it matters most. We value smart cost management. Our years of boots-on-the-ground experience running institutions and leading oversight boards taught us how to manage a lean budget without sacrificing quality.

**TELEHEALTH:** The need for safe, quality healthcare never stops – and neither do we. At VitalCore, we offer on-demand, 24/7 access to top physicians, specialists, and medical consultants through our premier Telehealth Services. Our telehealth services ensure efficient, effective healthcare, no matter your location. We have Board Certified physicians available to provide telehealth services to Volusia County and partner with providers in the community to provide quality telehealth care. All the time. Everywhere.

**OVERSIGHT OF HEALTHCARE SERVICES:** Our decades of experience monitoring, mentoring, and managing health care services means that we have deep insight into the type of steady approach that results in prudent, safe processes. We understand the challenges inherent in overseeing complicated healthcare systems. Our partnership will help you assess the issue and determine the best solution. We believe in accountability and holding ourselves accountable, so we have integrated an added level of oversight within our system. At VitalCore, we’re so committed to



quality control that we've built in outside peer review for each contract. This innovative approach will help ensure strong oversight every step of the way.

**WE'RE ALL ABOUT TRANSPARENCY:** At VitalCore, we're straight shooters. Whether we're discussing costs or how to navigate a sticky situation, we speak openly, respectfully, and honestly. That's the VitalCore way.

#### MISSION, VISION, AND VALUES:

**Mission:** To establish a culture that recognizes the value of the patient, team member, and client through product and service excellence that results in the most positive clinical experience.

**Vision:** To redefine benchmarks for the industry utilizing core values, strong partnerships, effective clinical practices, and innovative healthcare strategies.

**RAISE THE BAR:** Good enough is never good enough for us. At VitalCore, we're constantly raising the bar – on ourselves, our work, and our expectations. We started this company to make a difference and that's what we do. We come to work striving to be our best self – and empower everyone we work with to be the same.

**THINK TEAM FIRST:** We do more than just work together: We support each other. At VitalCore, we have a team-first attitude. We approach every day and every task with the attitude that we're all working toward the same goal – to put patient needs first. We leave our silos and egos at the door. We celebrate our wins together, and we work on improvements together. That's what happens when you're powered by people who care.

**ALWAYS BE ACCOUNTABLE:** We do our best to deliver our best, which means we hold ourselves accountable for the results. Being accountable means using our resources – money and time – with care and consideration. We recognize the incredible trust people place in our hands, and we treat it with incredible respect.

**BE HUMBLE. BE HONEST:** We make decisions, and we act with humility and transparency. When you put patient needs first, there's no room for personal or corporate arrogance. There's only room for integrity. We're not afraid to have the tough talks because we know that we're all on the same team, trying to do our best and holding ourselves accountable for the results. That's what it means to work with and for VitalCore.





There are many things that set VitalCore apart from our competitors and we are confident a check of our references, particularly those that have had contracts with other correctional healthcare companies, will bear this out. The following are a few of the key differentiators unique to VitalCore.

#### Ownership Structure

The majority of correctional healthcare companies today are owned by large private equity companies and hedge fund investors. Their primary, and almost sole focus is to improve the bottom-line profitability as much and as quickly as possible. They may be looking to create as much value as possible in order to sell the company, most likely to another private equity company. **VitalCore is different.** VitalCore is owned by a very few individuals. They started the company to change the correctional healthcare industry, not to get rich. CEO Viola Riggins is the majority owner. VitalCore is not beholden to investors, stockholders, or ownership. We are accountable only to ourselves. This enables us to focus on providing good quality patient care and not the bottom line.

#### Personal Attention

The relative size of VitalCore compared to many of our competitors enables us to provide personal attention to each and every client. You will meet, know, and have contact information directly from our CEO, Viola Riggins. Our corporate staff will be onsite at the inception of the contract to ensure a smooth transition of services and then meet with you on a regular basis to make sure we are meeting all of our contractual obligations and you are happy with the services provided. CEO Viola Riggins and all of our executive leadership team is always only a phone call away.

#### Experience of Leadership Team

VitalCore's leadership team have nearly all made correctional healthcare their career. We have literally hundreds of years of corrections and correctional healthcare experience among our executive team. We have compiled the best of the best in the industry to lead VitalCore and provide direction to our team. Not only do we have experience in the direct delivery of correctional healthcare services, but our executive team, led by Viola Riggins and Dr. Lorelei Ammons, have extensive experience in overseeing correctional healthcare companies. In their roles for the Kansas Department of Corrections, Ms. Riggins and Dr. Ammons were responsible for the oversight of health services. In this role, they saw a number of correctional healthcare companies come and go by winning the contract and then losing it to another vendor. They saw the good, bad, and the ugly from each of them, and learned what works and what doesn't work in correctional healthcare in the process. This perspective gives VitalCore unique insight into how to build and manage a successful correctional healthcare program.

#### Focus on Patient Care

As indicated above, our ownership structure as well as our passion for correctional healthcare, and our desire to change the industry enable us to put a primary focus on patient care. With VitalCore, patient care and doing the right thing for our patients always comes first. No matter the cost. Our clinical programs, including our Quality Assurance/Performance Improvement



(QAPI) and Utilization Management Programs as described in this proposal, are unique to correctional healthcare. Our response to the COVID-19 pandemic was developed by the leading infectious disease experts in corrections and has become a model for the industry. Our goal is not just to provide quality care, but to bring community care to the correctional environment. The clinical systems we have developed, including our Nursing Clinical Guidelines and Policies and Procedures, provide the foundation for quality patient care. We then hire competent staff as a result of our competitive compensation, train, and re-train staff to ensure these clinical systems are carried out at the site level. At VitalCore, it's all about patient care!

#### Transparency

VitalCore is an open book. We share anything and everything with our client partners, including our financial results. Having been in your shoes, we understand what it takes to monitor a contract appropriately. We understand you have many constituents that are interested in the provision and cost of correctional healthcare. From your constituent agencies, local executive office staff, inmate families, inmate advocacy groups, etc., we know you get inquiries on a regular basis regarding our services. Our robust reporting capabilities and our transparent attitude ensure that you are able to respond to these inquiries with access to the appropriate information and on a timely basis. At VitalCore, you know what we know.

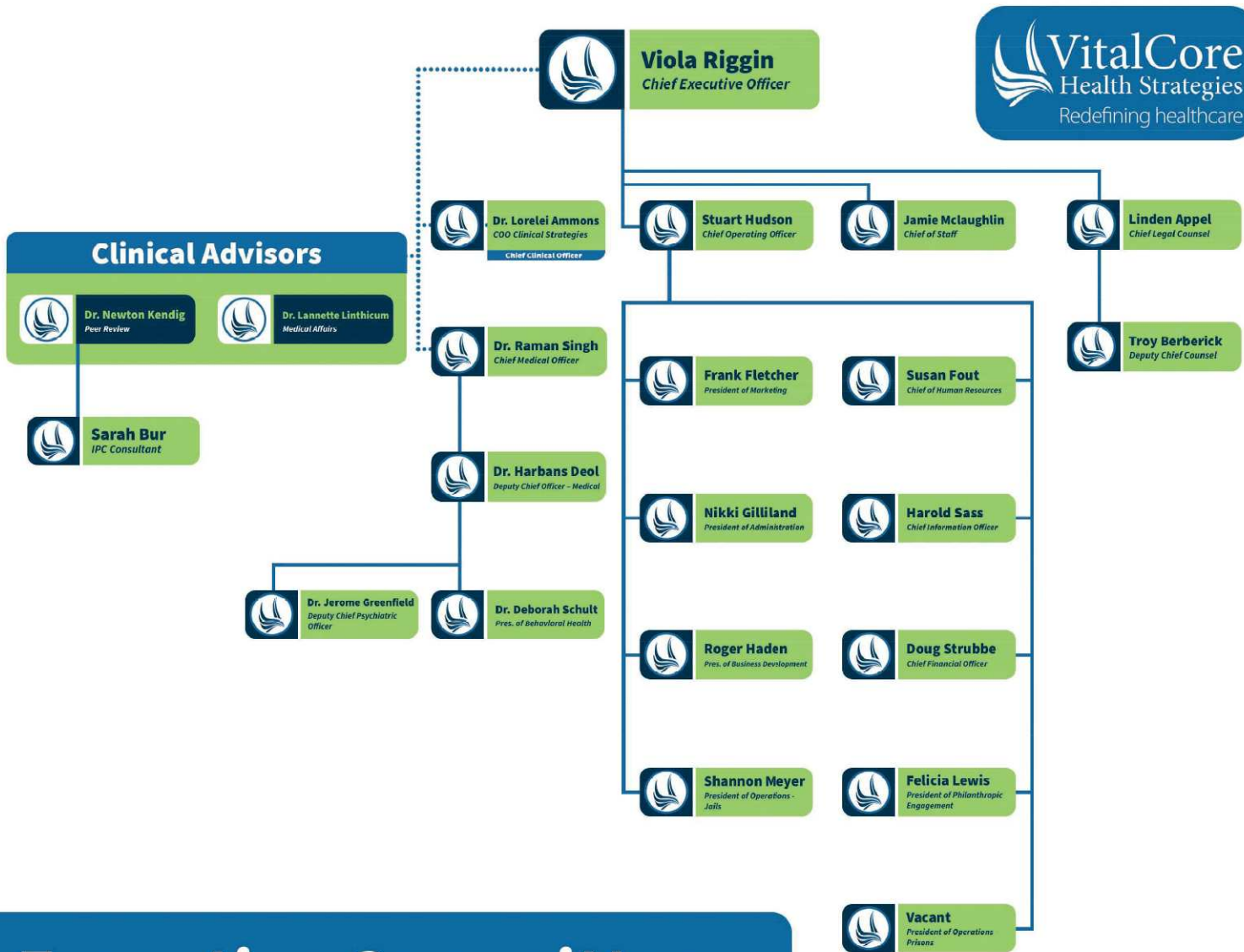
#### Organizational Structure

VitalCore has a diverse and experienced leadership staff who are positioned to achieve clinical healthcare with quality management principles engrained within the structure. At the helm of VitalCore's leadership is Viola Riggins as Chief Executive Officer, bringing over 32 years of correctional healthcare experience to the team.

No partner or individual that has any form of ownership in VitalCore practices clinically or provides direct patient care to patients. Our structure entails a one-of-a-kind oversight model built into our system for an additional layer of checks and balances. Our Utilization Management and Peer Review model ensures community-standard healthcare is provided. Our Corporate Medical Director sets the bar for our healthcare policies and processes and safeguards practices to guarantee American Correctional Association (ACA) and National Commission on Correctional Healthcare (NCCHC) practices are implemented for each facility. The Regional Medical Director works to ensure those processes are in place at the site and regional levels. The Site Medical Director directs all healthcare at the site level.

Our home office support staff includes Human Resource professionals to guide all recruiting and hiring as well as a strong Business Development department and a Staff Development Department to train new and retain current staff members. Our Finance and Accounting teams provide regular reporting for the facility. The VitalCore Information Technology department ensures all technology meets the requirements and needs of our corporate office and contract facilities.

The following page includes our corporate organizational chart.



# Executive Committee



### b) Current Contracts

As mentioned above VitalCore is currently serving 81,000 incarcerated individuals at 136 facilities in 17 states across the country, with over 3,000 employees. This includes seven jail contracts in Michigan including Ottawa County, Kent County, Muskegon County, Saginaw County, Ingham County, Berrien County, and Lenawee County. In addition, we have just started a statewide contract with the Michigan Department of Corrections on May 1, 2024, giving us further insight into the state and the requirements for a successful healthcare program in Ottawa County.

We have included a list of all of our current contracts as an attachment to this response in our Company Profile.

### c) Previous Contracts

VitalCore has had no contracts terminated in its six-year history of operations. VitalCore has only had six contracts that have concluded since our inception. Three of these were not awarded in a competitive bidding process, one reached the end of the initial contract term and VitalCore elected not to rebid the contract, one was intended to be a short-term contract, and one facility lost its contract with ICE and therefore the facility closed. The following is the requested information:

Contracting Entity:	Rio Arriba County Detention Facility
Nature of Contract:	Comprehensive medical, mental health, dental, and pharmacy services to a small county jail
Term:	10/1/2018 – 7/31/2021
Stage Contract Ended:	End of Contract
Reason for Ending:	Competitive bid (68 bed – too small to pay for 24-hour coverage)
Contracting Entity:	Hidalgo County Detention Facility
Nature of Contract:	Comprehensive medical, mental health, dental, and pharmacy services to a small county jail
Term:	10/1/2018 – 7/31/2021
Stage Contract Ended:	End of Contract
Reason for Ending:	Competitive bid (75 bed – too small to pay for 24-hour coverage)
Contracting Entity:	Grant County Detention Center
Nature of Contract:	Comprehensive medical, mental health, dental, and pharmacy services to a small county jail
Term:	10/1/2018 – 7/31/2021
Stage Contract Ended:	End of Contract
Reason for Ending:	Competitive bid (75 bed – too small to pay for 24-hour coverage)



Contracting Entity:	Pulaski County Detention Center
Nature of Contract:	Physician and Behavioral Health staffing to a small county jail
Term:	8/1/2019 – 7/31/2021
Stage Contract Ended:	Initial Term
Reason for Ending:	Facility closed
Contracting Entity:	Vermont Department of Corrections
Nature of Contract:	Comprehensive medical, mental health, dental, and pharmacy services on a statewide basis to 1,500 incarcerated individuals at 6 facilities
Term:	7/1/2020 – 6/30/2023
Stage Contract Ended:	End of Initial Term
Reason for Ending:	Initial contract term ended, VitalCore elected not to rebid
Contracting Entity:	Virginia Department of Corrections
Nature of Contract:	Comprehensive medical, mental health, and pharmacy services at 10 state facilities covering 13,000 incarcerated individuals
Term:	12/12/2021 – 10/24/2023
Stage Contract Ended:	Contract end date
Reason for Ending:	Contract was structured as a short-term 2-year contract

#### **d) Transition Plan**

VitalCore is the current contract for the Ottawa County Adult Jail and Juvenile Detention Center and therefore has not submitted a transition plan.

## UNIT FOUR: PROPOSED STAFF

### a) Capacity to Successfully Manage the Proposed Services

VitalCore's extensive experience in correctional healthcare helps inform our approach to staffing, which we see as an essential practice of health care. A strong staffing matrix will lead to the safe, effective, and efficient delivery of healthcare services. VitalCore will ensure that both the Ottawa County Adult Jail and Juvenile Detention Center maintain a written staffing plan that ensures the right number and type of health staff required to deliver care that is, at a minimum, consistent with current standards of care. The VitalCore Health Services Administrator will assess the plan annually to make sure it meets the evolving health needs of the population. VitalCore's staffing plans include backfill factors to ensure that there is staff available to utilize during staff absences and to prevent staff burnout.

### General Philosophy



VitalCore's general philosophy is to rely more heavily on RNs than LPNs in our proposed staffing. This is due to the increased education, training, and assessment skills of RNs vs. LPNs. We like to use RNs in the intake area as their assessment skills can help prevent emergency room visits and reduce liability for both the Sheriff's Office and VitalCore. While increased RN staffing does add

some up-front costs to the contract, VitalCore firmly believes this increase in cost will be more than offset with decreases in offsite costs, primarily ER visits, and improvements in the overall quality of care as well as reduced security costs to the Ottawa County Sheriff's Office associated with transporting inmates offsite. We also believe the use of RNs will result in overall increased quality of care and greatly reduces the potential for bad outcomes, resulting in reduced liability for both Ottawa County and VitalCore.

We have also found LPN recruiting to be extremely difficult in the Ottawa County area. A number of LPN schools have closed, and the number of RN candidates are much more prevalent than LPNs in the area.

Our team understands the importance of a strong staffing plan in ensuring the safe, effective, and efficient delivery of healthcare services. To achieve this, we will ensure that each facility maintains a written staffing plan that meets the current standards of care and we will regularly assess and update the plan to address the evolving health needs of the population.

VitalCore remains committed to quickly filling any vacancies to maintain full staffing. Our Staffing Plan proposal incorporates a relief or backfill factor, allowing us to provide coverage during staff absences and short-term vacancies. To accomplish this, we will hire PRN staff specifically trained for the Ottawa County Adult Jail and Juvenile Detention Center, ensuring they are ready to step



in as needed.

Our staffing plan eliminates the need for the use of agency or stat nursing services. However, in the case of a rare emergency such as a flu epidemic or staff walk off, due to our extensive presence in Michigan, we have other Michigan licensed nursing staff in our other contract sites who can travel to your facility to fill in and take over management. We also have a national nursing staffing company with whom we have an agreement for catastrophic staffing fill in. This company specializes in correctional nursing. We have not had to use this staffing to date, but this staffing is available 24/7 and has licensed staff who are trained in correctional nursing as their niche.

Our proposed staffing plan includes slight increases in staffing levels from our current contract for these services and currently provided. We have added nursing staff at the Ottawa County Adult Jail to ensure we have two staff members on site 24 hours per day seven days per week. This will ensure we have a nurse available to go to the booking area at all times to conduct the initial intake screening on newly booked incarcerated individuals. We have also then increased nursing coverage at the Juvenile Detention Center to include a full-time dedicated RN eight hours day five days per week and a RN on Saturday and Sunday for four hours each day. This will ensure timely response and treatment to the juvenile population seven days per week.

We have staffed the clinic to allow for backfill and coverage for vacation and sick leave allowing us to provide coverage essentially without overtime. Please refer to the backfill positions as detailed in our proposed staffing plan. Our plan allows us to physically have a minimum of one FTE backfill on site daily. This additional FTE allows flexibility in rearranging schedules and picking up overtime if it is necessary. This provides the facility with solid coverage and eliminates the risk of having to go without staff or using agency staff that have no training at your site. This plan also allows for us to have backfill for staff that are trained on the site, allows time for training days, and prevents burnout from overworking staff. We are confident that our proposed staffing plan will meet the needs of the Ottawa County Adult Jail and Juvenile Detention Center and enable us to provide quality patient care.

The following pages include our proposed staffing plans for the Ottawa County Adult Jail and Juvenile Detention Center.

## Ottawa County Adult Jail (ADP 300)

Position	FTE	Backfill	Hours	SCHEDULE							FTE SUM	Check vs Column B
<b>DAY SHIFT</b>		<b>0.10 of FTE</b>		<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>		
Administrative Assistant	1.00		40		8	8	8	8	8		1.00	TRUE
APRN	0.15	0.02	6					6			0.15	TRUE
Medical Director (Physician)	0.13	0.01	5						5		0.13	TRUE
Psych APRN	0.10	0.01	4				4				0.10	TRUE
Psych PA	0.10	0.01	4					4			0.10	TRUE
Director of Nursing	1.00		40		8	8	8	8	8		1.00	TRUE
Health Services Administrator	1.00		40		8	8	8	8	8		1.00	TRUE
Charge RN	2.10	0.21	84	12	12	12	12	12	12	12	2.10	TRUE
LPN	2.10	0.21	84	12	12	12	12	12	12	12	2.10	TRUE
<b>DAYSHIFT TOTALS:</b>	<b>7.68</b>	<b>0.47</b>	<b>307</b>	<b>24</b>	<b>48</b>	<b>48</b>	<b>52</b>	<b>58</b>	<b>53</b>	<b>24</b>	<b>7.68</b>	<b>TRUE</b>
<b>NIGHT SHIFT</b>		<b>0.1 of FTE</b>										
Charge RN	2.10	0.21	84	12	12	12	12	12	12	12	2.10	TRUE
LPN	2.10	0.21	84	12	12	12	12	12	12	12	2.10	TRUE
<b>NIGHT SHIFT TOTALS:</b>	<b>4.20</b>	<b>0.42</b>	<b>168</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>4.20</b>	<b>TRUE</b>
<b>TOTALS:</b>	<b>11.88</b>	<b>0.89</b>	<b>475</b>	<b>48</b>	<b>72</b>	<b>72</b>	<b>76</b>	<b>82</b>	<b>77</b>	<b>48</b>	<b>11.88</b>	<b>TRUE</b>
Backfill				Hrs/WK DAY = 475. = 11.88								

## Ottawa County Juvenile Detention Center (ADP 25)

Position	FTE	Backfill	Hours	SCHEDULE							FTE SUM	Check vs Column B
DAY SHIFT		0.15 of FTE		S	M	T	W	T	F	S		
Charge RN	1.20	0.18	48	4	8	8	8	8	8	4	1.20	TRUE
Medical Director	0.10	0.02	4		4						0.10	TRUE
Psych APRN	0.05	0.01	2					2			0.05	TRUE
<b>DAYSHIFT TOTALS:</b>	<b>1.35</b>	<b>0.20</b>	<b>54</b>	<b>4</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>10</b>	<b>8</b>	<b>4</b>	<b>1.35</b>	<b>TRUE</b>



**b) Job Descriptions**

We have included copies of job descriptions for each of the positions included in our proposed staffing plan as an attachment to this response. Proposed salary information for each position is also included in the staffing plans provided above. We are very familiar with the salaries necessary to recruit and retain quality staff as a result of our current contract in Ottawa County and other contracts in the area. We are confident that the salaries we have proposed will enable us to recruit and retain a full complement of staff.

Employee Benefits

VitalCore has a comprehensive employee benefit program that exceeds industry standards. We believe in investing in our employees, treating them well and minimizing the turnover of our staff. We ensure every employee receives a 2% increase after one year of service, 3% after two years of services, and 4% after three years of service. In the fourth year, the increases are rolled up into their new base salary and the process starts over again with a 2% increase in year 4.

For health, dental and vision coverage, VitalCore pays for 70% of the total premium for individual and family coverage and the employee is responsible for 30% via payroll deduction. We have successfully renewed our insurance plan for the past two years with no increase to our employees for their share of our health, dental, and vision benefits! We have three different levels of health insurance coverage and four tiers of premiums to ensure flexibility in our offerings and meeting the various needs of all of our employees. We have included our complete benefit guide that details the different levels of coverage, premiums, and out of pocket costs as an attachment to this proposal.

The following is a description of the benefits offered to employees.

**Healthcare Benefits –**

- Medical Plan
- Minimal co-pays for office visits & walk-in clinics
- Several plans to choose from with low and high deductibles
- \$50 gift card for employee and spouse completing annual health assessment
- Prescription Drug coverage with generic drugs covered at a \$3 to \$45 co-pay

**Dental Benefits –**

- Dental Coverage
- 100% Coverage for Preventive and Diagnostic Services
- 50% of orthodontic services for dependents under age 19

**Vision Benefits –**

- Coverage for Exam
- Lenses, Frames/Contact Lenses

**Accident and Cancer Policies –**

- Accident policy pays for covered benefits for off-the-job and on-the-job accidental injuries
- Cancer policy pays for covered cancer or 29 additional diseases

#### 401(k) Retirement Plan –

- Helps yourself save for retirement with pre-tax dollars
- VitalCore provides a contributory match of up to 2% to your account after one-year of employment or 1000 hours of service

#### Bereavement Leave –

All associates are allowed time off in the event of a death in their immediate family. The length of such leave will vary depending on the circumstances. All regular full-time associates will be allowed up to three (3) days' leave with pay. PRN and regular part-time associates will be granted time off without pay. For purposes of Bereavement Leave, immediate family includes spouse, children, grandchildren, brothers, sisters, parents, legal guardian, grandparents of associate or spouse and spouse's parents.

#### Family Medical Leave Act (FMLA) –

VitalCore will provide FMLA to its eligible employees. We provide the mandatory FMLA Notice upon hire and post required notices by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act at each contract site. Eligible employees qualify for up to twelve (12) weeks of unpaid leave, which can be taken on an intermittent basis.

#### Holidays –

VitalCore recognizes specific holidays each calendar year. Regular Full-Time employees are eligible for paid holidays (time off with pay). VCHS designates eight (8) paid holidays during the calendar year for eligible employees. When and if necessary, certain employees may be required to work on a holiday but will be given an alternative day off within the same week, if possible, or within the same pay period as the holiday falls. Paid company holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

#### Jury Duty –

If called to jury duty, the employee must submit the Court Notice and the Proof of Jury Duty to their manager and Human Resources. Time off to perform jury duty will be provided. VitalCore will pay for up to three (3) days of regularly scheduled time if an employee is out. Employees have the option to use accrued vacation or sick leave.



#### Military Leave -

Employees ordered to uniformed service on active-duty status will be granted a leave of absence for up to five years. Employees may be eligible for leave under the FMLA policy. It is the responsibility of the employee to provide your manager with notice of every leave before the leave begins. If advance notice cannot be provided due to extenuating circumstances, the employee must ensure notice is provided via emergency contact and/or family member as soon as possible. Employees in military service for more than 30 days are required to provide documentation that provides the discharge status and release date for the respective leave within two weeks from the end date of the leave. Employees in military service for 90 days or less will, upon return, be generally restored to the job he or she would have had if employment had not been interrupted by service. Ultimately, job assignment will be based on compliance with applicable law, availability, the employee's qualifications, as well as the business needs of the company.

#### Voting –

Employees will be excused with pay for such time as is reasonably necessary to vote in national, state, and local elections.

### **c) Staff Recruitment and Retention**

Regarding recruitment and retention of staff, VitalCore is different. We have developed an enhanced recruitment program and retention plan that includes competitive wages, tuition reimbursement, retirement benefits, excellent health insurance benefits, ancillary insurances, retention incentives, job enhancement programs, and training curriculum to ensure we can recruit and retain quality staff.

We believe that our employees are as important as every client. We believe our employees are also our clients, and that it is our responsibility to keep them well adjusted, provide for positive work schedules, provide a safe and clean working environment, and provide a wage that allows for stable, long-term investment in our company and in the entity they serve.

VitalCore maintains a very positive reputation for the treatment of our employees and for the quality of services we provide. Many times, our positions are filled through “word of mouth”; nurses talking to other nurses, etc. The Vice President of Operations will ensure that each Health Services Administrator continues to post the most common positions so that we will have staff ready to start when the need arises.

Our Core Values set us apart from other correctional healthcare providers as it relates to how we treat our staff and what it means to work at VitalCore. They include the following:

**TEAM CONCEPT** Although we praise and reward individual achievement, team success is priority and we will set aside personal ambitions to make sacrifices for the good of the team. We share ideas, opinions, and expertise openly within our Company as well as with our Clients. We believe that collaboration and participation in the decision-making process achieves the best results.



**HONESTY AND INTEGRITY** The highest standards of honesty and integrity will permeate our business decisions and actions. We provide an atmosphere of respect, fairness, and trust by treating others as we would like to be treated. We will conduct our business in a manner that promotes transparency, encouraging open and honest discussions between all parties.

**HUMILITY** We will not permit personal or corporate arrogance to dictate our decisions or impede progress towards success. We seek an accurate assessment of both our strengths and opportunities for improvement.

Employees want to work for VitalCore because we go out of our way to treat our employees with dignity and respect. We appreciate the work they do every day in a challenging environment, and we demonstrate our appreciation in many different ways.

We believe every employee of VitalCore deserves to make a living wage, regardless of the position they hold. The role of the Administrative Assistant is no less important than the role of the Medical Director. Each has a job to do and we appreciate them for the role that they play in the overall goal of providing quality patient care.

Our personnel policies include the following:

- Candidates for positions of Health Service Administrator, Director of Nursing, and Medical Director require pre-approval of Ottawa County.
- All VitalCore staff will be required to pass a criminal background check conducted by Ottawa County.
- Require and verify that all personnel are currently and appropriately licensed, certified, credentialed or registered, as necessary, in conformance with Michigan state laws and regulatory requirements. A personnel file will be established for each employee or subcontractor. Each employee's file will contain current licensure, registration and/or certification documentation.
- Develop and implement an orientation program that each staff member must complete within thirty (30) days of commencing employment.
- Provide all employees with a copy of VitalCore's personnel policies and pertinent Ottawa County policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents.
- Develop an employee grievance and resolution process that provides VitalCore staff with a confidential means to address work-related issues.



- Avoid the regular use of Agency, per diem, or traveler staffing to meet the staffing requirements of the Contract.

Although we see the recruitment of quality staff as everybody's job, VitalCore has six staff in our corporate office that are dedicated to the recruitment and retention of our staff. These individuals will be intimately involved in our recruiting efforts for the Ottawa County contract.

#### Turnover

VitalCore maintains a turnover rate of under 10%, which is extremely low when compared to the healthcare industry standard of approximately 25%. This speaks highly of our employee engagement programs as we are extremely focused on employee retention. This starts by paying a very competitive wage and offering an excellent benefit package and is further enhanced by some of the little things we do for our employees during nurses week, holidays, and just ad hoc to show our employees how much they mean to us and how much we care about them.

#### Equal Employment Opportunity

VitalCore provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

VitalCore expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated. Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Department.

VitalCore does not tolerate any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels they have been subjected to any such retaliation, they should bring it to the attention of the Human Resources Department. Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- Shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; or
- Denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.



Licensure/Certification

VitalCore staff who provide direct patient care, from nurses to psychiatrists, will be required to participate in a clinical review of their credentialing and background checks. A full credentialing packet appropriate to the license status will be maintained. We will ensure that all clinical staff are licensed in the State of Michigan. VitalCore will not hire any licensed clinical staff with restrictions on their licenses for any reason. All staff will adhere to the facility's security rules, regulations, policies, and procedures. VitalCore will provide information to Ottawa County regarding all key personnel and receive approval of staffing prior to hire.

Each Clinician will participate in our clinical performance enhancement program. The program ensures that each health professional's work is reviewed regularly by qualified professionals. The goal is to ensure healthcare professionals comply with both discipline-specific and community standards. The review will include an analysis of trends in the practitioner's clinical practice, providing a clear and accurate view of his or her work. Healthcare practitioners will then receive a confidential assessment of their work, including any opportunities for improvement.

**d) HIPAA**

VitalCore has extensive policies regarding compliance with HIPAA. All employees are trained on HIPAA requirements as part of their initial orientation and it is then also part of our required annual training. Our IT systems are all HIPAA compliant, including our Secure Telehealth System and CorEMR. We have a HIPAA Compliance Officer in our corporate office to ensure HIPAA compliance and he is available to provide advice and counsel to staff on any HIPAA related issues and questions.

VitalCore takes the security of our systems very seriously and our Chief Information Officer, Harold Sass, is constantly working on ensuring our systems remain safe and virus free. VitalCore has not had a security breach since the inception of the company.

**e) Emergency Contact Information and Process**

VitalCore will provide a list of emergency contacts, titles, office telephone and cell phone numbers upon award of the contract. This information will be shared with all relevant Ottawa County officials and updated regularly.

Emergency Response Plan

VitalCore's healthcare team works together and is trained and prepared to implement the health aspects of the emergency response plan. The roles and responsibilities of healthcare personnel are defined in the disaster management plan. Policies and procedures are developed and approved by the facility's administration and approved by the responsible health authority for healthcare services in the event of a human-made or natural disaster, or internal/external emergency or disaster. Procedures for the facility health services disaster plan are made known to all personnel through initial orientation and annual training services. The health services disaster plan will be practiced once by each shift on a rotating basis over a three (3) year period.



to assure prompt response to and close coordination with facility administration in the event of a human-made, natural, internal, or external disaster.

For training purposes, on a quarterly basis, VitalCore will collaborate and participate in conducting emergency preparedness drills at the Ottawa County Adult Jail and Juvenile Detention Center, including man-down drills and scenarios involving self-injurious behavior` and suicide attempts. During the emergency preparedness drills, the trainers will evaluate the correctional and medical staff response time to the emergency code and their preparedness for the emergency code (including, as appropriate, presence of an emergency bag, automatic external defibrillator (or AED), and cut-down tool). Additionally, the emergency preparedness drills will include role-playing for participants to practice the response to an emergency, including, for example, using a cut-down tool, rendering first aid, and performing CPR. VitalCore's emergency preparedness and Man-down drills will be practiced quarterly to address life threatening situations effecting one individual needing immediate assistance.

The components to VitalCore's Emergency Response/Disaster Management Plan include:

- Authorities and References
- Disaster Drills
- Facility Hazard Analysis
- Emergency Response Plan, including the following:
  - Responsibilities of Health Staff / Telephone numbers and procedures for
    - calling health staff and the community emergency response system;
  - Communications system;
  - Recall of key staff;
  - Assignment of Healthcare staff;
  - Establishment of a command post;
  - Safety and security of the infirmed incarcerated individual and staff areas;
  - Use of emergency equipment and supplies;
  - Healthcare records - identification of injured;
  - Procedures for Triage;
  - Predetermination of the Site(s) for Care;
  - Procedures for Evacuating Patients;
  - Alternate Back-Ups for Each Element; and
  - Timeframes for Response.
- Concept of Operation – Facility Operations Response as Related to Healthcare Response
- Drill Critique
- Coordination with Security Staff
- Emergency Response Training Program
- Quality Assessment Performance Improvement

VitalCore's emergency services plan is approved by the responsible health authority and facility administrator and includes:

- Responsibilities of health staff
- Procedures for triage for multiple casualties and materials
- Predetermination of the site for care
- Emergency transport of the patient(s) from the facility and Procedures for evacuating patients
- Use of an emergency vehicle
- Key Medical Contacts to include telephone numbers and procedures for calling health staff and the community emergency response system (e.g., hospitals, ambulances)
- Use of one or more designated hospital emergency departments or other appropriate facilities
- Emergency on-call physician, dental, and mental health services
- Security procedures for the immediate transfer of patients for emergency care
- Procedures for evacuating patients in a mass disaster
- Sexual assault response, care, and intervention according to PREA and SANE requirements
- Testing of incarcerated individuals, Ottawa County staff, and/or contracted employees as the result of exposure to an infectious disease including, but not limited to: TB, Hepatitis A/B, STDs, COVID, meningitis and/or HIV
- Potential Hazards
- Alternate backups for each of the plan's elements
- Notification to the person legally responsible for the facility
- Checklist for minimum contents for Medical Bag for use in all emergencies including large-scale emergencies
- Locations of facility Automatic External Defibrillators (AEDs)
- Location(s) of stretchers and gurneys for transport of ill/injured patients
- Medical staff roster, training, and instructions
- Timeframes for response are developed
- Emergency admissions to hospitals will be the responsibility of the designated facility Medical Director.
  - The facility Medical Director or on-call HCP will seek consultation regarding admissions and referrals with the Chief Medical Officer as needed.
  - The Utilization Management (UM) Coordinator will be notified of the emergency upon transport.
- Correctional and health care personnel will be trained in proper emergency transfer and security procedures that allow for immediate transfer.
- Prior arrangements with community hospitals for emergency care and hospitalization will be made; a Letter of Agreement, or written contract, stating the services provided will be retained on-site by the Health Services Administrator and with the UM Coordinator at the Corporate Office.
- When the HCP, QBHP, or Dentist is out of the immediate area (i.e. vacation or conference) coverage will be maintained with another HCP, QBHP, or Dentist.
- An on-call list of HCPs, Dentists, QBHPs and Nursing will be posted at the nursing station with home, cell phone and pager numbers.
- Emergency medical transportation and services will be provided, utilizing community emergency ambulance services or facility vehicles with correctional officer transport for non-emergent services.
- Notification shall be made to the HCP on call for admitting or discharge orders on patients in the



facility's infirmary or emergency room after regular working hours.

- The Nursing staff on duty notifies the security shift supervisor of the emergency and of the HCPs transfer orders.
- Patients sent off-site for emergency services require medical clearance by the HCP to return to population upon return. A follow-up plan documented in the health care record is also necessary.
  - After hours, this clearance is through the on-call HCP or the Site Medical Director, or their designee.

First aid kits are maintained in designated locations as approved by facility administration. Contents of the First Aid Kits are approved by the Health Services Administrator and include Personal Protective Equipment. Medications are not stored in the First Aid Kits. First Aid Kits are inspected monthly, and the inspections are documented within the First Aid Kits.

Nursing Response to a Medical Emergency includes the following:

- Nursing staff will respond to all medical emergencies with the AED, the ER bag (which will include oxygen) and the means to transport the patient back to the clinic, if necessary.
- Clinic AEDs will be checked daily to assure that the AED is operable by designated nursing staff.
- ER Bags will be checked every shift to assure the seal is intact by designated nursing staff.
  - If the seal on the ER bag is not intact or after a medical emergency, the contents of the bag must be inventoried for completeness
  - Monthly inventory check of the ER bag is mandatory. The person checking the equipment as ready for the next emergency will initial all checks on the appropriate form.
  - It is the responsibility of the person checking the ER bag to replace any used or missing items, send in work orders for non-working equipment and to inform the Health Services Administrator of any problems or issues with items in the bag.
- Minimum ER Bag Inventory: The minimum ER Bag Inventory shall be determined by the Site Medical Director and Health Authority. A content list developed and signed by the Site Medical Director and the Health Services Administrator shall be maintained in the Bag and checked every shift.

A complete copy of our emergency response plan has been included as an attachment to this proposal.



**UNIT FIVE: PROGRAM DELIVERY****a) Overview of Actual Services Delivered**

VitalCore understands that the Ottawa County Sheriff's Office and the 20<sup>th</sup> Circuit Court are seeking a vendor to provide comprehensive healthcare services, including all medical, mental, and healthcare services to inmates at the Ottawa County Jail (OCJ) and residents at the Ottawa County Juvenile Detention Center (OCJDC). We further understand that one contract will be awarded for both facilities.

VitalCore has been providing medical and psychiatric services at the OCJ and OCJDC since June 1, 2019. Since this time, we have fine-tuned correctional healthcare standards of practice and processes at the facilities. If awarded the new contract, VitalCore will continue to provide and coordinate all healthcare services. We will ensure full compliance with standards set by the National Commission on Correctional Healthcare (NCCHC), the American Correctional Association (ACA), the Michigan Department of Corrections Jail and Juvenile Standards and County Jail Standards. VitalCore understands that we will be responsible for providing comprehensive healthcare services to inmates and juvenile residents committed to the physical custody of the Ottawa County Jail and the Ottawa County Juvenile Detention Center.

VitalCore has provided descriptions of our services and cost containment programs throughout our responses in this proposal. We will continuously work to improve the standard of care provided to patients while reducing costs for the County.

VitalCore understands that all sections contained in the Scope of Work apply to both the OCJ and OCJDC unless specifically identified in each section. We will ensure that our proposed healthcare program meets the specifications of this RFP.

**A. Medical Care****VitalCore's Response:**

VitalCore understands that the OCJ and OCJDC are not responsible for injuries sustained to inmates and residents prior to booking. We will ensure that medical staff evaluates each individual for illness and injury prior to booking. Individuals who cannot be admitted for medical reasons will be referred and transferred to the appropriate provider. VitalCore acknowledges that once the inmate/resident has been accepted for booking he/she will be the financial responsibility of VitalCore. We will ensure that health concerns and issues are identified early and that the appropriate care and treatment is provided to each individual throughout their stay at the OCJ or OCJDC.

**1.0 Intake Evaluation/Receiving Screening****VitalCore's Response:**



VitalCore maintains a comprehensive receiving screening policy that addresses each item listed in this subsection. We have already adapted this policy and its associated forms to be site-specific for the OCJ and OCJDC as well as compliant with all current Michigan Department of Corrections Administrative Rules for Jails and Lockups Health Screening. VitalCore will continue to review and update our intake screening policy, procedure, and form as necessary to ensure that all Federal, State, and local standards are met.

VitalCore understands the importance of a comprehensive and timely receiving screening process. Registered Nurses will conduct receiving screenings to accurately identify and appropriately address all health concerns and conditions. VitalCore understands that receiving screening is a critical component to fully understanding an individual's medical and mental health needs and ensuring that those needs are met effectively and efficiently. When health concerns are detected early, poor clinical outcomes are avoided through timely and appropriate treatment of the condition or illness.

#### OCJ

VitalCore will ensure that qualified medical staff are available to the intake area 24/7 to provide timely receiving screenings for all incoming inmates.

#### OCJDC

VitalCore understands that in the absence of a nurse on duty, the Juvenile Detention Officer (JDO) will complete a medical intake screening form. We will ensure that a Registered Nurse completes a full receiving screening on each resident booked the night prior as soon as possible.

VitalCore has provided individual responses to subsections 1.1 – 1.4 regarding Intake Evaluations/Receiving Screenings. Please note that we have summarized the County's wording in black font followed by VitalCore's Response in blue font.

### **1.1 Inmate/Resident Private Health Insurance**

#### **VitalCore's Response:**

VitalCore will determine if an individual has Medicare, Medicaid, or private health insurance during the receiving screening process. We will document all information on insurance as part of the health record. We will ensure that insurance information accompanies patients to off-site appointments and is provided to off-site care providers as appropriate.

### **1.2 Pre-Admission Health Care Screen**

#### **VitalCore's Response:**

VitalCore will ensure that medical staff assess injured or seriously ill inmates/residents prior to admission into the facility through our Pre-Admission Health Care Screen. This will ensure that all emergent or urgent medical, dental, and/or mental health care needs are met. Patients requiring off-site medical or mental health care will be referred to the nearest hospital/emergency department.

VitalCore will ensure that there is a streamlined process to be followed if an inmate or resident is rejected for booking into the OCJ or OCJDC for medical or behavioral reasons. Medical staff will utilize proper triage protocols to accurately determine when a patient requires off-site services prior to admission. We will coordinate transportation services to ensure quick and safe transportation of patients to the appropriate facility. Once the patient has been cleared by the outside facility for admission, we will perform a receiving screening with disposition of the individual appropriate to the findings of the receiving screening.

### **1.3 Release of Information**

#### **VitalCore's Response:**

VitalCore will ensure that all newly booked inmates/residents sign a Release of Information (ROI) for continuity of care purposes. We will ensure that previous records are reviewed by the appropriate health care staff.

Additionally, medications will be verified and continued, as clinically appropriate, as part of the intake process. VitalCore will utilize the following medication verification process.

- During the initial health screening we identify anyone on medications.
- We ask what pharmacy they get their medications filled.
- Medical staff call the pharmacy and fill out the Medication Verification Form.
- This is then printed out to review with the provider.
- Once approved it is ordered through CorEMR as "Starter Stock."
- We receive the medications from Contract Pharmacy Services (CPS)
- Medications are checked in through CorEMR.

### **1.4 Timely Completion of Receiving Screening**

#### **VitalCore's Response:**

VitalCore will ensure that a receiving screening is conducted for all adult inmates at the OCJ as soon as possible, but always within four (4) hours after admission. We understand that penalties may be incurred if the receiving screening is not completed within four (4) hours.

### **2.0 Initial Health Assessment**

#### **VitalCore's Response:**

VitalCore will provide an initial health assessment to all inmates/juveniles at the OCJ and OCJDC. As the incumbent provider, VitalCore has aligned our policy and procedure regarding initial health assessments to meet the needs of the OCJ and OCJDC. We will continue to review and update this policy and procedure throughout the term of the new contract to ensure that the County's requirements are met and that the patient population at both facilities is provided with timely and accurate health assessments.



OCJ

VitalCore will provide all inmates with a comprehensive health assessment as soon as possible but no later than 14 days, with a target time of 10 days. Additionally, health care staff will provide medical clearance for all kitchen work-aids within 48 hours of receipt of the inmate from the facility classification department.

Healthcare staff will complete tuberculin skin testing as part of the initial health assessment. STD testing will be offered to women younger than 35 years old, men younger than 30 years old, and all pregnant females for chlamydia, gonorrhea, and syphilis.

VitalCore will ensure that health assessments include all specifications listed in this subsection. The initial health assessment will be conducted by a qualified health care professional (Physician, APRN, PA, or specially trained RN). Our policy complies with all NCCHC, ACA, and PREA standards. We will further ensure that Michigan State standards are met as well.

OCJDC

VitalCore will complete all initial health assessments for juvenile residents within seven (7) days of arrival in the facility. Health assessments will include all items listed in this subsection. A qualified health care professional will perform all health assessments in accordance with all applicable standards.

VitalCore will ensure that immunization records are obtained and updated as clinically indicated for all juveniles.

Additionally, VitalCore will work with the Public Health Authority to receive approval of the standard health screening form. This form will include inquiry, observation, and medical disposition in accordance with the Michigan Division of Child Welfare Licensing.

### **3.0 Non-Emergency Health Care Requests/Sick Call**

**VitalCore's Response:**

VitalCore will ensure that all inmates and residents are provided the opportunity to submit oral or written health care requests daily.

OCJ

VitalCore understands that it is preferred that inmates utilize the tablet/kiosk system to facilitate non-emergency health care requests, but that requests may also be submitted orally or via written paper. VitalCore will ensure that all such requests are reviewed and prioritized daily by a qualified health care professional. Health care requests will be entered into the CorEMR system for tracking and reporting purposes.

Nursing staff will triage all health care requests on a daily basis within 24 hours of requests being picked-up. Nurses will utilize proper triage protocol to determine the severity of the complaint. Requests will be categorized as routine, urgent, or emergency. Patients will be seen according to



clinical priority. It is VitalCore policy that all patients are seen by a qualified health care professional within 24 hours of the receipt of health care request. Urgent and emergent health care requests will be addressed immediately.

Registered Nurses will utilize VitalCore's Nursing Clinical Guidelines to make timely assessments of patients during the clinical encounter. These guidelines are disease specific and include prompts in the form of questions to ask for the history, physical exams to be performed, and actions to be taken. Warning alerts will be on the protocols indicating conditions or vital signs where a qualified health care provider must be notified. Nurses will provide first-aid, nursing care, and medications as clinically appropriate and within their scope of practice. Referrals for provider follow-up will be made as necessary.

VitalCore will ensure that all inmates are able to submit healthcare requests. If an inmate needs assistance submitting a medical request, we will provide support, including translation services and accessibility options.

#### OCJDC

VitalCore understands that juvenile residents will utilize a paper sick call request form for medical, mental health, or dental sick call. Health care staff will integrate each request into CorEMR for tracking and reporting purposes.

Health care requests will be picked up daily. A registered nurse will triage and prioritize these requests as routine, urgent, or emergent. Patients with routine requests will be seen by a qualified health care professional within 24 hours, while urgent and emergent will be addressed immediately. Registered nurses will utilize VitalCore's Nursing Clinical Guidelines to make assessments. Nurses will provide first-aid, nursing care, and medications as clinically indicated and within their scope of practice. Referrals to providers will be made as medically necessary.

VitalCore will provide support to residents who need assistance submitting a medical request. This will include translation services and accessibility options.

VitalCore has provided individual responses for subsection 3.1 and 3.2 in the following paragraphs. Please note that we have summarized the County's wording in black font, followed by VitalCore's response in blue font.

### **3.1 Compliance Tracking Report**

#### **VitalCore's Response:**

VitalCore will provide a compliance tracking report to the County on a monthly basis. This report will include the data metrics listed in this subsection. If the County requests additional information, we will adjust the report to include such information. VitalCore is committed to transparency and communication with our County partners. We will submit any report that the County requests.



### **3.2 Physician Sick Call**

#### **VitalCore's Response:**

VitalCore will ensure that patients referred to a physician by nursing staff are seen in a timely manner through Physician Sick Call. It is VitalCore's policy that any patient presenting with the same complaint three (3) times will be referred to the Health Care Practitioner (HCP) as indicated. We will refer any individual to the HCP at any time as clinically indicated.

VitalCore will ensure that all emergencies are addressed quickly and effectively. We will ensure that there is a provider on-call 24/7 to address emergencies after hours and provide support and guidance to the site staff. Additionally, VitalCore already has an established Medical Emergency Response Plan that has been developed for the Ottawa County facilities. We will continue to update this plan as needed to ensure that medical emergencies are handled safely and appropriately.

### **4.0 Nursing Services**

#### **VitalCore's Response:**

VitalCore will ensure that Registered Nursing coverage is sufficient to meet the specifications of this section. The medical housing area will have adequate nursing coverage at all times for the OCJ. Registered Nurses (RNs) will be available to conduct receiving screenings in a timely manner, as described in our response to subsection 1.0. RNs will conduct Initial Health Assessments as described in our response to subsection 2.0. Nursing staff will conduct med passes according to established protocols to ensure safe and accurate medication administration. Nurse sick call will be held daily with a face-to-face encounter occurring within 24 hours of receipt of health care request. VitalCore will ensure that the nursing staff are thoroughly trained in emergency response protocols to ensure timely response to medical needs and emergencies. Nurses will utilize VitalCore's Nursing Clinical Guidelines that have been designed to enhance physician care. Nurses can refer patients to a physician, psychiatrist, or dentist at any time.

VitalCore will ensure that nursing staff are thoroughly trained and confident in their roles and responsibilities within the OCJ and OCJDC.

### **5.0 Acute and Chronic Care / Specialty Services of Care**

#### **VitalCore's Response:**

VitalCore will continue to provide chronic care services to inmates and residents at the OCJ and OCJDC. We understand that identifying individuals with chronic diseases as soon as possible results in a healthier population with better outcomes.

Individuals with chronic diseases and/or special needs will be identified at intake screening, the initial health assessment, as a result of routine laboratory studies, and/or through sick call. Patients will be scheduled for an appointment with the Health Care Practitioner (HCP) and in the Chronic Care Clinic. If the patient requires immediate care, nursing staff will immediately contact



the HCP and provide care as clinically indicated. Patients with chronic conditions will be seen on a regular basis at a frequency determined by the HCP.

Each chronic care patient will have an individualized treatment plan that will:

- Be initiated by the HCP at the initial chronic care visit.
- Be updated at each follow-up visit.
- Be based on an assessment of the individual's needs.
- Include:
  - Short and long-term goals
  - Referrals for additional services

VitalCore will ensure that documentation of chronic care in the health record confirms that providers are following chronic disease protocols and special needs treatment plans as clinically indicated. Treatment and care will be closely monitored throughout each individual's stay at the OCJ or OCJDC. VitalCore will ensure continuity of care for each releasing patient by connecting the patient with community resources and providers.

This process will include care for all diseases listed in this subsection including wound care and obstetrics. We will provide chronic care services through on-site clinics as well as telemedicine when reasonably possible. As the incumbent provider, VitalCore has adapted our corporate chronic care policy to meet the needs of the patient population at the OCJ and OCJDC. We will continue to update this policy and procedure as necessary to meet the evolving needs of the County. We will also ensure continued compliance with national clinical practice guidelines for chronic diseases.

VitalCore has provided individual responses to subsections 5.1-5.3 regarding specialty services. Please note that for each of these subsections, we have summarized the County's wording in black font, followed by VitalCore's response in blue font.

## **5.1 Off-Site Specialty Services**

### **VitalCore's Response:**

VitalCore will coordinate off-site specialty appointments when clinically appropriate. Our Utilization Management and Review process will ensure that patients are sent off-site only when medically necessary. Off-site appointments will be scheduled in a timely manner such that the health of the inmate or juvenile is not adversely affected. We will coordinate off-site services for each item contained in the bulleted list in this subsection.

VitalCore will coordinate and plan for the transportation of inmates/residents to ensure timely and safe transfer of patients to off-site locations. We will utilize off-site providers and agencies with which we have established relationships and that are mutually agreed upon between VitalCore and Ottawa County.



VitalCore understands and agrees that the name and location of such facilities, and the dates and times of appointments shall not be shared with inmates/residents or their families or friends for security purposes.

When patients are referred to the local hospital, VitalCore will arrange for secure hospital rooms to ensure the safety of the individual. VitalCore understands that the Medical Director may authorize the use of additional off-site specialty care facilities when clinically beneficial or to avoid an interruption in continuity of care.

VitalCore's Utilization Management and Review process will ensure that patients are sent to the appropriate provider as medically necessary. The Site Medical Director will approve all off-site specialty referral requests. Providers will be trained to carefully triage the need for off-site services. VitalCore has found that when everyone is working together towards the same goals: providing quality standards of community care while being mindful of the need to justify services, we achieve excellent results.

## **5.2 Prenatal Care and Delivery**

### **VitalCore's Response:**

VitalCore will continue to provide prenatal care according to accepted prenatal guidelines through specialty care clinics. Prenatal care will include all items contained in the bulleted list in this subsection. We will ensure that there is availability of comprehensive obstetrical care for normal and high-risk pregnancies. Each pregnant patient will receive an individualized treatment plan that will include level of acuity, nutrition, medications, housing, and safety precautions.

VitalCore will immediately notify the OCJ or OCJDC staff when a pregnant patient goes into labor. Referrals to the community hospital will be made for delivery. VitalCore will ensure that emergency delivery kits are available on-site for emergency deliveries. We understand that we will not be responsible for medical costs associated with the medical care of any infants born to inmates or residents.

## **5.3 Therapeutic Diets**

### **VitalCore's Response:**

VitalCore will work with the food services manager to provide therapeutic diets in accordance with Mich. Admin. Code R 791.720. We will ensure that requirements a-d are met. Our site-specific policy and procedure regarding therapeutic diets has been developed to meet these requirements. We will continue to review and update this policy throughout the term of the new contract to ensure that patients receive clinically appropriate diets according to prescriber order.

Therapeutic diets will be ordered by the responsible provider and will include type of diet, duration of diet, and any special instructions. Diets will be reviewed and renewed, as appropriate, on a quarterly basis. Medical diets will be updated as needed to ensure that patients receive the nutritional requirements consistent with their medical needs.



VitalCore will ensure that diet request forms are made available to all inmates/residents. Pregnant or lactating women will be provided a balanced, nutritious diet approved for pregnancy by a physician.

## **6.0 Women's Health Care**

### **VitalCore's Response:**

VitalCore acknowledges the gender differences in the etiology and expression of healthcare needs. VitalCore recognizes the importance of trauma informed treatment, particularly for the female population. During the assessment and diagnostic process, VitalCore's practices reflect this stance in its inclusion of trauma specific assessment tools and gender-informed care in the treatment planning and intervention recommendations. Our treatment model includes a harm-reduction model, which incorporates addressing issues related to trauma and violence, motivational aspects, and gender informed best-practices.

VitalCore will screen for history of sexual and physical trauma following age-appropriate screening guidelines, during the receiving screening and initial health assessment. Additionally, we will provide STD screening as well as breast and cervical cancer screening. Health and mental health care staff will be trained to provide gender-appropriate, age-appropriate medical treatment and counseling for all female inmates/residents.

## **Ancillary Services**

### **VitalCore's Response:**

VitalCore will continue to provide for all laboratory, x-ray, and diagnostic services through subcontract agreements. Under the current contract we have agreements with LabCorp and TridentCare for laboratory and mobile x-ray services, respectively. VitalCore will continue to utilize these companies, subject to the approval of Ottawa.

VitalCore understands that diagnosis and treatment requiring the specialization services listed in the following subsections must be sufficient to provide emergency care and routine care for inmates and residents. We have provided individual responses to subsections 7.1 – 7.5 to ensure that we continue to meet the County's requirements throughout the new contract term.

## **7.1 Radiology**

### **VitalCore's Response:**

VitalCore will continue to provide timely on-site radiology services through TridentCare. These services will include x-ray, mammogram, and ultrasound services. X-rays will be taken by a registered technician and interpreted by a board-certified radiologist within 24 hours with a written report sent to the facility within 48 hours of being read. All results will be reviewed and signed by the responsible physician or mid-level provider with documentation of follow-up care to be provided.

VitalCore understands that we will be responsible for the cost of x-ray services as well as all related supplies.

## **7.2 Diagnostics**

### **VitalCore's Response:**

VitalCore will continue to provide for all EKG/ECG, PT INR, wound care, and other diagnostic services at the OCJ and OCJDC. We will provide and maintain all associated equipment and supplies to ensure timely and accurate diagnostic services at the facilities. Interpretations and reports will be provided in a timely manner and in accordance with established guidelines.

## **7.3 Laboratory Testing**

### **VitalCore's Response:**

VitalCore will continue to provide on-site laboratory services through our subcontract with LabCorp. Qualified health care professionals will perform specimen collection with timely pick-up and testing of such specimens by LabCorp.

The responsible physician will review and document all laboratory results in accordance with NCCHC and ACA standards. The on-call provider will be notified immediately of all STAT lab reports and abnormal findings. All results will be reviewed and signed by the responsible physician or mid-level provider with documentation of follow-up care to be provided.

## **7.4 Legal Blood Draws**

### **VitalCore's Response:**

VitalCore understands and agrees with the language of this subsection.

## **7.5 Chain of Evidence**

### **VitalCore's Response:**

VitalCore does not conduct evidence collection of any type. This is to ensure that the therapeutic relationship between health care professionals and the patient is maintained. VitalCore will subcontract with an independent professional to conduct such collection.

## **8.0 Infirmary Care**

### **VitalCore's Response:**

VitalCore understands that Ottawa County does not have an infirmary. We will provide as much care as possible on site within the scope of the facility. Patients that require off-site infirmary level care and observation will be sent off-site to the local hospital.



## 9.0 Emergency Services and Treatment

### **VitalCore's Response:**

VitalCore will continue to provide 24/7 emergency medical services to ensure the safety and wellbeing of each patient. We will coordinate emergency transportation through Facility departmental vehicles or through Emergency Medical Services, as clinically appropriate. VitalCore understands that the cost of such transportation will be the financial responsibility of the County.

VitalCore has a comprehensive medical emergency response plan that has been adapted for the OCJ and OCJDC. This plan includes site-specific protocols for each facility to ensure swift and organized response to emergency situations. We will continue to update this plan as needed throughout the term of the new contract. VitalCore staff will be trained to respond to medical emergencies according to established protocol.

Healthcare staff will respond to emergency situations as quickly as possible with a target time of four (4) minutes. They will bring the Emergency Response Bag to all emergency situations as well as an AED. The respondent(s) will provide first aid at the patient's location and the site medical staff will have the authority to activate emergency medical services if needed.

VitalCore has provided more information regarding our emergency response plan in our response to the next subsection.

## 9.1 Medical Emergency Response Plan

### **VitalCore's Response:**

VitalCore's Emergency Response Plan will include communication and coordination between VitalCore and the County to ensure the specifications of this subsection are met.

VitalCore has established site-specific policies and procedures concerning emergency transfer of inmates and juvenile residents in coordination with OCJ and OCJDC policy and procedures. We will always work with facility staff to ensure the safe and timely transportation of patients in emergency situations.

VitalCore will continue to provide 24/7 provider on-call coverage. The on-call physician or mid-level provider will be contacted in emergency situations to provide guidance to site staff.

VitalCore will provide emergency treatment to corrections personnel, visitors, and volunteers who become injured or ill while at the facility. Treatment will consist of stabilization and referral to a personal physician or local hospital.

## 10.0 Special Medical and Mental Health Treatment Plans

### VitalCore's Response:

VitalCore believes that each individual has treatment nuances that are specific to the individual's medical and/or mental health condition. Individualized treatment plans will be reflective of these nuances. These plans will be developed by the responsible physician and/or mental health provider for patients requiring close medical supervision, including chronic and convalescent care. Patients with special needs will be seen on a regular basis to monitor health status and update treatment plans as needed.

Individualized treatment plans will include short- and long-term goals and be based on an assessment of the individual's needs. Treatment plans will also include directions to health care staff and other personnel regarding their roles and responsibilities in the care of the patient.

VitalCore will ensure that disability aids are well-maintained. We will promptly respond to maintenance requests by disabled patients. We will provide auxiliary aids, services, and accommodations in a timely manner.

Special security concerns will be noted and communicated to security staff. VitalCore will always maintain open and clear communication regarding patients' special needs with facility staff.

VitalCore will ensure that health care counseling, such as pre and post HIV testing will be performed by certified counselors.

## 11.0 Hospital Care

### VitalCore's Response:

VitalCore has established agreements in place with Holland Hospital and Corewell Health – Zeeland Hospital for the provision of routine outpatient and inpatient services. We will continue to utilize these hospitals to ensure that the healthcare needs of the inmates and residents are met throughout the new contract term.

VitalCore will coordinate all patient transports to the appropriate community hospital with facility staff. We will collaborate with security staff to determine the appropriate conditions of transportation and necessary security precautions.

VitalCore has provided individual responses to subsections 11.1 – 11.6 regarding hospital care and services. Please note that we have summarized the County's wording in black font followed by VitalCore's response in blue font.



## 11.1 Utilization Management and Review

### VitalCore's Response:

VitalCore will manage all inpatient and outpatient hospital services through our Utilization Management and Review process. VitalCore takes a different approach to Utilization Management and Review than many of our competitors. We believe that our approach greatly mitigates risk to the County and to VitalCore while saving money through reduction of the need for off-site services. With our system, when a site provider determines a need for off-site services, the provider will complete a Utilization Management Off-Site Referral Request through the electronic medical records system. The provider is required to justify the need for the service on this form. The form is then reviewed and approved by the Site Medical Director.

For this system to work, we first ensure that all of our providers are trained to carefully triage the need for off-site/specialty services. We then place our trust in the providers and ultimately in the review and oversight by the site's Medical Director. VitalCore has found that when everyone is working towards the same goals: providing quality standards of community care while being mindful of the need to justify services, we achieve excellent results. Of course, when emergency services are needed and there is no time to complete the referral prior to sending an inmate offsite to an emergency room, the process is completed after the fact. VitalCore staff will schedule and coordinate all hospital services efficiently through this system.

When an individual is hospitalized for necessary care and/or in an emergency, VitalCore will begin tracking the hospitalization in our new Utilization Management software titled CoreCare. This software is an excellent system that will track date of entry, diagnosis, anticipated length of stay, status, daily case management notes, date of receipt of invoice, date of verification of charges of invoice, date forwarded for payment, and date paid. The new software program is so unique and effective that VitalCore has applied for a patent on the product.

VitalCore will designate a site Registered Nurse to serve as the Case Manager for each hospitalized patient. This Case Manager will monitor hospitalizations daily (7 days per week), by direct communication with the hospital. Our Utilization Management and Review process authorizes the need for offsite services and monitors inpatient hospital stays so that the patients are returned to the facility as soon as possible if continued care can be provided at the facility. We will ensure that patients return to the facility with a summary of the care provided off-site for continuity of care.

A more comprehensive description of our Utilization Management Program is included in response to Unit 7, Cost Proposal, as requested in that section of the RFP.

## 11.2 Transfer Clearance

### VitalCore's Response:

VitalCore will provide medical clearance for all transferring inmates/residents. Medical clearance will be completed within 24 hours of receiving the name and booking number. We will ensure



that all medical clearances are conducted by qualified health care professionals and documented appropriately.

### **11.3 Cost Containment**

#### **VitalCore's Response:**

VitalCore has many programs and systems already in place at the Ottawa County facilities to provide cost-effective services. This includes our Triage Assessment System and Utilization Management and Review program.

VitalCore's Triage Assessment System will ensure that highly trained medical staff will be trained to make accurate assessments of patients at intake and throughout the individuals' stay at the facility. The Regional Medical Director (RMD) will train and work with the site Medical Director and other site providers to help them accurately identify which patients require specialty care and emergency treatment. The RMD will then review cases that have been referred to specialty care and for emergency transport to determine if the situations could have been prevented or if they were unnecessary. If the RMD believes the provider's decision was inappropriate, he/she will counsel and train the provider to prevent further similar situations.

VitalCore's remarkably effective Triage Assessment System along with our Utilization Management and Review process, previously described, has significantly reduced the need for specialty and off-site emergency trips in most of our contract sites by at least 30% and in some by as much as 50%.

VitalCore would like to re-emphasize our new Utilization Management software system CoreCare. This system tracks every aspect of hospitalization services. We will utilize this system to closely monitor each hospitalization and the associated charges.

Additionally, VitalCore provides our own third-party administrator services through Millette Administrators, Inc. First, we negotiate the lowest possible rates with off-site providers. Our third-party administrator reviews each invoice and ensures that we are billed correctly and according to our agreements with off-site providers before we pay. Once each of our patient claims is adjudicated, the claim and its associated Explanations of Benefits (EOB) is sent to VitalCore's Corporate Accounting Office for payment.

VitalCore will continue to utilize Holland Hospital and Corewell Health – Zeeland Hospital for off-site hospital and emergency room services.

### **11.4 Assessment of Patients Returning from Hospitalization**

#### **VitalCore's Response:**

VitalCore will ensure that each patient returning from a hospital with an inpatient stay is assessed by a physician or mid-level provider prior to going to the general population. A clinical note regarding the encounter will be made in the patient's health record. The assessing provider will



review the hospital discharge paperwork and document an in-house treatment plan in the electronic health record. These treatment plans will be shared with the inmate/resident.

### **11.5 Hospital Care and Utilization Management**

#### **VitalCore's Response:**

As the incumbent provider, VitalCore has established site-specific policies and procedures to ensure prompt hospital care and effective utilization management. We have described our Utilization Management and Review process in our response to subsection 11.1 of the RFP. We will continue to review and update policies, procedures, and processes throughout the new contract term to ensure an efficient and effective system for managing all hospital services for inmates and residents.

VitalCore will continue to manage all off-site services through our UM process to ensure timely and adequate care for each patient at the OCJ and OCJDC. We will thoroughly review all clinical and financial claim data to ensure accurate claim management and reporting.

### **11.6 Healthcare Services and Claims Adjudication**

#### **VitalCore's Response:**

VitalCore will ensure that comprehensive healthcare services are provided to all inmates and residents in physical custody of either the OCJ or OCJDC, including those under guard at offsite hospitals. These services will include claims adjudication. We have described our process for claims management in our response to subsection 11.3 of the RFP.

### **12.0 Offsite Medical Costs and Reports**

#### **VitalCore's Response:**

VitalCore is committed to transparency and providing detailed reporting to our County partners. We will provide monthly reports on all off-site costs. Claims will be adjudicated and paid within ninety (90) days of receipt of the medical bill. VitalCore understands and agrees that at no time will outstanding bills be the responsibility of the OCJ or the OCJDC.

VitalCore will invoice the OCJ and OCJDC monthly and provide financial trends, details, and projected cost summaries for the remainder of each contract year. We will ensure that all reports are submitted in the format desired by the County on an agreed upon schedule. VitalCore is currently providing such reporting to the County under the current contract. We are willing to provide additional reporting at the request of the County at any point under the new contract.

VitalCore has provided individual responses to subsection 12.1 – 12.3. Please note that we have summarized the County's wording in black font followed by VitalCore's response in blue font.

### **12.1 Off-Site Healthcare Costs**

**VitalCore's Response:**

VitalCore will ensure timely management, coordination, payment, and adjudication of all offsite healthcare costs. As previously described, VitalCore utilizes claims management services provided by Millette Administrators, Inc. This third-party administrator reviews each invoice to ensure that we are billed correctly and according to our agreements with off-site providers before we pay.

As a part of our process, VitalCore will provide the OCJ and OCJDC monthly detailed statements of all paid claims related to off-site healthcare services. We will ensure that claims are billed correctly and meet all claim invoice approval requirements.

**12.2 Adjudication of Claims****VitalCore's Response:**

VitalCore will ensure that all claims are adjudicated and paid by 180 days after the close of each contract year. VitalCore understands that any claims submitted after this date will be denied except where an invoice is late because an earlier Reversal or Denial is overturned.

**12.3 Claims Management Reporting****VitalCore's Response:**

VitalCore will continue to provide detailed reporting regarding claims management. Since VitalCore is the incumbent provider, the County is very aware of our process for off-site medical invoice and claims management. As a company that always strives for improvement, we will continuously update our process to ensure efficient and effective claims management and reporting.

**13.0 Continuum of Care and Re-Entry****VitalCore's Response:**

VitalCore will ensure continuity of care for each releasing inmate/resident through comprehensive discharge planning. Our discharge planning process will include planning for complex medical conditions such as HIV, cancer, acute comorbid illnesses, severe mental illness, assistance with post release appointments, Medicaid Enrollment, medication refills, and assistance with attaining housing, employment, and substance use treatment.

VitalCore's discharge planning process begins through early identification and evaluation of medical and behavioral health issues. We understand the importance of establishing appropriate care of inmates/residents upon release to the community and will therefore meet with the individual long before the release date to discuss the need for services and resources already available. The acuity of an individual's symptoms will guide the level of discharge planning.

VitalCore works to build strong relationships with community partners, which helps to establish and build our community referral network. As the incumbent provider, VitalCore has already



established relationships with community partners for continuity of care for releasing inmates and residents.

When indicated, we will arrange linkages with community clinics, health departments, indigent care facilities, shelters, and mental health facilities; provide a list of resources available to individuals in their community of release; prepare a discharge summary to provide to the individual with a summary of his/her care needs to be provided to the next provider in the community. We will ensure that patients receive the appropriate supply of medications upon release as well.

Additionally, we will counsel inmates/residents about the importance of taking their medications, maintaining mindfulness, stress reduction practices, getting good sleep, engaging in leisure activities, eating healthy foods, and exercising.

VitalCore will work with individuals prior to discharge to help them enroll in Medicaid. We will work with state resources to help each individual navigate health plan options. Our staff has extensive experience working with Medicaid systems. Our process for enrolling individuals in Medicaid begins long before discharge. This is why it is critical to have good communication with facility caseworkers and classification staff to fully understand each individual's specific situation, location of release, and resources available to him/her.

For juveniles being released from the OCJDC, VitalCore will refer such individuals to the care and custody of the parent/guardian with instructions for follow up treatment.

#### **14.0 Translation/Interpretation Services**

##### **VitalCore's Response:**

VitalCore maintains a national contract with Language Line to ensure that an interpreter is always available in the language the inmate/resident speaks. We will utilize this service to communicate effectively with each patient regarding their healthcare needs and concerns. Additionally, we will provide assistive services for those with hearing and visual impairments to ensure that all inmates and staff can effectively communicate health care access, needs, and treatments.

VitalCore understands that we will be responsible for the cost of such services. We agree that inmates, residents, or facility staff shall not be used for translation services related to healthcare and mental healthcare services.

#### **15.0 Emergency Notifications**

##### **VitalCore's Response:**

VitalCore will communicate and coordinate with the OCJ and OCJDC to ensure that appropriate information regarding an inmate's or resident's condition if the family or other legal guardian is to be notified of a serious injury or illness. We will immediately notify the Superintendent or designee of any life-threatening illness or injury requiring hospitalization so that the necessary



family, guardian, or other representative/next of kin may be notified. We understand that that the OCJ and OCJDC may designate a chaplain or other individual to carry out the notification.

VitalCore understands and agrees that the location of inmates or residents shall not be divulged to families, friends, or others for security purposes.

## **16.0 Ectoparasites**

### **VitalCore's Response:**

VitalCore has established site-specific policies and procedures for the prevention, identification, and treatment of ectoparasites at the OCJ and OCJDC. The procedures include immediate notification to the facility for cleaning/decontamination purposes. We have established protocols for the treatment of ectoparasites for infected individuals, exposed individuals, and all clothing and bedding. VitalCore will continue to screen for ectoparasites at intake to include inquiry and observation regarding potential presence of ectoparasites. Treatment will be individualized to each individual infected.

## **17.0 Substance Use Counseling and Treatment**

### **VitalCore's Response:**

VitalCore will continue to work with the OCJ and OCJDC to develop and improve treatment plans and programs for substance use disorders. VitalCore will conduct assessments of patients prior to treatment to determine the type of treatment plan and program that will be most effective and appropriate to the individual's needs. This assessment will include determination for medical supervision.

VitalCore's corporate policy and procedure regarding medically supervised withdrawal from drugs, chemicals, or alcohol has been developed to meet all NCCHC and ACA guidelines. As the incumbent provider, we have adapted this policy and procedure to further comply with all local and state laws as well. The established site-specific protocol for both the OCJ and OCJDC will be reviewed and updated as necessary annually and as needed to ensure continued compliance with best practice guidelines and applicable standards.

The Site Medical Director will continue to oversee detoxification protocols and clinical pathways for the on-site treatment of mild to moderate intoxication and/or withdrawal. Medically supervised withdrawal will always be conducted under provider supervision. Patients will be monitored by qualified health care professionals using approved protocols as clinically indicated until symptoms have resolved. Individuals being monitored will be housed in a safe environment that allows for effective monitoring.

All pregnant individuals demonstrating clinical signs or symptoms of withdrawal will:

- Be transported to the local emergency room for immediate OB/GYN and neonatal consultation.
- Provided follow-up care and treatment managed by the OB/GYN consultant.

## **18.0 Medication-Assisted Treatment Program**

### **VitalCore's Response:**

VitalCore will continue to provide Medication Assisted Treatment (MAT) services in coordination with the OCJ and OCJDC. MAT services will include, but not be limited to, use of approved medications in the treatment of opioid use disorder. We will ensure that such services are made available to inmates and residents within 24 hours of booking and available throughout their incarceration period, as clinically indicated.

A more comprehensive description of our experience in providing MAT services and our proposed program for Ottawa County can be found later in Unit 5 in response to that specific section of the RFP.

## **B. Mental Health Care**

### **VitalCore's Response:**

VitalCore currently provides psychiatric provider coverage while Community Mental Health provides the remainder of the mental health services. We will continue to provide the same Psychiatrist and Psychiatric Nurse Practitioner while coordinating mental health services with Community Mental Health to ensure comprehensive mental health services for inmates and residents at the OCJ and OCJDC.

VitalCore will screen inmates and juvenile residents upon intake to identify mental health illness, suicide risk, substance use, and neurocognitive and neurodevelopmental disorders.

## **1.0 Behavioral Health Screening**

### **VitalCore's Response:**

VitalCore will provide behavioral health screening as part of our receiving screening process. This screening will include each specification contained in the bulleted list in this section. The receiving screening will be conducted by specially trained registered nurses to ensure that mental health conditions are identified, and the appropriate referral is made.

VitalCore has provided individual responses to subsections 1.1 – 1.4 regarding mental health care services. Please note that we have summarized the County's wording in black font followed by VitalCore's response in blue font.

## **1.1 Referral to Mental Health Professional**

### **VitalCore's Response:**

VitalCore will ensure that each individual identified as having a mental illness, symptoms of psychotic behavior, or a history of mental health needs are referred to Community Mental Health



for assessment by a Master's Level mental health professional. We will make timely referrals such that individuals are assessed within 14 days of intake.

VitalCore will facilitate a Release of Information (ROI), where applicable, so that prior medical and mental health care records can be obtained to ensure continuity of care.

VitalCore will ensure that individuals identified as having symptoms of suicidal ideation will receive expedited mental health services, including housing priority.

## **1.2 Coordination of Mental Health Services**

### **VitalCore's Response:**

VitalCore will continue to provide Psychiatric care in coordination with Community Mental Health and the OCJ and OCJDC. We will coordinate medical services with mental health services to ensure comprehensive care for each inmate and resident at the facilities. Coordination of care will include crisis intervention, suicide prevention, counseling, and administration of psychotropic medications.

## **1.3 Suicidal Assessments**

### **VitalCore's Response:**

VitalCore will work with Community Mental Health to ensure that inmates determined to be suicidal are assessed and observed as clinically appropriate. The medical staff will work with the mental health staff to make recommendations for housing, supervision, and services. VitalCore will identify ways to avoid single cell placement without increasing risk to the at-risk inmate or resident. We will ensure that patients are housed appropriately to their condition to ensure safety.

## **1.4 Behavioral Health Telehealth Program**

### **VitalCore's Response:**

VitalCore currently does not provide mental health services at the OCJ and OCJDC. Mental health services are provided through Community Mental Health, while VitalCore provides psychiatric provider coverage.

VitalCore is always open to discussing how services can be enhanced to improve mental health care outcomes for inmates and residents. We currently telehealth services for the provision of psychiatric care through a psychiatric nurse practitioner. A More thorough description of our telepsychiatry program can be found later in Unit Five in response to the telehealth section of the RFP.



## **C. Pharmacy Services**

### **VitalCore's Response:**

VitalCore has established policies and procedures for pharmaceutical services at the OCJ and OCJDC. These policies and procedures are site-specific to ensure that services are sufficient to meet the needs of the patient population at each facility. Additionally, these policies and procedures meet all legal requirements. We will continue to review and update pharmaceutical protocols to ensure that the County's needs are met and maintained throughout the new contract term.

VitalCore currently provides pharmaceuticals through Contract Pharmacy Services. We will continue to utilize this company to provide each of the services required in this section. VitalCore has provided individual responses to subsections 1.0 – 1.10. Please note that we have summarized the County's wording in black font followed by VitalCore's response in blue font.

### **1.0 Licensed and Qualified Pharmaceutical Subcontractor**

#### **VitalCore's Response:**

As previously described, VitalCore provides pharmaceutical services through a subcontract with Contract Pharmacy Services. VitalCore will continue to monitor pharmaceutical services to ensure compliance with all state and federal laws as well as national standards and regulations.

VitalCore will monitor all pharmaceutical services through our Quality Assurance Performance Improvement (QAPI) program. This program will include ongoing evaluations to identify and address concerns in a proactive manner. Corrective Action Plans (CAPs) will be developed as appropriate to remedy identified issues or concerns. VitalCore will monitor improvement and perform follow-up measures to ensure problems are corrected as quickly as possible.

### **1.1 Financial Responsibility of Pharmaceutical Services**

#### **VitalCore's Response:**

VitalCore understands that we will be financially responsible for the procurement and provision of pharmaceutical services, except for HIV, Hepatitis C, and MAT medications. We acknowledge that these medications will be reimbursed by the OCJ and OCJDC.

VitalCore will provide a monthly report detailing pharmaceutical utilization.

### **1.2 Timely Delivery of Medications**

#### **VitalCore's Response:**

VitalCore will ensure that medications are available within 12 hours of being prescribed through stock medications or delivery by Contract Pharmacy Services or the local back-up pharmacy. Contract Pharmacy Services will provide timely delivery of medications. Our established policies and procedures at the OCJ and OCJDC detail the protocol for medication delivery to ensure that

medications are available within 12 hours of being prescribed. We have an established agreement with Genoa Pharmacy as our back-up pharmacy in the event medications are needed prior to the next delivery from Contract Pharmacy Services.

### **1.3 Medication Carts and Pharmaceutical Supplies**

#### **VitalCore's Response:**

VitalCore understands that the OCJ will provide locked medication carts and other supplies deemed appropriate and approved by the Jail Administrator and VitalCore. We will continue to utilize these medication carts and supplies for the provision of pharmaceutical services.

VitalCore understands that we will be responsible for communication of issues related to the proper and safe packaging of medications to the Jail Administrator, or designee.

### **1.4 Safety of Storage**

#### **VitalCore's Response:**

VitalCore will ensure that drugs are stored in a safe and secure location in accordance with all applicable standards and guidelines. The Site Health Services Administrator will ensure the following:

- All medications are stored under the conditions required to maintain their viability including sanitation, temperature, light, moisture, ventilation, segregation, and security.
- All DEA Controlled medications are stored in a double locked storage area.
- Antiseptics, medications for external use, and disinfectants are stored separately from internal and injectable medications.
- All emergency medications are readily available to the health care staff.
- Poison Control numbers are readily accessible to HCPs and Nurses.

### **1.5 Medication Verification and Continuation**

#### **VitalCore's Response:**

VitalCore has an established process for verifying medications upon entry to the OCJ or OCJDC through the medication verification portal. We will verify medications through this process and continue such medications as clinically appropriate. All prescription change rationale will be documented in the patient's chart.

### **1.6 Standard Formulary and Pharmacy Consultant Audits**

#### **VitalCore's Response:**

VitalCore has an established Formulary for the OCJ and OCJDC. We will continue to review the formulary through regular Pharmacy and Therapeutics Committee meetings. Participation in these meetings is a vital component of VitalCore's cost avoidance and formulary management program. Pharmaceutical utilization, non-formulary usage, and clinician-prescribing trends will



be evaluated during meetings. VitalCore will continue to manage the formulary through this process so we can stay within or below budget.

VitalCore will continue to provide quarterly pharmacy consultant audits by a licensed pharmacist through Contract Pharmacy Services. These audits will include written reviews of the pharmaceutical program.

### **1.7 Written Pharmacy Program Plan**

#### **VitalCore's Response:**

As the incumbent provider, VitalCore has an established pharmaceutical program at the OCJ and OCJDC. Our pharmaceutical program includes site-specific policies and procedures for medication administration, accountability for narcotics and Class II medications, and procedures for accurate medication orders and delivery. Our policies and procedures will ensure that patients receive medications per prescriber order, by the appropriate health care staff member, in a safe manner.

VitalCore will continue to ensure that all Federal, State, and local laws/regulations and licenses are met and maintained throughout the term of the new contract.

### **1.8 Stock Medications**

#### **VitalCore's Response:**

VitalCore will ensure that there is a stock supply of commonly used medications maintained on site at the OCJ and OCJDC. Stock medications will be stored in a safe secure environment according to all regulatory requirements. VitalCore will closely monitor the volume of stock medications.

### **1.9 Electronic Medication Administration Record**

#### **VitalCore's Response:**

VitalCore will document medication administration on the electronic medication administration record (eMAR) that is part of CorEMR. Documentation will include prescribed medications that are not administered. The eMAR will include the following:

- Patient name and date of birth.
- Allergies.
- Medication name and strength.
- Directions.
- Start and stop dates.
- Diagnosis for which the medication is prescribed.
- Prescriber name.
- Dose given/not given documentation.

### **1.10 Compliance Report**

**VitalCore's Response:**

VitalCore will submit compliance reports for review between the medical and mental health staff at Daily Clinical and Administrative Meetings. These reports will include consecutive days of a patient's missed and refused medications.

**D. Healthcare Training and Education****VitalCore's Response:**

VitalCore understands that health education is a vital component of the total healthcare delivery system. We will provide a patient education program to inmates and residents at the OCJ and OCJDC. In-service training, first aid and CPR training, blood-borne and airborne pathogen training, and insulin and allergy management training will be provided for Correctional and Juvenile Detention Facility employees.

The patient education program will promote healthy lifestyles, wellness, and recovery. Health care staff will provide patients with individual health and wellness education as well as instruction in self-care for health conditions. We will also ensure that general health education materials are accessible to all inmates and residents. Health education will be documented in each individual's health record. To supplement our health education program, VitalCore will utilize outside resources such as the American Red Cross, American Heart Association, American Cancer Society, and Community Health Departments.

VitalCore will also provide a health training program for facility staff. We believe that training of security staff to address emergency health care situations is an integral part of providing optimal health care to inmates and residents. When security staff are well trained in the health care responsibilities of their jobs, the risk of adverse patient events, poor clinical outcomes, and staff illness and injury are reduced. The training program will be approved by the Health Services Administrator (HSA) in cooperation with the Facility Administrator. This training will include, at minimum:

- Administration of first aid.
- Cardiopulmonary resuscitation (CPR) including the use of an automated external defibrillator (AED).
- Recognizing the need for emergency care in life-threatening situations.
- Acute manifestations of certain chronic illnesses.
- Intoxication and withdrawal.
- Adverse reactions to medications.
- Dental emergencies.
- Procedures for suicide prevention.
- Procedure for appropriate referral for medical, dental, and mental health complaints to health staff.
- Precautions and procedures with respect to infectious and communicable diseases including personal protective equipment, potential bloodborne pathogen exposure, and biohazardous waste disposal.



- Maintaining patient confidentiality.

We will further ensure that health training for Correctional and Juvenile Detention Facility employees includes specifications requested by the County as appropriate to each facility and the patient population.

## **E. Electronic Health Records**

### **VitalCore's Response:**

VitalCore will continue to manage individual medical records through CorEMR. These records will include comprehensive health care information for each patient from intake to discharge.

VitalCore will provide patients with a copy of their medical records, including copies of all medical services and results, through the medical records request process.

VitalCore's records procedures will ensure that all patient health records are accurate, comprehensive, and confidential. Health records will be up-to-date and effective in telling the clinical story of the patient. Through CorEMR, we will ensure that comprehensive health information is maintained securely and in compliance with all applicable rules and regulations.

VitalCore understands that all health records, and electronic copies, will be the property of the OCJ and OCJDC, but will be maintained by VitalCore throughout the term of the contract. We will retain originals and/or copies of such records for a minimum period of seven (7) years. We acknowledge that records may be audited by the OCJ and OCJDC at any time. VitalCore will cooperate with any such audits.

All health records will be maintained according to all professional standards and confidentiality requirements. VitalCore will also ensure all Michigan State standards and laws are maintained. We will keep patient records confidential and in compliance with all Federal and State regulations as well as all HIPAA rules and regulations. Charting will be performed in a safe manner and out of the view of other staff and inmates/residents. Records will be safeguarded by internal and external quality controls to ensure confidentiality is not breached, and that the inmate's/resident's right to confidential personal health information is protected.

Please note that VitalCore has a Certified HIPAA Privacy Officer on staff in the corporate office that serves as VitalCore's HIPAA Compliance Officer. This position develops and approves our health record policies and procedures and provides advice to our corporate staff as well as staff in the field.

VitalCore understands and agrees that all physical and electronic health records shall be surrendered to the OCJ and OCJDC at the termination of the contract.

A more comprehensive description of our Electronic Medical Record, CorEMR, is included later in our response in Unit 5 as requested in that section of the RFP.



## F. Administration

### VitalCore's Response:

VitalCore will continue to provide medical and psychiatric services at the OCJ and OCJDC. We will ensure 24/7 nursing coverage at OCJ as well as medical and psychiatric provider on-call availability.

VitalCore's healthcare program at the OCJ and OCJDC complies with all applicable current federal, state, and local laws, codes, rules, regulations, court orders, and administrative and institutional directives. VitalCore will further ensure that our program is adapted to meet future laws, codes, rules, regulations, court orders, and directives as necessary. VitalCore has developed all of our policies, procedures, and guidelines to meet or exceed standards set by the NCCHC and ACA. AS the incumbent provider, we have adapted these polices, procedures, and guidelines to further meet the Michigan Department of Corrections Jail and Juvenile Standards and County Jail Standards. We will continue to monitor, review, and update our program as necessary to ensure continued compliance with all applicable standards, guidelines, rules, and regulations. Our program will continue to meet and exceed community standards of care.

VitalCore will continue to provide turnkey medical services. Our proposed staffing plan includes a Physician, Psychiatrist, Psychiatric Nurse Practitioner, Advanced Practice Nurse Practitioner, Registered Nurses, Licensed Practical Nurses, and support staff. We will maintain our current subcontract agreements for x-ray and laboratory services. VitalCore will ensure that all necessary equipment and supplies are provided and maintained.

VitalCore's Utilization Management and Review process has been described in our response to subsection 11.1 of this RFP. This program emphasizes high-quality care and cost containment.

VitalCore staff will report all problems and/or incidents to the Site Health Services Administrator (HSA). This will include unsafe conditions, patient safety concerns, and injury to staff or visitors. The HSA will take immediate action to remedy identified problems and concerns.

VitalCore will provide an annual statistical report to the OCJ Designee and the OCJDC Superintendent or Designee in accordance with NCCHC and ACA standards. This report will include data from all aspects of the healthcare program.

VitalCore's Site Administrative staff will meet with the OCJ Administrator and the OCJDC Superintendent on a quarterly basis. These meetings will consist of discussions regarding concerns of the healthcare program and any potential issues. VitalCore will communicate any concerns regarding healthcare related procedures within the facility and propose changes for improvement. We will propose more cost-effective methods of performing services to improve upon the efficiency and effectiveness of the healthcare program.



VitalCore's Health Services Report will include statistical data of services delivered on a monthly basis. This report has been adapted to include site specific information for the OCJ and OCJDC. VitalCore will be happy to update this report as needed to ensure comprehensive and accurate reporting. We will submit this report by the fifth (5<sup>th</sup>) day of each month.

VitalCore has established written disaster plans for the OCJ and OCJDC. These plans identify healthcare staff's roles in the event of a natural or man-made disaster. We will ensure necessary supplies are on hand in case of a disaster. This plan will be reviewed and updated annually and as needed during the new contract term.

## **G. Quality Improvement Program**

### **VitalCore's Response:**

VitalCore has a very comprehensive continuous quality improvement program titled Quality Assurance Performance Improvement Program (QAPI). This program is already being utilized at the OCJ and OCJDC to monitor and improve all aspects of the health care program.

VitalCore has responded to subsections 1.0 – 1.3 to fully address each requirement regarding quality improvement. Please note that we have summarized the County's wording in black font, followed by VitalCore's response in blue font.

### **1.0 Example of Quality Improvement Program**

#### **VitalCore's Response:**

VitalCore's Quality Assurance Performance Improvement (QAPI) program is already implemented at the OCJ and OCJDC. We will continue to maintain this program throughout the new contract term to ensure close monitoring and improvement of health care services. The following is a description of our QAPI program.

VitalCore's QAPI program will monitor and improve the quality of all facets of healthcare delivery through its committee structure and its Corrective Action Plans (CAPs). For example, to ensure the system is properly integrated, a cross-discipline committee will continuously review service activities and implement corrective action. The committee will focus on both Process and Outcomes. Process QAPI will examine the effectiveness of the healthcare delivery process, identifying facility-wide issues and implementing corrective action plans and ensuring that goals are met. The Outcome QAPI will look at expected patient care outcomes; again, implementing corrective actions if necessary. In addition to these aspects, the QAPI Committee integrates health staff from various disciplines (e.g., medicine, nursing, behavioral health, dentistry, health records, pharmacy, laboratory). The committee designs quality improvement reviews and monitoring activities, discusses the results, and implements corrective action. Committee membership may be fluid, depending on the issues being addressed.

VitalCore understands and supports the multidisciplinary provision of healthcare with the goal of continuously improving performance that enhances individual/patient outcomes. VitalCore



provides a Quality Assurance Performance Improvement (QAPI) Program that supports the safe, effective, and appropriate provision of health care for the individual receiving services. With oversight and input from VitalCore's Corporate Director of Quality Improvement, each site's Health Services Administrator will ensure the facility is implementing QAPI.

A more comprehensive description of our QAPI program is included in our response to Unit 6, Reporting and Quality Improvement, as requested in that section of the RFP.

### **1.1 Program Areas**

#### **VitalCore's Response:**

VitalCore's Quality Assurance Performance Improvement (QAPI) program monitors all aspects of the healthcare delivery system. We will ensure that areas to be monitored and program components include peer reviews, monthly compliance studies, grievances, medications administration, high acuity cases, offsite quality of care metrics, cost metrics, quarterly compliance audits, and annual patient needs assessments.

VitalCore will monitor these areas through specially designed quality improvement monitoring activities to collect data. Collected data will be analyzed and issues will be identified. Improvement strategies will be designed and implemented to correct identified health care problems. VitalCore will re-monitor performance after implementation of improvement strategies. Improvement strategies will be monitored until the issue has been corrected.

### **1.2 Quality Improvement Statistics and Reports**

#### **VitalCore's Response:**

VitalCore will record and track statistical data regarding grievances filed, incidents of serious infectious diseases treated, hospital admissions, staffing matrix, staffing vacancies, and all other necessary statistics. This data will be reported to the OCJ and OCJDC on a monthly basis. VitalCore will provide a narrative monthly report delineating the status of the health care program. We will also identify potential problems and the proposed resolution to such problems. Additionally, we will provide an annual report delineating the accomplishments of the health care program.

### **1.3 Healthcare Contract Compliance Monitor**

#### **VitalCore's Response:**

VitalCore will continue to cooperate with the Health Care Contract Compliance Monitor. We understand that the Compliance Monitor's purpose is to provide comprehensive audits and compliance functions. We will fully cooperate with all such audits and functions. We will provide the Monitor with all requested data and information within a mutually agreed timeframe.



## **H. Staffing**

### **VitalCore's Response:**

VitalCore has included position descriptions for each position listed within our Proposed Staffing Plans for the OCJ and OCJDC as attachments to this section. These position descriptions contain all the information listed in this section.

VitalCore has provided individual responses to subsections 1.0 – 1.5. Please note that we have summarized the County's wording in black font followed by VitalCore's response in blue font.

### **1.0 Staffing Plan Requirements**

#### **VitalCore's Response:**

VitalCore has provided the Direct Labor Costs, which include details of salaries and benefits, for each position listed in our staffing plan. Our Proposed Staffing Plans for the OCJ and OCJDC have been developed in accordance with NCCHC, ACA, and PREA standards. This staffing plan will ensure that healthcare services are delivered efficiently and effectively for the patient population at each facility.

VitalCore understands and agrees that the final staffing plan will be mutually agreed upon by written agreement between VitalCore and the OCJ and OCJDC.

### **1.1 Staffing Absences or Vacancies**

#### **VitalCore's Response:**

VitalCore understands that absences or vacancies, including sick time, vacations, and holidays, will not relieve us of staffing obligations under the contract. We acknowledge that Ottawa County will not pay for any staffing overages due to failure by VitalCore to cover required staffing positions. Whenever an essential position is vacant or on authorized leave, VitalCore will utilize PRN staff or overtime to ensure that the contracted hours are provided.

VitalCore will strive to always maintain full staffing, however, we recognize that employee circumstances change and that we will need to fill positions impacted by resignations or terminations. We will never delay the posting and filling of positions to save money. The Regional Director of Operations and the site Health Services Administrator will be required to post and fill vacancies as quickly as possible. VitalCore has a regional recruiter for the OCJ and OCJDC that will continue to focus attention on the recruiting of new applicants under the new contract.

### **1.2 Security Clearance**

#### **VitalCore's Response:**

VitalCore understands that a security clearance, including a criminal background check, will be required of all of VitalCore's employees before they are allowed into the facility. We will cooperate with all such security clearances.

VitalCore agrees to remove from service any employee who the Chief and/or Superintendent determines to be disorderly, careless, incompetent, or employed in violation of the terms of the contract. We will promptly replace any such individual. We acknowledge that the replacement employee will be subject to security clearance.

### **1.3 Facility Security Requirements**

#### **VitalCore's Response:**

VitalCore will ensure full compliance with all security regulations and procedures at the OCJ and OCJDC. We understand that violations of regulations may result in the employee being denied access to, or removed from, the facility.

### **1.4 Personnel Files**

#### **VitalCore's Response:**

VitalCore will maintain personnel files for each employee at each facility. These files will include copies of current licenses, proof of professional certification, DEA numbers, training records, malpractice insurance certificates, signed job descriptions, evaluations, and position responsibilities.

### **1.5 Drug Screening**

#### **VitalCore's Response:**

VitalCore understands that any potential employment offer is contingent upon a negative drug screen produced by the potential employee. We will pay for the cost of such drug tests for all potential and existing employees.

## **I. Vendor Mandatory Minimum Qualifications**

#### **VitalCore's Response:**

VitalCore understands that this proposal will be reviewed for compliance with the listed mandatory requirements in this section. We have provided individual responses to each requirement in the following paragraphs.

VitalCore was founded for the purpose of providing healthcare services to incarcerated individuals and juveniles. We are passionate about making a difference in patients' lives and assisting our clients in delivering high quality health care services. We have over five (5) years of experience providing health care services in correctional facilities. As the incumbent provider, VitalCore has proven our ability to provide high quality healthcare services at the OCJ and OCJDC. We will work to continuously improve the quality of services that we provide under the new contract. Please see our Company Profile, attached, for more information regarding our experience and current contracts.



VitalCore has much experience as an on-site primary contractor in the delivery and management of healthcare services within a correctional environment. VitalCore currently provides health care services to over 81,000 patients in 136 different facilities in 17 different states. We currently provide health care services to several county jails in Michigan and recently began providing services to the Michigan Department of Corrections. This experience will equip us to continue providing comprehensive, high-quality services at the OCJ and OCJDC.

VitalCore maintains a Michigan Foreign LLC Registration and is authorized to do business in the State of Michigan. We have multiple contracts in the State of Michigan and will ensure continued compliance with all state licensing requirements.

VitalCore maintains a comprehensive credentialing process to ensure that all health care staff members are appropriately licensed and qualified to perform the duties of their positions. We will continue to provide Board Certified Physicians and Psychiatrists as well as fully credentialed mid-level medical and psychiatric providers. We will ensure that nursing and support staff are properly licensed and credentialed as well. All health care staff will be licensed to practice or provide services in the State of Michigan. The current staff at the OCJ and OCJDC have up-to-date licenses and certifications. We will continue to ensure that the staff members maintain these credentials throughout the term of the new contract. We will never hire an employee with a restriction of the person's license for any reason.

VitalCore maintains full compliance with HIPAA rules and regulations in all of our contract locations. We maintain several contracts in Michigan, including the newly added Michigan Department of Corrections. We have maintained full compliance with all Michigan state standards under these contracts. We will always ensure full compliance with NCCHC, ACA, and PREA standards as well.

VitalCore has had much success with recruitment and retention of staff across all our contract sites. Our enhanced recruitment program and retention plan includes competitive wages, tuition reimbursement, retirement benefits, excellent health insurance benefits, and more to ensure that we can hire and maintain quality staff. VitalCore has an exceptionally low employee turnover rate. Our commitment to treating our employees well, offering excellent benefits, and paying competitive wages allows us to maintain high retention rates. Of course, VitalCore will keep the current health services staff at the OCJ and OCJDC, subject to the approval of Ottawa County.

VitalCore offers much regional and corporate support to our County Jail contracts. VitalCore will continue to provide administrative oversight to ensure that all services are delivered according to contract specifications and the ongoing needs of the patient population at the OCJ and OCJDC. The site Health Services Administrator and Site Medical Director oversee aspects of all operational and clinical services. At the regional level, the Director of Operations and the Regional Medical Director will provide an additional layer of supervision and management. These positions will also provide support and guidance to the site staff. VitalCore will also provide corporate level oversight and support of the program. This multi-level system of monitoring will ensure satisfactory provision of services.



VitalCore will provide a certified copy of the most current financial report to the County upon request.

VitalCore certifies that we are not on any Federal, State, or local list of debarred or prohibited contractors.

## **J. Pricing and Invoicing**

### **VitalCore's Response:**

VitalCore understands that the term of this contract will be for approximately fifty (50) months. We further understand that at the end of the contract period, the contract may be renewable through the mutual agreement of VitalCore and the County under like terms for two (2) additional one-year terms.

VitalCore has provided Cost Proposals for the OCJ and OCJDC separately. We understand that one contract will be awarded for both facilities. We acknowledge that prices will remain in effect throughout the contract period. VitalCore has reviewed the start and end dates of each contract year.

VitalCore will submit monthly invoices for payment to the OCJ and OCJDC along with staffing reconciliation reports. We acknowledge that the travel time of the providers is not to be included as hours worked that are billed to either facility.

VitalCore will submit all billing data no later than four (4) weeks after the end of each month. We will provide monthly reporting on aggregate cap costs for pharmacy and offsite services and projections. These reports will be submitted no later than four (4) weeks after the end of the month. We will submit an annual billing summary no later than the third week of January for each contract year. VitalCore understands that monthly invoices must be submitted no later than two weeks after the end of each month. We will also submit an annual contractual period billing summary for cap costs no later than 180 days after the end of the period.

### **b) Examples of Typical Forms**

We have included the forms we currently use in Ottawa County used during the initial intake screening process as well as the initial health assessment as an attachment to this response. This includes information on how private health insurance coverage is noted and becomes a part of the electronic health record. These forms have already been incorporated into our CorEMR system in Ottawa County.

### **c) Electronic Health Record Software**

VitalCore has experience and expertise in nearly all major electronic health records systems currently in use in correctional facilities and most of our focus is in using CorEMR, the current



records system in place in Ottawa County. Using CorEMR, VitalCore's staff will continue to ensure proper tracking and readability for future reference that all medical and pharmaceutical records will be stored securely and in accordance with HIPAA regulations. In order to provide secure and user-friendly recording processes, we propose the continuation of CorEMR. This Electronic Medical Records system has consistently proven its versatility, adaptability, and agility in seamlessly integrating with any JMS system. Moreover, it meets all NCCHC, State, and County standards.

CorEMR caters to the needs of practicing correctional health care professionals who require a fast, secure, and customizable interface aligned with County policies. For instance, CorEMR includes features such as medication administration, utilization management, discharge planning, inmate grievance tracking, off-site appointment tracking, inmate fee tracking, as well as tracking for dental, mental health, chronic care, and other services. Additionally, CorEMR offers the capability to generate daily, weekly, and monthly reports based on different schedules and tracking purposes.



Headquartered in Orem, Utah, CorEMR has exclusively provided their health record services to correctional facilities since 2004. Their web-based product is HIPAA compliant and ONC-ACB certified as a complete EHR. The application utilizes IIS, and the database is SQL based. The software can be hosted internally on a local server or remotely at a data center, ensuring additional levels of support and backup security. CorEMR prioritizes customer satisfaction and promptly provides technical assistance when needed; and VitalCore will also provide an additional level of support through our corporate level superuser who is available for immediate troubleshooting and guidance on the system when needed.

#### **d) Rejection of Individuals at Booking**

VitalCore has a comprehensive screening form currently in place in Ottawa County to screen individuals prior to booking for any injury or other medical condition that warrants a referral to emergency services prior to being booked into the OCJ or OCJDC. We will continue to use this form to screen individuals that are not fit for confinement and will refer them to emergency services prior to being booked. The arresting agency is then responsible for transport to emergency services for stabilization prior to allowing them into the OCJ or OCJDC.

#### **e) Chronic Care Disease Protocols**

VitalCore has an extensive array of Nursing Clinical Guidelines that have been developed, tailored to corrections and implemented for training, consistency, and overall quality of care. They include all areas of general nursing care and treatment of chronic disease. Our clinical guidelines have been reviewed and approved by a team of highly skilled experts including Dr. Linette Linthicum, MD, Board Certified Internal Medicine, and Dr. Newton Kendig, MD, Board Certified in Family Medicine. In addition to these highly qualified physicians, the Nursing Clinical Guidelines



have been reviewed and approved by six nurses in the correctional health care field with experience in Correctional Nursing, Emergency Nursing, Family Practice Nursing, and Infectious Disease training.

The Nursing Clinical Guidelines are designed to enhance the physician's care and use resources efficiently. Nurses can refer offenders to a physician, psychiatrist, or dentist at any time. However, when the guidelines are used for the third time on the same health complaint, the incarcerated individual will automatically be referred to the appropriate practitioner. The incarcerated individual must be seen by the practitioner within seven days unless an earlier appointment is needed.

In addition to referring to a health care practitioner at the third event, we will promote the policy that all repeat visits to the PA/APRNs are reviewed by the physician assigned to that facility and at the third referral for the same complaint to the PA/APRN that patient will be referred to the physician and/or specialist for evaluation, diagnosis, treatment, and clinical collaboration with the clinical team.

Because training is integral to the VitalCore workplace culture, all nursing staff will be trained in their use of the clinical guidelines, as well as equipment and supplies needed to provide the requested testing. They must also demonstrate their knowledge and the skills needed to use the guidelines and equipment. The actual guidelines are reviewed annually to ensure their continued effectiveness. In addition, VitalCore protocols require a Nursing Peer Review, Monthly CQI chart reviews, and an annual competencies test.

#### **f) Infirmary Care**

VitalCore understands that Ottawa County does not have an infirmary. We provide as much as care that can safely be provided onsite as possible at the OCJ and OCJDC and will continue to maximize the level of care provided onsite. For care beyond the capabilities of the staff and equipment available onsite, VitalCore will refer inmates and residents to community providers, including specialists and inpatient and outpatient hospital-based services at Holland Hospital and Corewell Health – Zeeland Hospital.

#### **g) Medication Assisted Treatment**

VitalCore has experience in developing and implementing Medication Assisted Treatment (MAT) programs in the correctional environment. We believe that individuals with Opioid Use Disorder (OUD) should have access to FDA approved medications for treatment of OUD and adjunctive behavioral therapy, as needed, to support their health needs. The MAT program will include individualized treatment plans that support each patient in their efforts to attain wellness.

We will ensure that the practitioners providing MAT are appropriately qualified to deliver such care and services are provided in accordance with applicable guidelines and standards.



VitalCore has years of experience in the development and administration of MAT programs in correctional environments. We maintain MAT programs at many of our other contract locations across the nation. In addition to our current program in Ottawa County, we provide MAT programs in Michigan jails in Kent County, Muskegon County, Berrien County, Ingham County, and Lenawee County. We have established policies and procedures that we will utilize in the ongoing provision of a MAT program at the OCJ.

VitalCore has experience in the development and administration of a Vivitrol release program. We will ensure the responsible prescriber has the knowledge and experience necessary to appropriately prescribe and administer Vivitrol when clinically indicated.

We will ensure that each patient is screened upon intake for participation in the MAT program. We will utilize urine drug screens as one tool to determine opioid use disorder and appropriateness for MAT. Our intake staff will be properly trained to correctly identify individuals in need of MAT and SUD services utilizing current best practices.

We will ensure that individuals identified at intake or through ongoing care and treatment that are considered as moderate-high risk are referred appropriately for screening and assessment. We will ensure that these individuals are seen in a timely manner to initiate care.

VitalCore will utilize current best practices withdrawal protocols to provide inmates with a comprehensive medically supervised withdrawal program. We will ensure that our staff is fully proficient in buprenorphine taper method. Inmates will be assessed for MAT prior to determining their need for withdrawal and detoxification. Medically supervised withdrawal will be done under provider supervision utilizing the appropriate medications to mitigate withdrawal symptoms. The provider will order medication for withdrawal as clinically indicated and following established protocols.

Our staff will utilize their triage skills to identify pregnant individuals entering the stage of withdrawal so that the patient is assessed in a timely manner. All pregnant individuals demonstrating clinical signs or symptoms of withdrawal will be transported to the local emergency room for immediate OB/GYN and neonatal consultation. We will ensure the pregnant individual receives follow-up care and treatment managed by the OB/GYN consultant unless other arrangements have been made with an off-site consultant.

VitalCore employees conducting intake screening will utilize evidence-based screening tools to assess withdrawal potential for each incoming inmate. We will ensure that each employee is appropriately trained and experienced in current best practices for assessment of Substance Use Disorder (SUD). Tools utilized for withdrawal assessment will include Clinical Instrument Withdrawal Assessment (CIWA), Benzodiazepine Withdrawal Scale for Corrections (BWS-C), and Clinical Opiate Withdrawal Scale (COWS).



VitalCore's discharge planners will initiate contact with community agencies for continuity of MAT medications and Behavioral Health and/or other adjunctive services prior to an incarcerated individual's discharge when the individual is on MAT medications. We will ensure continuity of care for inmates being discharged to the community so that there is not a lapse in medications or care.

#### **h) Mental Health Care**

VitalCore offers a unique Secure Telehealth System to provide telehealth services, including psychiatry and specialty services on-site. We currently use this system for the provision of psychiatric services through the services of a Psychiatric Nurse Practitioner. While this program will not completely eliminate the need for off-site visits and their associated costs, it will significantly reduce the need.

VitalCore utilizes our *Secure Telehealth* program in many of our contract sites throughout the nation. We have partnered with Voice Products, Inc. in Wichita, Kansas to utilize the *Let's Talk* Telehealth platform. *Let's Talk* Video Conferencing can be used for telehealth and telepsychiatry, team meetings, webinars and classes, customer consultations, board meetings, conferences, court appearances, cell side, and much more. Voice Products partnered with a leading company in video technology to develop this solution which was awarded Zoom's 2020 Trail Blazer Award.

For this solution, *Let's Talk* chose the Zoom video platform because it's the most reliable, ensuring a smooth video meeting without delays or dropped connections. It's also easy to use, allowing users to join quickly and from any device, with internet access, while *Let's Talk* Video Conferencing gives the customer extra features that make it the optimal system for professional video communications.

The system can be customized to the customer's specifications so that a workflow can be developed that meets the customer's needs. With the help of their expert staff, the customer can be up and running in no time - they can help the customer brand the system with their logo and colors, create and post documents and forms, help the customer set up the roles of different users, and many other functions.

The customer doesn't have to worry about security or any instances of zoom bombing which refers to unwanted strangers intruding and hijacking the video session. That's because *Let's Talk* Video Conferencing is hosted on Amazon Web Services, considered the world's most secure cloud. They also use industry-standard public key infrastructure, issuing a digital certificate for each component by a trusted third-party certifying authority. This allows them to verify the identity of users and prevents malicious eavesdropping.

VitalCore has begun using this system for telehealth and telepsychiatry because of its security features and ease of use. We use the *Let's Talk* system to schedule and complete specialty appointments with specialty providers who are unwilling or unable to come to the facility for an in person visit. VitalCore uses the system to expand our reach to psychiatrists in areas where



there a few psychiatrists available. The uses specified above significantly reduce the need for off-site transports and reduce the cost to the counties or state in providing transport and security staff escort.

**UNIT SIX: REPORTING AND QUALITY IMPROVEMENT****a) Reporting**

VitalCore believes in transparency. We understand that we are stewards of taxpayer dollars and work in an environment that can often come under scrutiny from the media and other third parties. We understand that you often get inquiries from a variety of sources, including County leaders, media, family members, advocacy groups and many other entities that require a need for Ottawa County to have detailed information on the delivery of health services in your facilities. As a result, you will find VitalCore to be a willing partner in communicating with you in many ways and on many levels to ensure we are totally transparent and you have all of the information you need to not only manage the contract, but also respond to outside interests as necessary.

VitalCore will establish meetings on a regular basis to ensure appropriate communication is in place and program support is provided, as well as comply with NCCHC and ACA standards. The following meetings will be a part of the program.

Medical Administrative Committee (MAC) meetings are held monthly. The jail and juvenile administrators, or designee, and the responsible health authority will be in attendance monthly. The administrators may also designate additional attendees. Members of the healthcare and jail staff will attend as deemed necessary by the Health Services Administrator (HSA) or the administrators. At minimum members should include: HSA, Site Medical Director, Dentist (if applicable), psychiatrist (if applicable), Director of Nursing (D.O.N.), and Behavioral Health Coordinator. The MAC meeting is chaired by the Medical Director, HSA, or designee, and minutes or summaries are made and retained for reference. Copies are available and reviewed by all appropriate personnel. The format of the meeting is as follows:

1. Call to order
2. Acknowledgement of guests
3. Approval of previous meeting minutes
4. Old business
5. New business
6. Quality Assurance/Performance Improvement Activities
  - a. Continuous Quality Improvement Report
  - b. Environmental inspection reports
  - c. Health Services Summary Report
  - d. Offender correspondence/grievances
  - e. Infection control
  - f. Man-down and disaster drills
7. Departmental reports (i.e., dental, custody, behavioral health, etc.)
8. In-service training report
9. Health Services Report (HSR) will be provided at each meeting.





Other Administrative Meetings: Multidisciplinary Treatment Team and Utilization Review / Care Management Committee will meet weekly. Clinical recommendations by the Multidisciplinary Treatment Team are documented in the health record and carried forth by each prospective discipline authority. Multidisciplinary Treatment Teams convene to discuss high acuity cases, serious events, case outliers, and to provide recommendations regarding treatment, management issues, and accommodations to the committee. Communications occur with facility administration through the HSA on a need-to-know basis.

Discipline-Specific Director Meetings – Clinical meetings to provide clinical direction and chaired by the Director for each Discipline with each site discipline authority (e.g., Site Medical Authority, Site Behavioral Health Authority, Site Psychiatric Authority, Site Dental practitioner, etc.)

Quality Assurance Performance Improvement (QAPI) meetings will be held monthly. This meeting is attended by the site administrator and the Responsible Health Authority (RHA) or their designees, the Site Medical Director or responsible physician, the Site Behavioral Health Authority, and other members of the health and jail staff as appropriate.

Infection Control/Safety Committee/Disaster Drill Reviews will meet monthly and attendees shall include the site administrator and the Responsible Health Authority (RHA) or their designees, the Site Medical Director or responsible physician, the Site Behavioral Health Authority, and other members of the health and jail staff as appropriate.

Pharmaceutical and Therapeutics (P&T) Committee will meet quarterly (Only the P&T Regional Committee members will attend). Site staff can address pharmaceutical concerns by emailing a member of the P&T committee. P&T committee meeting minutes are distributed to the site HSA's monthly for review and discussion with staff.

VitalCore will provide all routine reports as requested in a timely fashion. We will also provide ad hoc reports requested by Ottawa County. We understand and welcome the contract monitoring process and performance measures required for Ottawa County to manage the contract appropriately. Many of our senior leadership team, including CEO Viola Riggins and COO-



Clinical Services Dr. Lorelei Ammons served in a contract monitoring role with the Kansas DOC for much of their careers, so we know why this is so important.

Many of our reports will come from the Electronic Health Record. All of the utilization reporting information will be able to be generated from the EHR. Human Resource required reports will come from our HR system, Automatic Data Processing. We utilize ADP for all of our HR functions including timekeeping, payroll, benefits, and recruitment and can run a multitude of reports from the system. Reports that cannot be provided through the EHR, ADP, or our financial systems will be tracked and provided using logs and excel spreadsheets as necessary.

#### Health Services Report

Each month VitalCore will furnish the Facility Administration with a Monthly Statistical Report (Health Services Report), with each report covering the previous reporting period. The report is comprehensive and will allow for statistical tracking at each facility. The Medical Administration Committee will reference this report during meetings, and it will comprise any essential data categories requested by the County. VitalCore's primary objective with this report is to provide the Sheriff and the Facility Administration with an all-encompassing view of the health care delivery system every month. Please see our customizable Health Services Report Template attached.

This report has been tested at other sites, can be adjusted to meet the individual site, and provides information on how we spend money and what service centers are costly and/or cost effective. A full accounting of cost savings measures and corrective action plans will be developed utilizing this intensive data management tool. A sample of our standard Health Services Report Form is included as an attachment.

#### Claims Processing

VitalCore realizes the importance of claims processing and timely payments to the overall health care program. The Health Services Administrator will be responsible for verifying invoices and will ensure they are clean and ready for payment within 30 days of receipt. For other offsite claims, we will utilize a third-party claims management processor, Millette Administrators, system at no extra cost to the County. Millette has extensive experience in network contracting and claims processing and uses an innovative analytics engine and robust messaging platform to provide messaging back to the provider at the time of claim submission. With this system, all provider claims will also be accurately adjudicated within 30 days of receipt of the claim. We will ensure the procedure is needed in the first place and then when the invoice is received from the hospital or other outside provider, this system provides the review to ensure billing is accurate according to Medicaid/Medicare rates.

If the inmate is not Medicaid or Medicare eligible, then they ensure the procedures are properly coded and charged. The amount of payment is then the amount that has been negotiated by VitalCore. Much of the success of the claims process will be obtaining appropriate information from detainees upon admission. VitalCore will obtain the necessary information from incarcerated individuals who possess health insurance and keep it on file for potential claims. We



will ensure that any outside provider understands that the inmate's insurer is responsible for payment. VitalCore has a significant history of managing the Affordable Care Act system and its effect on the incarcerated individual population. VitalCore's CEO, as the Past Chair for National Correctional Health Authorities, lead the discussion and training on managing Utilization Management, Billing Systems to draw down Federal Funds, and working with CMS through the State's Medicaid program. We will assist incarcerated individuals with form completion, meet with the individuals to obtain documentation, evaluate nursing and physician records to ensure patients qualify for service, monitor hospital stays, track monies through the Federal and State deposit funds, and transfer funds back to Ottawa County to ensure all monies are recouped by the County.

We have included sample copies of offsite reports and claims processing examples as attachments to this response.

#### **b) Continuous Quality Improvement Program**

VitalCore's Quality Assurance Performance Improvement (QAPI) program is a rigorous system of internal auditing and review designed to exceed standards. This system sets us above many competitors through its comprehensive oversight and tracking structure, including detailed forms for recording mental health care statistics in the Health Services Report, as well as other forms for psychiatric file reviews, inspections, staff meetings, QAPI meetings, and more.

VitalCore's QAPI process is preventive and involves proactive monitoring and oversight at every level of the healthcare program. We will continue to use this process at the Ottawa County Adult Jail and Juvenile Detention Center and provide a written QAPI policy with defined processes in addition to the monthly QAPI report, which includes indicators such as the number and type of inmate assessments, evaluations, and treatments, individual and group counseling, suicide precautions, crisis intervention, clinical case management, and referrals.

Unlike other correctional healthcare companies, VitalCore does not simply require completion of these forms by the Health Services Administrator (HSA) at each facility. Instead, we make sure the completed forms are submitted to the Regional Director of Operations and the Director of Quality Improvement for review. This helps us quickly identify and correct any deficiencies or troublesome trends to ensure high-quality, appropriate, and continuous care for inmates.

QAPI is an integral part of our delivery model and is used to measure the effectiveness of our services. It works best when it is planned, systematic, and implemented collaboratively by all appropriate healthcare and other disciplines. We will continue to implement this program at

**Quality Assurance**  
*Performance Improvement Plan*





Ottawa County using a specially developed, written program that meets each facility's specific needs; and, as with all our policies and practices, our QAPI policies and procedures meet or exceed NCCHC and ACA standards and will meet or exceed all applicable Ottawa County and Michigan state standards.

**Structure of the Program**

Performance Improvement is a proactive and continuous study of processes with the intent to prevent or decrease the likelihood of problems. The site Health Services Administrator will be the on-site party responsible for the development and oversight of the facility's QAPI Program. He/she will be the liaison between the VitalCore Corporate Director of Quality Improvement and facility staff and will assemble a multidisciplinary QAPI committee that meets monthly to identify areas of opportunity and identify and analyze the root causes of persistent or systemic problems.

The Vice President of Operations will oversee and assist the Health Services Administrator to ensure the facility is implementing the QAPI program as intended. Once the site has identified areas for improvement, the VitalCore Corporate Office QAPI Committee, which will include but not be limited to the Director of Quality Improvement, the Corporate Medical Director, and the Chief Operating Officer – Clinical Services, will collaborate to provide corrective action plans and establish targeted expectations for improvement. Monthly re-evaluation and follow-up will continue until the facility achieves at least 90% compliance. Thresholds will be determined by the VitalCore Corporate Office QAPI Committee who establishes targets for each problem by using Community Standards of Care, Policies, Procedures, and Nursing Clinical Guidelines that are compliant with the National Commission on Correctional Healthcare, American Correctional Association, Agency for Healthcare Research & Quality, and the Institute for Safe Medication Practices.

The Corporate Director of Quality Improvement will oversee the Corporate Quality Assurance Performance Improvement Calendar. This calendar will provide corporate expectations for standardized monthly reviews of critical healthcare functions. Data collected during these monthly company-wide reviews will inform and highlight areas of relative strength and opportunities for improvement. Quality Improvement Screens developed for each of these areas of oversight will be used to evaluate site data.

**Goals & Elements of the Program**

VitalCore's QAPI is based on five (5) programmatic elements, with related goals as noted herein:

1. Design and scope are ongoing and comprehensive to deal with the full range of services offered by the facility including, but not limited to:
  - a. Chronic care
  - b. Emergent Care
  - c. Preventive Care

- d. Care Transitions / Sequential Intercepts
  - e. Accreditation & Compliance
  - f. Outcomes-based treatment and cost effectiveness
  - g. Setting goals for safety, quality and prevention for all clinical interventions while emphasizing outcome and evidence-based treatment and cost effectiveness
2. Goals Include, but are not limited to:
- a. Provide a systematic method for multidisciplinary staff engagement within an environment of performance improvement, providing opportunities for feedback and learning.
  - b. Implement quality assessment, evaluation, performance improvement planning, and monitoring of healthcare processes and outcomes.
  - c. Identify and reduce errors Improve overall staff and offender safety.
3. Governance and Leadership are part of the critical foundation that stabilizes the QAPI program and encompass:
- a. Healthcare administration that provides leadership and support to the employees as they make the Quality Assurance process part of their routine and integrate into the culture of the site and the organization.
  - b. A Health Services Administrator that leads the employees through the process by coordinating employee training, confirming access to resources and equipment and ensuring competency development for excellent standardized care.
  - c. Leadership within the facilities that ensures expectations are being set and maintained for safety, quality, access, and prevention in a transparent and respectful environment.
  - d. Leadership that is responsible for accountability as VitalCore believes in creating an atmosphere of safety, not punishment, wherein quality concerns are reported and addressed in a respectful, efficient, and effective manner.
4. Systems are in place to monitor care and services, drawing data from multiple sources including but not limited to:
- a. Patient Outcome Measures



- b. Audit results including but not limited to:
  - i. Monthly self-auditing standards results
  - ii. Grievances or reported concerns
  - iii. Life safety results
  - iv. Serious outcome or adverse/sentinel event clinical reviews
- c. Health Record data
- d. Internal facility monitoring tools including but not limited to:
  - i. Maintenance and Environmental Services monitoring tools
  - ii. Patient satisfaction surveys
  - iii. Staff satisfaction surveys
  - iv. Infection control surveillance, tracking and trending tools
- 5. Performance Improvement Projects (PIPs) are developed, tracked, trended and patterns are identified to improve processes and outcomes:
  - a. PIPs are developed in areas identified as needing attention
  - b. Information is gathered systematically, and improvements are implemented
  - c. Selected areas are important and meaningful for specific type and scope of services unique to each facility
- 6. Systematic Analysis and Action (SAA) are essential:
  - a. SAA utilizes a systematic approach to determine where in-depth analysis is needed to fully understand problem, causes and implications of change
  - b. Ensures a thorough, organized and structured approach
  - c. Includes policies and procedures that demonstrate proficiency in use of Root Cause Analysis
  - d. Promotes continual learning and continuous improvement



**Areas of Focus**

The Health Services Administrator or designee will track adverse patient events, analyze their causes, and report their findings to the Performance Improvement Committee. The Performance Improvement Committee or assigned workgroup will implement preventive actions and mechanisms that include feedback and education throughout the facility. The Quality Assessment Rounds Form can be used to identify areas of concern such as:

1. Adverse patient events include, but are not limited to:
  - a. Medication errors
  - b. Adverse drug reactions
  - c. Major injuries
  - d. Sentinel events
  - e. Patient deaths (including Suicides)
2. Other QAPI Areas of Focus may include:
  - a. Behavioral Health Specific
    - i. Acute Care Unit Treatment Planning
    - ii. IRU Treatment Planning
    - iii. Recidivism to Acute Care/IRU
    - iv. Group Therapy outcome measure progress
  - b. Offender satisfaction
  - c. Medication management
  - d. Information management
  - e. Information technology
  - f. Pharmacy services
  - g. Infection control management

- h. Safety management
- i. Environmental services
- j. Accounting practices
- k. Marketing practices
- l. Rehab/Physical therapy
- m. Discharge planning
- n. Nursing services
  - i. Falls & Accidents
  - ii. Pain management effectiveness
  - iii. Pressure ulcers
  - iv. Venous Thromboembolism
  - v. Consistent assignments
  - vi. Use of chemical and therapeutic restraints
- o. Human Resource Services
  - i. Staffing Levels
  - ii. Staff turnover
  - iii. Staff Satisfaction

**Performance Indicators & Methodology**

VitalCore's Performance Indicators include:

- QAPI-1 - Quality Assessment Rounds Form
- QAPI-2 - Performance Improvement Project Worksheet
- QAPI-3 - FOCUS-PDCA Worksheet

- QAPI-4 - Performance Improvement Plans (PIPs) Report Form

The FOCUS-PDCA: “Find, Organize, Clarify, Understand, Select” (FOCUS) - “Plan, Do, Check, Act” (PDCA) system will be used as the accepted quality improvement methodology at all VitalCore sites. This methodology provides a structured and standardized process of identifying and conducting quality improvement projects. Each facility, with its unique issues, will be expected to identify specific areas of health care that require oversight and improvement.

Performance Improvement Plans (PIPs) will be used to establish the objectives and processes necessary to deliver results in accordance with the expected goals. Performance measures will be based on Ottawa County contract requirements and current evidence-based and best-known practices developed to represent interdepartmental communication and interdisciplinary processes as necessary to provide a solid infrastructure. The following data sources may be used in the development of performance measures:

- Employee perceptions of potential safety risks to offenders and/or employees
- Employee reports of errors or perception of errors
- Auditing tools and oversight findings
- Mental health policies and procedures
- Outcomes of processes or services, including adverse events
- Resource performance measures from facility-approved internal and external databases
- Infection control surveillance and reporting
- Review of Grievances
- Satisfaction Surveys
- Peer-Reviewed Research
- Review of sentinel events
- Performance measures related to the following processes, as appropriate for care and services provided, are reviewed monthly by the QAPI Committee:
  - Management of Hazardous Conditions
  - Medication Management

- Any Identified Procedures that places Patients at Risk
- Restraint Use
- Staffing Effectiveness.
- Appropriateness and Effectiveness of Pain Management
- Care or Services to High-Risk Populations
- Benchmarks or Thresholds that Trigger Intensive Assessment and Evaluation are Established

**Summary**

Quality Assurance Performance Improvement is an integral component of the VitalCore healthcare delivery model. It is built into the ethic of our sites and is utilized to measure the effectiveness of the care and services we provide. QAPI is most effective when it is planned, systematic, and when all appropriate healthcare and other disciplines work collaboratively to implement. At the site, Regional, and Corporate level, VitalCore is committed to a culture of quality and continuous improvement.



## UNIT SEVEN: COST PROPOSAL

The following details the VitalCore price proposal for the Ottawa County Adult Jail and Juvenile Detention Center in response to all RFP requirements for Incarcerated Individual Medical, Mental Health, Dental Health Care, and Pharmacy Services. We have provided pricing based on a population of 300 incarcerated individuals at the Adult Jail and 25 juveniles at the Juvenile Detention Center. We have included on the pages that follow a detailed breakdown of our staffing and other line-item costs, and the following is a brief narrative regarding our proposed costs.

**Staffing Plan** – VitalCore has included our proposed staffing plan on the pricing pages that follow. This staffing plan is based on our current experience in Ottawa County and includes some minor increases in staffing at both the Adult Jail and Juvenile Detention Center. The increases at the Adult Jail include an increase in nursing staff to ensure we can provide 24-hour coverage seven days per week. The increased staffing at the Juvenile Detention Center includes nursing increases to ensure we have a dedicated full-time nurse onsite 40 hours per week, eight hours per day Monday – Friday, as well as four hours each on Saturday and Sunday. We are confident this staffing plan will ensure quality healthcare can be provided in all aspects of our proposed program including medical, dental, pharmacy, and psychiatric services. As detailed in our response to the scope of work, our proposed staffing plan includes the assumption that Community Mental Health will continue to provide the same level of staffing and behavioral health services as they currently provide.

**Pharmacy Costs** – VitalCore understands that we are responsible for the cost of pharmacy services. We are proposing the continued use of Contract Pharmacy Services (CPS) as our pharmacy provider. CPS has been an excellent partner in the provision of quality service and cost-effective pricing for pharmaceuticals. We have been very successful in controlling pharmacy costs in Ottawa County to ensure we did not exceed the annual aggregate cap on pharmacy services. As a result, we are proposing a cap of \$125,000 for all pharmacy costs. Under this proposal, VitalCore will be 100% responsible for the cost of pharmacy services up to an annual limit of \$125,000. In the event costs exceed \$125,000 annually, Ottawa County will be responsible for the cost of all medication in excess of \$125,000. We are confident we will be successful in controlling costs to stay below the proposed cap based on our experience in Ottawa County and other similar sized contracts.

**Offsite Costs** – VitalCore understands that we are responsible for the cost of offsite services. Similar to pharmacy costs, we have been very successful over the past four years in minimizing offsite care and the associated costs. This is a result of our comprehensive utilization management program, quality improvement program, telehealth services, and nursing clinical guidelines that are all designed to maximize the level of care provided onsite while also ensuring quality care is provided and liability is reduced for both Ottawa County and VitalCore.



As a result, we are proposing a cap of \$75,000 for all offsite costs. Under this proposal, VitalCore will be 100% responsible for the cost of offsite services up to an annual limit of \$75,000. In the event costs exceed \$75,000 annually, Ottawa County will be responsible for the cost of all offsite care in excess of \$75,000. We are confident we will be successful in controlling costs to stay below the proposed cap based on our experience in Ottawa County and other similar sized contracts.

VitalCore understands that our proposed contract price represents a significant increase from our current contract. The reality is that the current contract has been underfunded almost since the inception of the contract and we have suffered significant financial losses on the current contract. Our insurance costs were significantly higher than anticipated from the start of the contract due to some of the previous litigation history of other correctional healthcare providers in the area. We are in no way making up for past losses on the contract, however we have priced our proposal based on actual costs incurred over the past few years and anticipated going forward.

In addition to our insurance costs mentioned above, the primary driver behind the price increase is staffing and salaries. We have added staff to the current contract to ensure we have at least two nursing staff on duty 24/7 at the adult jail and have increased the hours at the juvenile facility from 24 hours per week to 48 hours per week. Nursing salaries have increased significantly through the COVID pandemic and on an ongoing basis. While we understand the increase is significant, we believe this is what is necessary to continue to provide a quality healthcare program for the Ottawa County Adult Jail and Juvenile Detention Center.

VitalCore would be pleased to further discuss any and all components of our cost assumptions and proposed costs with Ottawa County during the oral presentation, best and final offer, and contract negotiations phase of this procurement.

### Utilization Management

VitalCore takes a different approach to Utilization Management and Review than many other correctional health care providers. Our unique system using a daily care management call is described in the following paragraphs.

We have developed a unique utilization management (UM) tool developed by using the guiding principles that are the foundation of our company called CoreCare. CoreCare monitors, tracks, and ensures correctional patients receive high-quality care as prescribed by the treating healthcare provider. This is accomplished through the application providing ongoing visible utilization management data. The UM visibility data is reviewed and analyzed so that continuous quality and patient safety improvement can be implemented. This process does not implement restrictions on those providing care. The most suitable and effective care is offered in an appropriate timely manner, for the incarcerated individuals under our care.

Our system, through the ability to monitor and track the utilization of clinical care for patients offers the opportunity to incorporate an evidence-based review through the data collected to improve organizational quality performance measures and improve the patients care structurally. This methodology of continuous quality of care improvements through data collection and review, improves the efficacy of our chartered desire to redefine healthcare for the correctional environment.

VitalCore has a robust Utilization Management (UM) Program which adds a unique and effective layer of monitoring complex cases that begins with a daily conference call at every clinical site within our company. These daily calls help our UM processes operate more efficiently by keeping all the moving parts in sync. This higher frequency of monitoring works proactively to prevent acute/severe illnesses and conditions from exacerbating. Staff can plan for proper management of chronic and infectious diseases, including the ability to implement safety measures, frequent evaluations, and follow-up care for patients with earlier intervention. To determine the best plan assuring each patient is receiving the highest quality care and the facility has the resources needed to provide that care, during the call there is discussion of each identified potentially at-risk patient and includes a review of:

- Medical Risk Management Incidents
- Previous 24hr for existing cases
- Screening Exceptions- Screenings not completed in 2hrs or facility policy of arrival to the facility, due to safety & security, intoxication or other
- Emergency Room Assessments without subsequent hospitalization
- Hospitalizations
- Suicide Watch, Observation, Suicide Attempt, Self-Injurious behavior, integrated Psychiatric health services



- Withdrawal Protocols and Treatments
- Infirmary, Medical Isolation, or Medical Observation Placements
- Complicated Wound Care
- Hunger Strike (refusal to take in adequate nutrition or fluids)
- Infectious Diseases, Ectoparasites
- Facility Incidents, Fights, or Falls

The facility Health Services Administrator (HSA), Director of Nursing (DON), Health Care Provider (HCP), Qualified Behavioral Health Professional (QBHP) if available, and a member of the Corporate Team attend the calls. The goal is to provide early intervention and treatment plans for any potential catastrophic case.

Leading our Care Management team is the Director of Utilization Management. This Registered Nurse is seasoned and highly skilled. Our corporate team partners with the site team, which is comprised of the facilities Health Services Administrator, DON, and/or the charge nurse, which attend the daily call to ensure that our most frail and acutely ill patients receive routine, urgent, and emergent attention through scheduled case management.

During every call, each clinician identifies each significant case within the facility and informs the lead clinician assigned to the call, details of the treatment sequence and its prior progress. The end goal is to decrease exacerbations of their disease, improve quality of life and prevent unnecessary ER visits and long-term hospitalizations. Patients' care will be monitored and aligned through daily care management collaborations with the onsite nursing and medical staff. Additionally, we will collaborate with the facilities reentry team to facilitate a well-rounded evidence-based care plan.

VitalCore also encourages the facility administrators to attend this call to hear the discussion. We believe this allows more oversight and more precise coordination. This daily coordination generates tangible benefits for the facility. For example, in a County Commission meeting on September 23, 2021, Weber County Jail officials reported that the privatization of health care services with VitalCore significantly improved health care for inmates in the jail because of our emphasis on quality and our refinement of staffing procedures. They stated that the change has helped to improve the medical attention inmates receive, noting that VitalCore's precise monitoring system helped mitigate potential inmate medical issues before they became severe. Specifically, these officials referred to our daily care management calls (which they also attended). Call attendance allowed them firsthand insight into our daily operational structure and greater participation in coordinating delivery.



## Managing High Acuity Care Populations to Improve Patient Outcomes

### What is Care Management?

Care management is a team-based, patient-centered approach designed to assist patients and their support systems in managing medical conditions more effectively. It also encompasses those care coordination activities needed to help manage chronic illness.

Goal: Achieve an optimal level of wellness and improve coordination of care while providing cost effective, non-duplicative services.

- Primary care management principles that can transform care in the correctional environment.
- Methods to recognize potential high acuity care populations in prisons and detention facilities.
- Multi-Disciplinary Service Teams – How they can play a significant role in reducing risk.
- Daily care calls – A conduit leading to effective care management and quality principles for positive patient outcomes.
- Care management (CM) has emerged as a leading practice-based strategy for managing the health of populations.

Care Management: Implications for Medical Practice, Health Policy, and Health Services Research. Agency for Healthcare Research and Quality, Rockville, MD.

<https://www.ahrq.gov/ncepcr/care/coordination/mgmt.html>



Agency for Healthcare  
Research and Quality

### Principles of Care Management in the Community

Centers for Medicaid and Medicare Services (CMS):

- One complex chronic condition lasting at least 3 months, which is the focus of the care plan,
- The condition is of sufficient severity to place patient at risk of hospitalization or have been cause of a recent hospitalization,
- The condition requires development or revision of disease-specific care plan, and
- The condition requires frequent adjustments in the medication regimen, and/or the management of the condition is unusually complex due to comorbidities.

Example of Daily Care Call Information

**Daily Care**  
**Management Calls**



**Care Management Call Log**

Site: \_\_\_\_\_ Population: \_\_\_\_\_ Date: \_\_\_\_\_

**Medical Risk Management Incidents (See Form #133)**

Name	Number or DOB	Event Type	Date Incident Occurred	Date Review Scheduled	Daily Update (do not remove from the list until review has been Completed and Submitted)

**ED Runs**

Name	Number or DOB	Date sent	Date returned	Admitted (Yes or No)	Daily Update -EMS or custody vehicle

**Hospitalizations**

Name	Number or DOB	Date Admitted	Date released	Diagnosis	Daily Update

**Withdrawal Protocols**

Name	Number or DOB	CIWA, COWS, or both	Date placed on protocol	Assessment score	Daily Update

**Infirmity, Medical Isolation, or Medical Observation Placements, Complicated Wound Care, hunger Strike (refusal to take in adequate nutrition or fluids), Infectious Diseases or Insects**

Name	Number or DOB	Medical concern	Daily Update/Plan

**Suicide/Safety Watch, Other Monitored Status, Suicide Attempt, or Self-Harm patients**

Name	Number or DOB	Date placed on watch	Diagnosis	Watch level	Daily Update/Behaviors/MDST Plan



## Daily Care Calls & Quality Assurance / Performance Improvement – Where do they Intersect?



### Benefits of Daily Care Calls – Summary

- Identify modifiable risk cases early and make interventions that count
- Communication Among all Multi-Disciplinary Services & Overseers
- Transparency & Accountability
- Data Collection
- Quality Improvement

This system has resulted in reducing the need for off-site services in our other contract sites. In most of these sites, we have been able to reduce the cost of off-site services by 30%. We do this by ensuring that our site medical staff are experienced professionals who are able to accurately assess situations and many times, provide services on-site rather than transporting them off-site. All onsite services will be at the direction of a physician which may also be supplemented by our unique telehealth program.

When VitalCore has begun many new contract sites, we have found that site nurses did not have sufficient experience and expertise to adequately assess emergency situations. Unfortunately, they too frequently chose to send the offender offsite rather than risk serving the incarcerated individual onsite. VitalCore fully understands the balance that is needed with these decisions so that we are not taking unnecessary risks but also so that the staff are not operating under fear of making the wrong decisions. We do this by hiring experienced nurses and by training them well in making such decisions. Our physicians will be part of this training process.

Additionally, VitalCore will not only contain costs through preventive medicine and utilization management but also through quality communication with outside providers, prompt payment discounts, and aggressive negotiations with the right vendors.

VitalCore provides utilization management processes that include health care decisions in line with ambulatory care centers in the community. We use standard referral approval processes at the site Medical Director's level. Offsite service appointments outside of the telehealth system that are not routinely part of a family practice approval process will require a specialty service approval. Otherwise, the site Medical Director will have the authority to approve all specialty treatments in the telehealth system that are considered appropriate and necessary care. Each offsite service order will be discussed during the daily care management call conducted at each site.

We realize that correctional approval systems in the past have been "made up" as the companies grew and expanded, with no real basis in clinical ethics that tie those systems to community practice. Our system is specifically in line with community practice, using community standards of approval based on Medicaid services for indigent care.

VitalCore has extensive manuals in place including policies and procedures, nursing clinical guidelines, infirmary care, infection prevention and control, behavioral health services, and personnel manual. Our policies and procedures have been developed to align with the standards of the American Correctional Association (ACA), National Commission on Correctional Health Care (NCCCHC) and Prison Rape Elimination Act (PREA) regulations. We will ensure that Ottawa County policies comply with all of these standards. VitalCore will also ensure that our policies and practices comply with the American Society of Addiction Medicine Standards, and all Ottawa County policies and directives. We can assure Ottawa County that we will meet and, in many cases, exceed all of these standards.

When staff members have clear direction on policies and procedures, the workplace runs efficiently and effectively. To that end, VitalCore will ensure teams are aligned – and compliant - by providing the facility with a manual of written policies and defined procedures regarding healthcare services that address each applicable ACA or NCCCHC standard. The manual will clearly outline the official position of the health services operations on key issues and include detailed guidelines concerning how the policies and procedures will be implemented.

The on-site Health Services Administrator is ultimately responsible for ensuring that staff - and new personnel - follow approved policies and procedures. The VitalCore Policy and Procedure Manual will also be reviewed annually by corporate office staff and site health care personnel.

Health services (including medical, dental, behavioral health, and ancillary services) are coordinated with jail administration through joint monitoring, planning, and problem resolution. Healthcare is discussed at administrative meetings and healthcare staff meetings are conducted to review administrative issues. Statistical reports are generated monthly to include information



for all services provided by the site health care units. Ongoing communication and cooperative efforts between VitalCore's Regional Office, site healthcare units, and the site administrator is maintained.



### Cost Containment

VitalCore offers a range of enhancements at no extra cost to the County. Our secure telehealth system, triage assessment system, and quality assurance performance improvement (QAPI) program reduce offsite costs while optimizing service delivery and minimizing risk. Additionally, expanding services in-house through contracting with mobile specialty and ancillary providers, and training our nursing leaders on-site to perform a wider range of treatments will further reduce costs.

Our Utilization Management (UM) and Utilization Review (UR) protocols will prevent inaccurate off-site referrals through comprehensive audits, reviews, and retraining, when necessary, effectively reducing risk in the facilities. Furthermore, VitalCore will provide comprehensive training for security staff in health and mental health screening and observation, particularly in high-priority areas such as suicide prevention to protect vulnerable and at-risk inmates. Our healthcare program will also consistently uphold local community standards of care, as we are committed to maintaining a community standard at all times.

We have a very unique record for our cost containment practices while providing the highest quality of care. Please see more about our cost containment methods:

### **On-Site Services**

VitalCore is equipped to provide a wide range of ancillary services on-site as part of our comprehensive health care program. We will provide as many on-site services as possible including laboratory and x-ray services, with our physicians reviewing all laboratory results within 24-48 hours. The reviewing physician will assess the follow-up care indicated and screen for any discrepancies between the clinical observations and laboratory results. The on-call physician will receive immediate notification in cases of STAT or abnormal reports. VitalCore will provide all



routine x-ray services on-site using mobile x-ray services. All x-rays will be performed by a registered technician and all results will be interpreted by a board certified or licensed radiologist. We will ensure that site nurses will collect laboratory specimens on site and all results will be reported within 24 hours.

### **Triage Assessment System**

At the Ottawa County Adult Jail and Juvenile Detention Center, VitalCore staff successfully identify the need for all emergency and non-emergency medical using our unique Triage Assessment System. Our system involves training staff in specialized triage procedures to accurately assess incoming inmates and continue accurate assessments throughout their incarceration. This correctional-specific triage mechanism prepares staff to assess indicators, acuity levels, prioritization, and other techniques effectively. Furthermore, the Charge Nurse (RN) will receive special training in emergency triage and will have authority to accurately respond to emergencies and make the decision to activate emergency services, following our Emergency Triage Assessment protocols.

To ensure the effectiveness of our Emergency Triage Assessment system, VitalCore's Regional Medical Director (RMD) will continue to train and work with the site Medical Director for the Ottawa County facilities and the nursing team. Their goal is to accurately identify which patients require specialty care and emergency treatment. The RMD will also review referred cases to determine preventable or unnecessary situations. If the RMD believes a provider's decision was inappropriate, they will provide counseling and training to prevent similar situations in the future.

When used alongside our Telehealth system and Quality Assurance Performance Improvement (QAPI) program, VitalCore's Triage Assessment process has significantly reduced the need for specialty and off-site emergency trips. This reduction ranges from at least 30% to as much as 50% in most of our contract sites. This not only saves our County and State partners money but also reduces costs associated with staff transports and security escorts, while increasing facility security.

What sets VitalCore's Triage Assessment

System apart from our competitors is that it combines recent advances in nursing practice with correctional healthcare best practices. This allows our system to place a high level of focus on the specific needs of correctional facilities, including detoxification, suicide prevention, and trauma identification. Through this system, Ottawa County saves money on off-site costs and mitigates risks. We will continue to offer this program at Ottawa County to ensure stability and safety for everyone at the facility.

## **Triage Assessment System**





### Nursing Clinical Guidelines

VitalCore has an extensive array of Nursing Clinical Guidelines that have been developed, tailored to corrections, and implemented for training, consistency, and overall quality of care. They include all areas of general nursing care and treatment of chronic disease. Our clinical guidelines have been reviewed and approved by a team of highly skilled experts including Dr. Linette Linthicum, MD, Board Certified Internal Medicine, and Dr. Newton Kendig, MD. Board Certified in Family Medicine. In addition to these highly qualified physicians, the Nursing Clinical Guidelines have been reviewed and approved by six nurses in the correctional health care field with experience in Correctional Nursing, Emergency Nursing, Family Practice Nursing, and Infectious Disease training.

The Nursing Clinical Guidelines are designed to enhance the physician's care and use resources efficiently. Nurses can refer offenders to a physician, psychiatrist, or dentist at any time. However, when the guidelines are used for the third time on the same health complaint, the incarcerated individual will automatically be referred to the appropriate practitioner. The incarcerated individual must be seen by the practitioner within seven days unless an earlier appointment is needed.

In addition to referring to a health care practitioner at the third event, we will promote the policy that all repeat visits to the PA/APRNs are reviewed by the physician assigned to that facility and at the third referral for the same complaint to the PA/APRN that patient will be referred to the physician and/or specialist for evaluation, diagnosis, treatment, and clinical collaboration with the clinical team.

Because training is integral to the VitalCore workplace culture, all nursing staff will be trained in their use of the clinical guidelines, as well as equipment and supplies needed to provide the requested testing. They must also demonstrate their knowledge and the skills needed to use the guidelines and equipment. The actual guidelines are reviewed annually to ensure their continued effectiveness. In addition, VitalCore protocols require a Nursing Peer Review, Monthly CQI chart reviews, and an annual competencies test.

The following pages detail the VitalCore proposed pricing, including staffing plans for both the Adult Jail and Juvenile Detention Center, proposed salaries for each position, and a detailed line-item breakdown of annual costs for each of the potential four years of the contract for both facilities.

## Ottawa County Adult Jail (ADP 300)

Position	FTE	Backfill	Hours	SCHEDULE							FTE SUM	Check vs Column B
<b>DAY SHIFT</b>		<b>0.10 of FTE</b>		<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>		
Administrative Assistant	1.00		40		8	8	8	8	8		1.00	TRUE
APRN	0.15	0.02	6					6			0.15	TRUE
Medical Director (Physician)	0.13	0.01	5						5		0.13	TRUE
Psych APRN	0.10	0.01	4				4				0.10	TRUE
Psych PA	0.10	0.01	4					4			0.10	TRUE
Director of Nursing	1.00		40		8	8	8	8	8		1.00	TRUE
Health Services Administrator	1.00		40		8	8	8	8	8		1.00	TRUE
Charge RN	2.10	0.21	84	12	12	12	12	12	12	12	2.10	TRUE
LPN	2.10	0.21	84	12	12	12	12	12	12	12	2.10	TRUE
<b>DAYSHIFT TOTALS:</b>	<b>7.68</b>	<b>0.47</b>	<b>307</b>	<b>24</b>	<b>48</b>	<b>48</b>	<b>52</b>	<b>58</b>	<b>53</b>	<b>24</b>	<b>7.68</b>	<b>TRUE</b>
<b>NIGHT SHIFT</b>		<b>0.1 of FTE</b>										
Charge RN	2.10	0.21	84	12	12	12	12	12	12	12	2.10	TRUE
LPN	2.10	0.21	84	12	12	12	12	12	12	12	2.10	TRUE
<b>NIGHT SHIFT TOTALS:</b>	<b>4.20</b>	<b>0.42</b>	<b>168</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>4.20</b>	<b>TRUE</b>
<b>TOTALS:</b>	<b>11.88</b>	<b>0.89</b>	<b>475</b>	<b>48</b>	<b>72</b>	<b>72</b>	<b>76</b>	<b>82</b>	<b>77</b>	<b>48</b>	<b>11.88</b>	<b>TRUE</b>
<b>Backfill</b>		<b>0.89</b>	<b>Hrs/WK DAY = 475. = 11.88</b>									
		<b>12.76</b>										





## Direct Labor Costs for Base Year - Ottawa County MI Adult

Direct Labor Costs												
	Regular Hours			Night Shift Differential		Back Fill						
Personnel Costs cover all Contract Line Items (CLINs)	Estimated Labor Hours Auto Imported from Tab1	Regular Hourly Rate \$	Regular Hours Cost	Estimated Night Shift Hours***	Night Shift Differential Cost* Differential Rate \$2.00	Backfill Hours 0.10 of FTE	Regular Hourly rate	Back Fill Costs	Total Labor Hour Cost	Total Benefit Percent: 29%	Labor Overhead: 01%	Total Annual Direct Labor
<b>Administrative Assistant</b>	40	\$ 26.00	\$ 1,040.00		\$ -		\$ 26.00	\$ -	\$1,040.00	\$301.60	\$13.42	\$1,355.02
<b>APRN</b>	6	\$ 75.00	\$ 450.00		\$ -	0.6	\$ 75.00	\$ 45.00	\$495.00	\$143.55	\$6.39	\$644.94
<b>Medical Director</b>	5	\$ 150.00	\$ 750.00		\$ -	0.5	\$ 150.00	\$ 75.00	\$825.00	\$239.25	\$10.64	\$1,074.89
<b>Psych APRN</b>	4	\$ 75.00	\$ 300.00		\$ -	0.4	\$ 75.00	\$ 30.00	\$330.00	\$95.70	\$4.26	\$429.96
<b>Psych PA</b>	4	\$ 75.00	\$ 300.00		\$ -	0.4	\$ 75.00	\$ 30.00	\$330.00	\$95.70	\$4.26	\$429.96
<b>Director of Nursing</b>	40	\$ 50.00	\$ 2,000.00		\$ -		\$ 50.00	\$ -	\$2,000.00	\$580.00	\$25.80	\$2,605.80
<b>Health Services Administrator</b>	40	\$ 60.00	\$ 2,400.00		\$ -		\$ 60.00	\$ -	\$2,400.00	\$696.00	\$30.96	\$3,126.96
<b>Charge RN</b>	168	\$ 45.00	\$ 7,560.00	84	\$ 168.00	16.8	\$ 45.00	\$ 756.00	\$8,484.00	\$2,460.36	\$109.44	\$11,053.80
<b>LPN</b>	168	\$ 33.00	\$ 5,544.00	84	\$ 168.00	16.8	\$ 33.00	\$ 554.40	\$6,266.40	\$1,817.26	\$80.84	\$8,164.49
<b>Total Hours</b>	<b>475</b>											
											<b>Weekly</b>	<b>\$28,885.81</b>
											<b>Yearly</b>	<b>\$1,502,062.34</b>

## Annual Allocation for Ottawa County Adult Jail

Annual Allocation Year 1	
Description Population	300
Staffing	\$ 1,502,062.34
Employee Education, Recruiting, Orientation	\$ 3,000.00
Lab, Diagnostics and on-site services	\$ 20,000.00
Medical Supplies	\$ 15,000.00
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ 15,000.00
Pharmacy (capped)	\$ 125,000.00
Out of Facility Care (capped)	\$ 75,000.00
Insurance	\$ 39,000.00
Corporate Administration	\$ 100,000.00
Margin	\$ 75,000.00
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 15,000.00
<b>Total Annual Cost by Population:</b>	<b>\$ 1,984,062.34</b>
<b>TOTAL PER DIEM PER INMATE PER DAY</b>	<b>\$ 18.12</b>

Annual Allocation Year 4		% Increase From Year
Description Population	300	3
Staffing	\$ 1,689,615.85	4%
Employee Education, Recruiting, Orientation	\$ 3,374.59	4%
Lab, Diagnostics and on-site services	\$ 22,497.28	4%
Medical Supplies	\$ 16,872.96	4%
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ 16,872.96	4%
Pharmacy (capped)	\$ 125,000.00	
Out of Facility Care (capped)	\$ 75,000.00	
Insurance	\$ 43,869.70	4%
Corporate Administration	\$ 112,486.40	4%
Margin	\$ 84,364.80	4%
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 16,872.96	4%
<b>Total Annual Cost by Population:</b>	<b>\$ 2,055,424.83</b>	

Annual Allocation Year 2	
Description Population	300
Staffing	\$ 1,562,144.83
Employee Education, Recruiting, Orientation	\$ 3,120.00
Lab, Diagnostics and on-site services	\$ 20,800.00
Medical Supplies	\$ 15,600.00
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ 15,600.00
Pharmacy (capped)	\$ 125,000.00
Out of Facility Care (capped)	\$ 75,000.00
Insurance	\$ 40,560.00
Corporate Administration	\$ 104,000.00
Margin	\$ 78,000.00
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 15,600.00
<b>Total Annual Cost by Population:</b>	<b>\$ 2,055,424.83</b>

% Increase From Year 1

4%

4%

4%

4%

4%

4%

4%

4%

4%

4%

Annual Allocation Year 3	
Description Population	300
Staffing	\$ 1,624,630.62
Employee Education, Recruiting, Orientation	\$ 3,244.80
Lab, Diagnostics and on-site services	\$ 21,632.00
Medical Supplies	\$ 16,224.00
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ 16,224.00
Pharmacy (capped)	\$ 125,000.00
Out of Facility Care (capped)	\$ 75,000.00
Insurance	\$ 42,182.40
Corporate Administration	\$ 108,160.00
Margin	\$ 81,120.00
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 16,224.00
<b>Total Annual Cost by Population:</b>	<b>\$ 2,055,424.83</b>

% Increase From Year 2

4%

4%

4%

4%

4%

4%

4%

4%

4%

4%

Offsite Care costs are capped at \$75,000 annually

Pharmacy costs are capped at \$125,000 annually

## Ottawa County Juvenile Detention Center (ADP 25)

Position	FTE	Backfill	Hours	SCHEDULE							FTE SUM	Check vs Column B
DAY SHIFT		0.15 of FTE		S	M	T	W	T	F	S		
Charge RN	1.20	0.18	48	4	8	8	8	8	8	4	1.20	TRUE
Medical Director	0.10	0.02	4		4						0.10	TRUE
Psych APRN	0.05	0.01	2					2			0.05	TRUE
<b>DAYSHIFT TOTALS:</b>	<b>1.35</b>	<b>0.20</b>	<b>54</b>	<b>4</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>10</b>	<b>8</b>	<b>4</b>	<b>1.35</b>	<b>TRUE</b>



		Direct Labor Costs for Base Year - Ottawa County Juvenile Detention Center										
Direct Labor Costs												
	Regular Hours			Night Shift Differential		Back Fill						
Personnel Costs cover all Contract Line Items (CLINs)	Estimated Labor Hours Auto Imported from Tab1	Regular Hourly Rate \$	Regular Hours Cost	Estimated Night Shift Hours***	Night Shift Differential Cost* Differential Rate \$2.00	Backfill Hours 0.15 of FTE	Regular Hourly rate	Back Fill Costs	Total Labor Hour Cost	Total Benefit Percent: 29%	Labor Overhead: 01%	Total Annual Direct Labor
Charge RN	48	\$ 45.00	\$ 2,160.00		\$ -	7.2	\$ 45.00	\$ 324.00	\$2,484.00	\$720.36	\$32.04	\$3,236.40
Medical Director	4	\$ 200.00	\$ 800.00		\$ -	0.6	\$ 200.00	\$ 120.00	\$920.00	\$266.80	\$11.87	\$1,198.67
Psych APRN	2	\$ 80.00	\$ 160.00		\$ -	0.3	\$ 80.00	\$ 24.00	\$184.00	\$53.36	\$2.37	\$239.73
Total Hours	54											
											Weekly	\$4,674.81
											Yearly	\$243,089.87

Annual Allocation for Ottawa County Juvenile Detention Center

Annual Allocation Year 1	
Description Population	25
Staffing	\$ 243,089.87
Employee Education, Recruiting, Orientation	\$ 2,000.00
Lab, Diagnostics and on-site services	\$ 2,000.00
Medical Supplies	\$ 1,000.00
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ -
Pharmacy	\$ -
Out of Facility Care	\$ -
Insurance	\$ 3,250.00
Corporate Administration	
Margin	
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 1,000.00
<b>Total Annual Cost by Population:</b>	<b>\$ 252,339.87</b>
<b>TOTAL PER DIEM PER INMATE PER DAY</b>	<b>\$ 27.65</b>

Annual Allocation Year 2	
Description Population	25
Staffing	\$ 252,813.47
Employee Education, Recruiting, Orientation	\$ 2,080.00
Lab, Diagnostics and on-site services	\$ 2,080.00
Medical Supplies	\$ 1,040.00
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ -
Pharmacy	\$ -
Out of Facility Care	\$ -
Insurance	\$ 3,380.00
Corporate Administration	
Margin	\$ -
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 1,040.00
<b>Total Annual Cost by Population:</b>	<b>\$ 262,433.47</b>

Annual Allocation Year 3	
Description Population	25
Staffing	\$ 262,926.00
Employee Education, Recruiting, Orientation	\$ 2,163.20
Lab, Diagnostics and on-site services	\$ 2,163.20
Medical Supplies	\$ 1,081.60
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ -
Pharmacy	\$ -
Out of Facility Care	\$ -
Insurance	\$ 3,515.20
Corporate Administration	
Margin	\$ -
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 1,081.60
<b>Total Annual Cost by Population:</b>	<b>\$ 272,930.80</b>

Annual Allocation Year 4	
Description Population	25
Staffing	\$ 273,443.04
Employee Education, Recruiting, Orientation	\$ 2,249.73
Lab, Diagnostics and on-site services	\$ 2,249.73
Medical Supplies	\$ 1,124.86
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ -
Pharmacy	\$ -
Out of Facility Care	\$ -
Insurance	\$ 3,655.81
Corporate Administration	\$ -
Margin	\$ -
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 1,124.86
<b>Total Annual Cost by Population:</b>	<b>\$ 283,848.04</b>

% Increase From	Year 3
	4%
	4%
	4%
	4%
	4%
	4%
	4%
	4%
	4%
	4%
	4%

% Increase From  
Year 1

4%  
4%  
4%  
4%

4%  
4%

% Increase From  
Year 2

4%  
4%  
4%  
4%

4%  
4%

Pharmacy and Offsite Costs included in Adult Jail Allocation

**UNIT EIGHT: HEALTHCARE SERVICES PLAN AND RFP EXCEPTIONS**

VitalCore has responded to each section of the scope of services in response to Unit Five, Program Delivery. This includes a comprehensive approach to providing Medical Care Services, Mental Health Care Services, Pharmacy Services, Administrative Services, and all other services as required by the RFP.

VitalCore will meet all of the specifications of the RFP and contract requirements. We have not taken any exception to the requirements or provided any alternate proposals.



**VITALCORE HEALTH STRATEGIES  
BEST AND FINAL OFFER  
OTTAWA COUNTY RFP 24-066  
INMATE AND JUVENILE HEALTHCARE SERVICES  
JULY 3, 2024**

VitalCore Health Strategies is pleased to present this Best and Final Offer to Ottawa County in response to RFP 24-066 for Inmate and Juvenile Healthcare Services and your subsequent request for a Best and Final Offer. We have provided a response to each of the questions you have proposed as well as revised pricing.

**a. From the discussion on reporting and quality improvement**

**1. If available, provide information on VitalCore policies that relate to reporting and quality improvement**

***VitalCore Response***

Attached to this response is our policy on our Continuous Quality Improvement Program as well as our sample Health Services Report Form, just one example of our reporting capabilities. There are many other reports VitalCore can provide based on the needs of Ottawa County. We have also included sample reports from our CoreCare system in response to that question below.

**2. On the new proposed CoreCare software, will Ottawa County have access to the software to check claims status or will reports only be available monthly?**

***VitalCore Response***

At this time, our CoreCare system does not have a “read only” access function. Therefore, reports will be available to Ottawa County monthly. As we continue to develop the CoreCare system, we plan to have a read only access function and at that time, designated Ottawa County staff will have access to the system to review claim status.

**3. Provide if available, basic information on negotiated amounts of payment as noted in the VitalCore proposal (With what providers? Are they contracted? How are amounts determined?)**

***VitalCore Response***

We have been very successful in negotiating reimbursement to offsite providers in Ottawa County at Medicaid rates. This includes Corewell Health as well as many specialty providers. There have historically been a few specialists that were not willing to accept Medicaid reimbursement, however we have been successful in finding alternative providers that are willing to accept Medicaid reimbursement. While we do not have formal contractual agreements in place with

these providers, they have been accepting payment based on the Michigan State Medicaid Reimbursement schedule for some time.

**b. From the discussion on pricing**

**1. If available, provide historical reporting information on pharmacy and offsite costs to show how proposed caps were determined.**

***VitalCore Response***

The following represents our historical costs for pharmacy and offsite services in Ottawa County. As mentioned during our interview, you have had one patient that has incurred significant offsite costs over the past couple of years. We took this into account in determining offsite cost caps as we understand this individual is not currently in custody. Obviously, this individual could return at any time, and you never know what you are going to get in terms of new intakes that may have significant health conditions, however we are confident that barring any unforeseen catastrophic circumstances, we can control pharmacy and offsite costs within our proposed caps.

	6/1/19 – 5/31/20	6/1/20 – 5/31/21	6/1/21 – 5/31/22	6/1/22 – 5/31/23	6/1/23 – 5/31/24
Pharmacy Costs	\$100,018	\$84,604	\$115,789	\$126,920	\$51,793
Offsite Costs	\$4,067	\$32,362	\$82,612	\$88,910	\$171,838

**2. With the new CoreCare software, would reporting on pharmacy and offsite cost caps be available to those with access?**

***VitalCore Response***

CoreCare tracks offsite costs but does not track pharmacy costs. However, we can report on both pharmacy and offsite costs as we can provide Ottawa County with the monthly invoice from our pharmacy subcontractor, Contract Pharmacy Services, and offsite costs can be tracked through monthly reporting on CoreCare. We included a sample claims report on offsite costs as part of our interview packet, and we have also included some other CoreCare reports as an attachment to this response.

**3. With CoreCare , the increased staffing and utilization of daily care calls, what type of annual review of cost containment practices and strategies can we expect?**

***VitalCore Response***

VitalCore would be pleased to schedule an annual meeting with Ottawa County staff to review the status of the contract and jointly determine goals for the upcoming year. This



review will include a discussion of major accomplishments for the year, staffing levels and recruitment activities, status of actual costs for pharmacy and offsite services compared to the proposed caps, quality improvement activities, a general operational review of the program, as well as establish goals for the upcoming contract year, including cost containment practices and strategies.

**Staffing: Can staffing at Juvenile Services be re-examined? If there is a nurse on-site for eight hours, Monday to Friday, what happens on the weekends?**

***VitalCore Response***

We have reviewed our proposed staffing for the Juvenile Facility as part of this Best and Final Offer but believe the staffing we have proposed, including 4 hours on Saturday and Sunday, is necessary to provide quality services to the juvenile population and complete all required tasks. We have not made any changes to our proposed staffing as part of this Best and Final Offer.

**Best and Final Offer: Requesting that, using the attached form, VitalCore provide a best and final offer that will also note a monthly invoice amount for both the Jail and Juvenile Detention.**

***VitalCore Response***

We have completed the required forms and included them on the pages that follow. VitalCore has submitted a very competitive bid based on our historical costs in providing these services in Ottawa County for the past five years. Our proposed staffing and wages are necessary to provide quality services and recruit and retain quality staff. We believe based on our costs in similar sized contracts in Michigan and throughout the country that our proposed pricing is extremely fair. In the interest of providing some reduction in price as part of this Best and Final Offer, we have reduced our margin by \$25,000 annually. The completed pricing forms are included on the pages that follow.



**RFP 24-066**  
**For Inmate and Juvenile Healthcare Services**

*The undersigned hereby submits a best and final offer to perform all work in accordance with the specifications, terms, and conditions of the County Request for Proposal 24-066 and as per Contractor response received May 14, 2024.*

With the exception of Pharmacy (capped as noted) and Out of Facility Care (capped as noted), pricing below to be a summary of the following contracted costs as noted in response: Staffing, Employee Education, Recruiting, Orientation, Lab, Diagnostics and on-site services, Medical Supplies, Telephones, Communications, Computers, Office Supplies and Equipment, Insurance, Corporate Administration, Margin Software License, Hardware, EMR Installation and Hosting and Training.

**PRICING BASED ON A POPULATION OF 300 INCARCERATED INDIVIDUALS AT THE ADULT JAIL.**

**1. FROM START OF CONTRACT TO OCTOBER 1, 2024**

Monthly Invoiced Amount for Contracted Services:	\$ <u>165,338.53</u>	\$ <u>163,255.20</u>
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**2. ANNUAL ALLOCATION – YEAR ONE:** As Submitted 05/14/2024

Best and Final Offer

Contracted Services Annual Cost:	\$ <u>1,784,062.34</u>	\$ <u>1,759,062.34</u>
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Pharmacy Capped:	\$ <u>125,000.00</u>	\$ <u>125,000</u>
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Out of Facility Care Capped:	\$ <u>75,000.00</u>	\$ <u>75,000</u>
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Total Annual Cost – Year One:	\$ <u>1,984,062.34</u>	\$ <u>1,959,062.34</u>
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Monthly Invoiced Amount for Contracted Services:	\$ <u>165,338.53</u>	\$ <u>163,255.20</u>
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**3. ANNUAL ALLOCATION – YEAR TWO:** As Submitted 05/14/2024

Best and Final Offer

Contracted Services Annual Cost:	\$ <u>1,855,424.83</u>	\$ <u>1,829,424.83</u>
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Pharmacy Capped:	\$ <u>125,000.00</u>	\$ <u>125,000</u>
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Out of Facility Care Capped:	\$ <u>75,000.00</u>	\$ <u>75,000</u>
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Total Annual Cost – Year Two:	\$ <u>2,055,424.83</u>	\$ <u>2,029,424.83</u>
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Monthly Invoiced Amount for Contracted Services:	\$ <u>171,285.40</u>	\$ <u>169,118.74</u>
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% increase from Year One:	<u>4%</u>	<u>3.6%</u>
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4. **ANNUAL ALLOCATION – YEAR THREE:** As Submitted 05/14/2024

Best and Final Offer

Contracted Services Annual Cost:	\$ <u>1,929,641.82</u>	\$ <u>1,902,601.82</u>
Pharmacy Capped:	\$ <u>125,000.00</u>	\$ <u>125,000</u>
Out of Facility Care Capped:	\$ <u>75,000.00</u>	\$ <u>75,000</u>
Total Annual Cost – Year Three:	\$ <u>2,129,641.82</u>	\$ <u>2,102,601.82</u>
Monthly Invoiced Amount for Contracted Services:	\$ <u>177,470.15</u>	\$ <u>175,216.82</u>
% increase from Year Two:	<u>4%</u>	<u>3.6%</u>

5. **ANNUAL ALLOCATION – YEAR FOUR:** As Submitted 05/14/2024

Best and Final Offer

Contracted Services Annual Cost:	\$ <u>2,006,827.50</u>	\$ <u>1,978,705.90</u>
Pharmacy Capped:	\$ <u>125,000.00</u>	\$ <u>125,000</u>
Out of Facility Care Capped:	\$ <u>75,000.00</u>	\$ <u>75,000</u>
Total Annual Cost – Year Four:	\$ <u>2,206,827.50</u>	\$ <u>2,178,705.90</u>
Monthly Invoiced Amount for Contracted Services:	\$ <u>183,902.29</u>	\$ <u>181,558.83</u>
% increase from Year Three:	<u>4%</u>	<u>3.6%</u>

Please provide a response to the following question: If pricing is based on 300 incarcerated individuals, at what point in a population increase would pricing be re-evaluated?

We would re-evaluate pricing, based on the potential increased staffing, in the event the population exceeded 400 incarcerated individuals.s,

**PRICING BASED ON A POPULATION OF 25 JUVENILES AT THE JUVENILE DETENTION CENTER.**

**1. FROM START OF CONTRACT TO OCTOBER 1, 2024**

Monthly Invoiced Amount for Contracted Services:	\$ <u>21,028.32</u>	\$ <u>21,028.32</u>
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**2. ANNUAL ALLOCATION – YEAR ONE:** As Submitted 05/14/2024

Best and Final Offer

Contracted Services Annual Cost:	\$ <u>252,339.87</u>	\$ <u>252,339.87</u>
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Pharmacy Capped:	\$ <u>Included in Jail</u>	\$ <u>Included in Jail</u>
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Out of Facility Care Capped:	\$ <u>Included in Jail</u>	\$ <u>Included in Jail</u>
------------------------------	----------------------------	----------------------------

Total Annual Cost – Year One:	\$ <u>252,339.87</u>	\$ <u>252,339.87</u>
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Monthly Invoiced Amount for Contracted Services:	\$ <u>21,028.32</u>	\$ <u>21,028.32</u>
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**3. ANNUAL ALLOCATION – YEAR TWO:** As Submitted 05/14/2024

Best and Final Offer

Contracted Services Annual Cost:	\$ <u>262,433.47</u>	\$ <u>262,433.47</u>
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Pharmacy Capped:	\$ <u>Included in Jail</u>	\$ <u>Included in Jail</u>
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Out of Facility Care Capped:	\$ <u>Included in Jail</u>	\$ <u>Included in Jail</u>
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Total Annual Cost – Year Two:	\$ <u>262,433.47</u>	\$ <u>262,433.47</u>
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Monthly Invoiced Amount for Contracted Services:	\$ <u>21,869.46</u>	\$ <u>21,869.46</u>
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% increase from Year One:	<u>4%</u>	<u>4%</u>
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**4. ANNUAL ALLOCATION – YEAR THREE:** As Submitted 05/14/2024

Best and Final Offer

Contracted Services Annual Cost:	\$ <u>272,930.80</u>	\$ <u>272,930.80</u>
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Pharmacy Capped:	\$ <u>Included in Jail</u>	\$ <u>Included in Jail</u>
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Out of Facility Care Capped:	\$ <u>Included in Jail</u>	\$ <u>Included in Jail</u>
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Total Annual Cost – Year Three:	\$ <u>272,930.80</u>	\$ <u>272,930.80</u>
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Monthly Invoiced Amount for Contracted Services:	\$ <u>22,744.23</u>	\$ <u>22,744.23</u>
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% increase from Year Two:	<u>4%</u>	<u>4%</u>
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5. ANNUAL ALLOCATION – YEAR FOUR: As Submitted 05/14/2024		Best and Final Offer
Contracted Services Annual Cost:	\$ <u>283,848.04</u>	\$ <u>283,848.04</u>
Pharmacy Capped:	\$ <u>Included in Jail</u>	\$ <u>Included in Jail</u>
Out of Facility Care Capped:	\$ <u>Included in Jail</u>	\$ <u>Included in Jail</u>
Total Annual Cost – Year Four:	\$ <u>283,848.04</u>	\$ <u>283,848.04</u>
Monthly Invoiced Amount for Contracted Services:	\$ <u>23,654.00</u>	\$ <u>23,654.00</u>
% increase from Year Three:	<u>4%</u>	<u>4%</u>

Please provide a response to the following question: If pricing is based on 25 juveniles at the Detention Center, at what point in a population increase would pricing be re-evaluated?

We would re-evaluate pricing, based on the potential increased staffing, in the event the po



**BEST AND FINAL OFFER RESPONSE:**

The undersigned affirms that he/she is duly authorized to execute this best and final offer for contracted services.

Frank Fletcher

July 1, 2024

Authorized Representatives Signature    Date

Frank Fletcher - President, Marketing

Authorized Representative's Printed Name and Title

VitalCore Health Strategies

Company Name (and Legal Name) for Business

## Ottawa County Adult Jail (ADP 300)

Position	FTE	Backfill	Hours	SCHEDULE							FTE SUM	Check vs Column B
<b>DAY SHIFT</b>		<b>0.10 of FTE</b>		<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>		
Administrative Assistant	1.00		40		8	8	8	8	8		1.00	TRUE
APRN	0.15	0.02	6					6			0.15	TRUE
Medical Director (Physician)	0.13	0.01	5						5		0.13	TRUE
Psych APRN	0.10	0.01	4				4				0.10	TRUE
Psych PA	0.10	0.01	4					4			0.10	TRUE
Director of Nursing	1.00		40		8	8	8	8	8		1.00	TRUE
Health Services Administrator	1.00		40		8	8	8	8	8		1.00	TRUE
Charge RN	2.10	0.21	84	12	12	12	12	12	12	12	2.10	TRUE
LPN	2.10	0.21	84	12	12	12	12	12	12	12	2.10	TRUE
<b>DAYSHIFT TOTALS:</b>	<b>7.68</b>	<b>0.47</b>	<b>307</b>	<b>24</b>	<b>48</b>	<b>48</b>	<b>52</b>	<b>58</b>	<b>53</b>	<b>24</b>	<b>7.68</b>	<b>TRUE</b>
<b>NIGHT SHIFT</b>		<b>0.1 of FTE</b>										
Charge RN	2.10	0.21	84	12	12	12	12	12	12	12	2.10	TRUE
LPN	2.10	0.21	84	12	12	12	12	12	12	12	2.10	TRUE
<b>NIGHT SHIFT TOTALS:</b>	<b>4.20</b>	<b>0.42</b>	<b>168</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>4.20</b>	<b>TRUE</b>
<b>TOTALS:</b>	<b>11.88</b>	<b>0.89</b>	<b>475</b>	<b>48</b>	<b>72</b>	<b>72</b>	<b>76</b>	<b>82</b>	<b>77</b>	<b>48</b>	<b>11.88</b>	<b>TRUE</b>
<b>Backfill</b>		<b>0.89</b>	<b>Hrs/WK DAY = 475. = 11.88</b>									
		<b>12.76</b>										



## Direct Labor Costs for Base Year - Ottawa County MI Adult

Direct Labor Costs												
	Regular Hours			Night Shift Differential		Back Fill						
Personnel Costs cover all Contract Line Items (CLINs)	Estimated Labor Hours Auto Imported from Tab1	Regular Hourly Rate \$	Regular Hours Cost	Estimated Night Shift Hours***	Night Shift Differential Cost* Differential Rate \$2.00	Backfill Hours 0.10 of FTE	Regular Hourly rate	Back Fill Costs	Total Labor Hour Cost	Total Benefit Percent: 29%	Labor Overhead: 01%	Total Annual Direct Labor
<b>Administrative Assistant</b>	40	\$ 26.00	\$ 1,040.00		\$ -		\$ 26.00	\$ -	\$1,040.00	\$301.60	\$13.42	\$1,355.02
<b>APRN</b>	6	\$ 75.00	\$ 450.00		\$ -	0.6	\$ 75.00	\$ 45.00	\$495.00	\$143.55	\$6.39	\$644.94
<b>Medical Director</b>	5	\$ 150.00	\$ 750.00		\$ -	0.5	\$ 150.00	\$ 75.00	\$825.00	\$239.25	\$10.64	\$1,074.89
<b>Psych APRN</b>	4	\$ 75.00	\$ 300.00		\$ -	0.4	\$ 75.00	\$ 30.00	\$330.00	\$95.70	\$4.26	\$429.96
<b>Psych PA</b>	4	\$ 75.00	\$ 300.00		\$ -	0.4	\$ 75.00	\$ 30.00	\$330.00	\$95.70	\$4.26	\$429.96
<b>Director of Nursing</b>	40	\$ 50.00	\$ 2,000.00		\$ -		\$ 50.00	\$ -	\$2,000.00	\$580.00	\$25.80	\$2,605.80
<b>Health Services Administrator</b>	40	\$ 60.00	\$ 2,400.00		\$ -		\$ 60.00	\$ -	\$2,400.00	\$696.00	\$30.96	\$3,126.96
<b>Charge RN</b>	168	\$ 45.00	\$ 7,560.00	84	\$ 168.00	16.8	\$ 45.00	\$ 756.00	\$8,484.00	\$2,460.36	\$109.44	\$11,053.80
<b>LPN</b>	168	\$ 33.00	\$ 5,544.00	84	\$ 168.00	16.8	\$ 33.00	\$ 554.40	\$6,266.40	\$1,817.26	\$80.84	\$8,164.49
<b>Total Hours</b>	<b>475</b>											
											<b>Weekly</b>	<b>\$28,885.81</b>
											<b>Yearly</b>	<b>\$1,502,062.34</b>



## Annual Allocation for Ottawa County Adult Jail

Annual Allocation Year 1	
Description Population	300
Staffing	\$ 1,502,062.34
Employee Education, Recruiting, Orientation	\$ 3,000.00
Lab, Diagnostics and on-site services	\$ 20,000.00
Medical Supplies	\$ 15,000.00
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ 15,000.00
Pharmacy (capped)	\$ 125,000.00
Out of Facility Care (capped)	\$ 75,000.00
Insurance	\$ 39,000.00
Corporate Administration	\$ 100,000.00
Margin	\$ 50,000.00
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 15,000.00
<b>Total Annual Cost by Population:</b>	<b>\$ 1,959,062.34</b>
<b>TOTAL PER DIEM PER INMATE PER DAY</b>	<b>\$ 17.89</b>

Annual Allocation Year 2	
Description Population	300
Staffing	\$ 1,562,144.83
Employee Education, Recruiting, Orientation	\$ 3,120.00
Lab, Diagnostics and on-site services	\$ 20,800.00
Medical Supplies	\$ 15,600.00
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ 15,600.00
Pharmacy (capped)	\$ 125,000.00
Out of Facility Care (capped)	\$ 75,000.00
Insurance	\$ 40,560.00
Corporate Administration	\$ 104,000.00
Margin	\$ 52,000.00
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 15,600.00
<b>Total Annual Cost by Population:</b>	<b>\$ 2,029,424.83</b>

Annual Allocation Year 3	
Description Population	300
Staffing	\$ 1,624,630.62
Employee Education, Recruiting, Orientation	\$ 3,244.80
Lab, Diagnostics and on-site services	\$ 21,632.00
Medical Supplies	\$ 16,224.00
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ 16,224.00
Pharmacy (capped)	\$ 125,000.00
Out of Facility Care (capped)	\$ 75,000.00
Insurance	\$ 42,182.40
Corporate Administration	\$ 108,160.00
Margin	\$ 54,080.00
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 16,224.00
<b>Total Annual Cost by Population:</b>	<b>\$ 2,029,424.83</b>

% Increase From  
Year 1

4%

4%

4%

4%

4%

4%

4%

4%

4%

4%

% Increase From  
Year 2

4%

4%

4%

4%

4%

4%

4%

4%

4%

4%

4%

Annual Allocation Year 4		% Increase From Year
Description Population	300	
Staffing	\$ 1,689,615.85	3
Employee Education, Recruiting, Orientation	\$ 3,374.59	4%
Lab, Diagnostics and on-site services	\$ 22,497.28	4%
Medical Supplies	\$ 16,872.96	4%
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ 16,872.96	4%
Pharmacy (capped)	\$ 125,000.00	
Out of Facility Care (capped)	\$ 75,000.00	
Insurance	\$ 43,869.70	4%
Corporate Administration	\$ 112,486.40	4%
Margin	\$ 56,243.20	4%
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 16,872.96	4%
<b>Total Annual Cost by Population:</b>	<b>\$ 2,029,424.83</b>	

Offsite Care costs are capped at \$75,000 annually

Pharmacy costs are capped at \$125,000 annually

## Ottawa County Juvenile Detention Center (ADP 25)

Position	FTE	Backfill	Hours	SCHEDULE							FTE SUM	Check vs Column B
DAY SHIFT		0.15 of FTE		S	M	T	W	T	F	S		
Charge RN	1.20	0.18	48	4	8	8	8	8	8	4	1.20	TRUE
Medical Director	0.10	0.02	4		4						0.10	TRUE
Psych APRN	0.05	0.01	2					2			0.05	TRUE
<b>DAYSHIFT TOTALS:</b>	<b>1.35</b>	<b>0.20</b>	<b>54</b>	<b>4</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>10</b>	<b>8</b>	<b>4</b>	<b>1.35</b>	<b>TRUE</b>

		Direct Labor Costs for Base Year - Ottawa County Juvenile Detention Center										
Direct Labor Costs												
	Regular Hours			Night Shift Differential		Back Fill						
Personnel Costs cover all Contract Line Items (CLINs)	Estimated Labor Hours Auto Imported from Tab1	Regular Hourly Rate \$	Regular Hours Cost	Estimated Night Shift Hours***	Night Shift Differential Cost* Differential Rate \$2.00	Backfill Hours 0.15 of FTE	Regular Hourly rate	Back Fill Costs	Total Labor Hour Cost	Total Benefit Percent: 29%	Labor Overhead: 01%	Total Annual Direct Labor
Charge RN	48	\$ 45.00	\$ 2,160.00		\$ -	7.2	\$ 45.00	\$ 324.00	\$2,484.00	\$720.36	\$32.04	\$3,236.40
Medical Director	4	\$ 200.00	\$ 800.00		\$ -	0.6	\$ 200.00	\$ 120.00	\$920.00	\$266.80	\$11.87	\$1,198.67
Psych APRN	2	\$ 80.00	\$ 160.00		\$ -	0.3	\$ 80.00	\$ 24.00	\$184.00	\$53.36	\$2.37	\$239.73
Total Hours	54											
											Weekly	\$4,674.81
											Yearly	\$243,089.87



Annual Allocation for Ottawa County Juvenile Detention Center

Annual Allocation Year 1	
Description Population	25
Staffing	\$ 243,089.87
Employee Education, Recruiting, Orientation	\$ 2,000.00
Lab, Diagnostics and on-site services	\$ 2,000.00
Medical Supplies	\$ 1,000.00
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ -
Pharmacy	\$ -
Out of Facility Care	\$ -
Insurance	\$ 3,250.00
Corporate Administration	
Margin	
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 1,000.00
<b>Total Annual Cost by Population:</b>	<b>\$ 252,339.87</b>
<b>TOTAL PER DIEM PER INMATE PER DAY</b>	<b>\$ 27.65</b>

Annual Allocation Year 2	
Description Population	25
Staffing	\$ 252,813.47
Employee Education, Recruiting, Orientation	\$ 2,080.00
Lab, Diagnostics and on-site services	\$ 2,080.00
Medical Supplies	\$ 1,040.00
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ -
Pharmacy	\$ -
Out of Facility Care	\$ -
Insurance	\$ 3,380.00
Corporate Administration	
Margin	\$ -
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 1,040.00
<b>Total Annual Cost by Population:</b>	<b>\$ 262,433.47</b>

Annual Allocation Year 3	
Description Population	25
Staffing	\$ 262,926.00
Employee Education, Recruiting, Orientation	\$ 2,163.20
Lab, Diagnostics and on-site services	\$ 2,163.20
Medical Supplies	\$ 1,081.60
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ -
Pharmacy	\$ -
Out of Facility Care	\$ -
Insurance	\$ 3,515.20
Corporate Administration	
Margin	\$ -
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 1,081.60
<b>Total Annual Cost by Population:</b>	<b>\$ 272,930.80</b>

Annual Allocation Year 4	
Description Population	25
Staffing	\$ 273,443.04
Employee Education, Recruiting, Orientation	\$ 2,249.73
Lab, Diagnostics and on-site services	\$ 2,249.73
Medical Supplies	\$ 1,124.86
Telephones, Communications, Computers, Office Supplies, and Equipment	\$ -
Pharmacy	\$ -
Out of Facility Care	\$ -
Insurance	\$ 3,655.81
Corporate Administration	\$ -
Margin	\$ -
Software License, Hardware, EMR Installation and Hosting, and Training	\$ 1,124.86
<b>Total Annual Cost by Population:</b>	<b>\$ 283,848.04</b>

% Increase From	Year 3
	4%
	4%
	4%
	4%
	4%
	4%
	4%
	4%
	4%
	4%
	4%

% Increase From  
Year 1

4%  
4%  
4%  
4%

4%  
4%

% Increase From  
Year 2

4%  
4%  
4%  
4%

4%  
4%

Pharmacy and Offsite Costs included in Adult Jail Allocation



12220 Fillmore Street | Room 331 | West Olive, MI, 49460

Phone (616) 738-4844

Fax (616) 738-4897

### **CONTRACTOR INSURANCE REQUIREMENTS**

Contractor shall provide (as applicable) proof of the following insurances and endorsements/policy provision copies before the work described in the contract begins or a purchase order can be issued.

#### **COMMERCIAL GENERAL LIABILITY:**

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate:	\$2,000,000
Products-Complete Operations Aggregate:	\$2,000,000

#### **AUTOMOBILE:**

Liability:	\$1,000,000 Each Accident
Personal Injury Protection:	Michigan Statutorily Required Limit
Property Protection:	Michigan Statutorily Required Limit

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

Workers' Compensation:	Michigan Statutory
Employers' Liability:	\$1,000,000 Each Accident
	\$1,000,000 Aggregate Injury by Disease or limits adequate to satisfy <b>Umbrella</b> or <b>Excess Liability</b> insurance underlying requirements.

#### **UMBRELLA or EXCESS LIABILITY, AS APPLICABLE:**

General Aggregate (not applicable to Automobile Liability):	\$5,000,000*
Products-Completed Operations Aggregate:	\$5,000,000*
Each Occurrence or Accident:	\$5,000,000*

There are to be no gaps between scheduled underlying insurance and Umbrella/Excess Liability underlying required limits.

\*Limits shown are minimums but is to be adjusted to higher amounts depending upon how much injury or damage the contractor can cause.

#### **PROFESSIONAL LIABILITY, AS APPLICABLE:**

Limit of Liability:	\$2,000,000 Policy-Year Aggregate (if contract is for professional services).
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#### **PRIVACY AND SECURITY LIABILITY (CYBER SECURITY), AS APPLICABLE:**

Limit of Liability:	\$2,000,000 Aggregate Limit
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The County of Ottawa is to be an Additional Insured on **Commercial General Liability, Umbrella/Excess Liability, and Privacy and Security Liability (Cyber Security)** insurance, on a primary and non-contributory basis.

**Commercial General Liability** insurance is to be endorsed to provide that the General Aggregate Limit applies separately per location or per project. All required policy aggregate limits shall be unimpaired at inception of the work described in this contract.

**Commercial General Liability** and, if applicable, Umbrella/Excess Liability, **Professional Liability** and/or **Privacy and Security Liability (Cyber Security)** insurance shall remain in effect for two years after completion of the work described in the contract.

Contractor shall furnish (a) certificate(s) of insurance showing the above-specified coverages and shall provide copies of **Commercial General Liability, Umbrella/Excess Liability** and Additional Insured and Primary and Non-Contributory endorsements, or copies of policy blanket Additional Insured and Primary and Non-Contributory provisions with the certificate(s).

All policies shall be endorsed to provide a minimum 30-day notice requirement to the named insured in the event of policy termination.

The contractor is responsible for providing to the County renewal or replacement certificates in the event that one or more policies are terminated before the completion of the work and the two-year additional period for Commercial General Liability, Professional Liability and/or Cyber Security Liability policies.

**Modification of the Insurance Requirements:** Depending on the subject matter of the contract and/or Purchase Order, the County reserves the right to require higher limits of insurance coverage and/or other insurance coverage in addition to the coverages herein.

If a prospective Contractor is a sole proprietor or an entity that believes that it cannot meet the above insurance requirements, please contact Ottawa County Purchasing Division at [purchasing@miottawa.org](mailto:purchasing@miottawa.org) to check whether any waivers or modifications will be permitted.

Please forward your evidence of insurance to: Ottawa County Purchasing, 12220 Fillmore St Rm 331, West Olive, MI 49460, [purchasing@miottawa.org](mailto:purchasing@miottawa.org), Fax Number 616-738-4897



# Action Request



**Committee:** Finance and Administration Committee

**Meeting Date:** 11/08/2024

**Requesting Department:** Fiscal Services

**Submitted By:** Karen Karasinski

**Agenda Item:** FY24 and FY25 Budget Adjustments

## Suggested Motion:

To approve and forward to the Board of Commissioners FY2024 and FY2025 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 checked="" 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:

Committee/Governing/Advisory Board Approval Date:

Fund		Department	Explanation	Revenue	Expense
<b>FY2024</b>					
12-3033	Mental Health Fund	Community Mental Health	This amendment will cover the addition Medicaid Capitated funding. CMH total allotted Medicaid funding for FY 2024 was \$60 million. CMH budgeted \$54 million as the LRE holds back 10% of funding to ensure adequate revenues across multiple funding types in preparation for year-end cost settlement. When evaluating year end expenses, CMH is projecting to utilize the full amount.	\$ 6,000,000	\$ 6,000,000
12-3367	Health Fund	Transfer In - Vision ELPHS	Increasing General Fund support to ELPHS programs to meet State-required Maintenance of Effort (MOE). This increase is funded by reducing General fund support in the Family Planning	\$ 150,439	\$ (150,439)
		Transfer In - Family Planning	program. Meeting the State MOE allows us to preserve grant funds supporting the ELPHS	\$ (150,439)	\$ (150,439)
		Family Planning	programs.	\$ 150,439	
<b>FY2025</b>					
01-95	Sheriff Contracts	Sheriff's Department	Our contract service agreement with Tallmadge Township was amended to include Flock Camera implementation. This amendment appropriates the expense and the reimbursement from the township.	\$ 8,500	\$ 8,500
01-142	Farmland Preservation	Department of Strategic Impact	This amendment adds budget to the Rillema Farms agreement approved at the October 8 BOC meeting. See agenda item B/C 24-182 G	\$ 468,180	\$ 468,180
01-144	General Fund	Veteran Affairs	To appropriate to Veteran Affairs donations to pay for local veterans assistance.		\$ 4,000
01-512	Parks CIP	Pigeon Creek Lodge Renovation	To appropriate funds in the Parks CIP fund from closed project Pigeon Creek Repairs to Pigeon Creek Lodge Renovations as approved by the Parks & Recreation BOC during the FY25 budget adoption.	\$ 5,000	\$ 5,000
01-520	Parks CIP	Kirk Park Renovation	To appropriate funds in the Parks CIP fund to finish out the Kirk Park Restroom and Shelter Renovations project.	\$ 1,528	\$ 1,528
01-1037	Other Governmental Grants	District Court - Sobriety Treatment Program	Reduce Sobriety Treatment Program grant to amount awarded. The purpose of this grant is to provide funding to operate treatment courts.	\$ (50,957)	\$ (50,957)
		District Court - DWI Program	Grant Award: \$124,000 Grant Period: FY25		
			Recognize State Grant award from the Office of Highway Safety Planning. The purpose of this new grant is to provide therapy services for the DWI program participants.		
			Grant Award: \$50,000 Grant Period: FY25	\$ 50,000	\$ 50,000
01-1095	Cell Towers Fund	Department of Strategic Impact	To recognize revenue and appropriate expense for the application processing of network providers' modifications to the cell towers.	\$ 4,000	\$ 4,000
01-1446	Farmland Preservation	Department of Strategic Impact	To adjust the budget to match the current valuation for the Veldheer Farms contract.	\$ 28,560	\$ 28,560
01-1448	General Fund	Transfer Out	This is the FY24 carryover amount that the general fund contributes to the Building Authority CIP for the Family Justice Center project.		\$ 500,000
01-1573	Board Initiatives Fund	Board of Commissioners	Carry unspent portion of FY24 Budget for the following BI Projects:		
			GRCC MI Reconnect Tuition Gap	\$	97,860
			LAUP Latino Workforce Devlpmnt	\$	194,000
			Eviction Prevention	\$	200,000
			Local Food Rescue	\$	30,089
			Guidehouse ARPA project mngmnt	\$	791,915
			CAC Staffing Expansion	\$	68,750
			GRCC Cert Program MOKA	\$	80,402
			GRCC Cert Prog Benjamin's Hope	\$	47,712
			GRCC Cert Prog Heritage House	\$	94,597
			GRCC Cert Prog Harbor House	\$	91,701
TBD	Capital Projects Fund	Transfers in Contra Capital Projects Funding	To allocate funding for CIP projects from CIP Admin to projects approved in the FY25 CIP plan.	\$ (3,818,085)	
				\$ 3,818,085	
02-22	General Fund	Clerk/Register of Deeds	To appropriate budget for the purchase of additional elections equipment.		\$ 18,500
	Early Voting Fund	Clerk/Register of Deeds	To appropriate budget for the additional election worker cost of the November election.		\$ 50,000
02-190	Friend of the Court	Circuit Court	This amendment uses Friend of the Court grant and General Fund contingency to support the	\$ 6,000	\$ 10,000
		Transfer In	installation of privacy film for only interior office windows and doors of the Family Justice Center	\$ 4,000	
	General Fund	Transfer Out	Friend of the Court per the findings of the IRS audit.		\$ 4,000
		Contingency			\$ (4,000)
02-302	General Fund	Facilities	This amendment utilizes contingency for the purchase of conference tables for the Fillmore		\$ 30,000
		Contingency	Administration building.		\$ 30,000



# County of Ottawa

## Office of the Treasurer

**Cheryl A Clark**  
County Treasurer  
**Jason Kondrat**  
Chief Deputy Treasurer  
**Mollie L. Bonter**  
Deputy Treasurer

12220 Fillmore Street Room 155 West Olive, MI 49460  
treasurer@miottawa.org

Phone 616-994-4501  
Fax 616-994-4509

**To:** Ottawa County Finance and Administration Committee

**From:** Cheryl Clark, Treasurer  
[cclark@miottawa.org](mailto:cclark@miottawa.org)  
616-994-4503

**Date:** October 21, 2024

**Re:** September 30, 2024, Financial update for  
November 5, 2024, Finance & Administration Committee meeting

### General Fund

Attached are multiple reports (some of which are graphs) that represent the status of the General Pooled Funds portfolio for Ottawa County as of September 30, 2024.

As depicted in the graphs, and verified by the report, the asset distribution of the General Pooled Funds by type and percentages meets the requirements of the County's Investment Policy.

### Other Post Employee Benefits (OPEB) Trust

Attached is the September 30, 2024, Charles Schwab Statement of the County of Ottawa Retiree Health account, along with the Portfolio Asset Allocation sheet outlining the investments in the OPEB account and the account reconciliation worksheet.

### Other Information

Robinson Capital Short-Term Bond Strategies and Economic Comments for September 2024.

This information is attached for your review.

Meeder Public Funds October 17, 2024 Weekly Market Commentary.

This information is attached for your review.

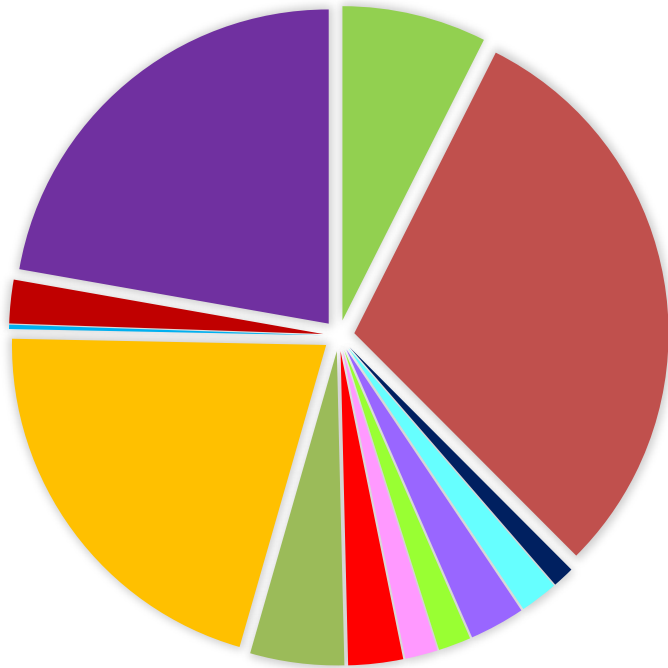


# Ottawa County General Pooled Funds

## September 30, 2024 Open Investments

Ending Par Val/Shares

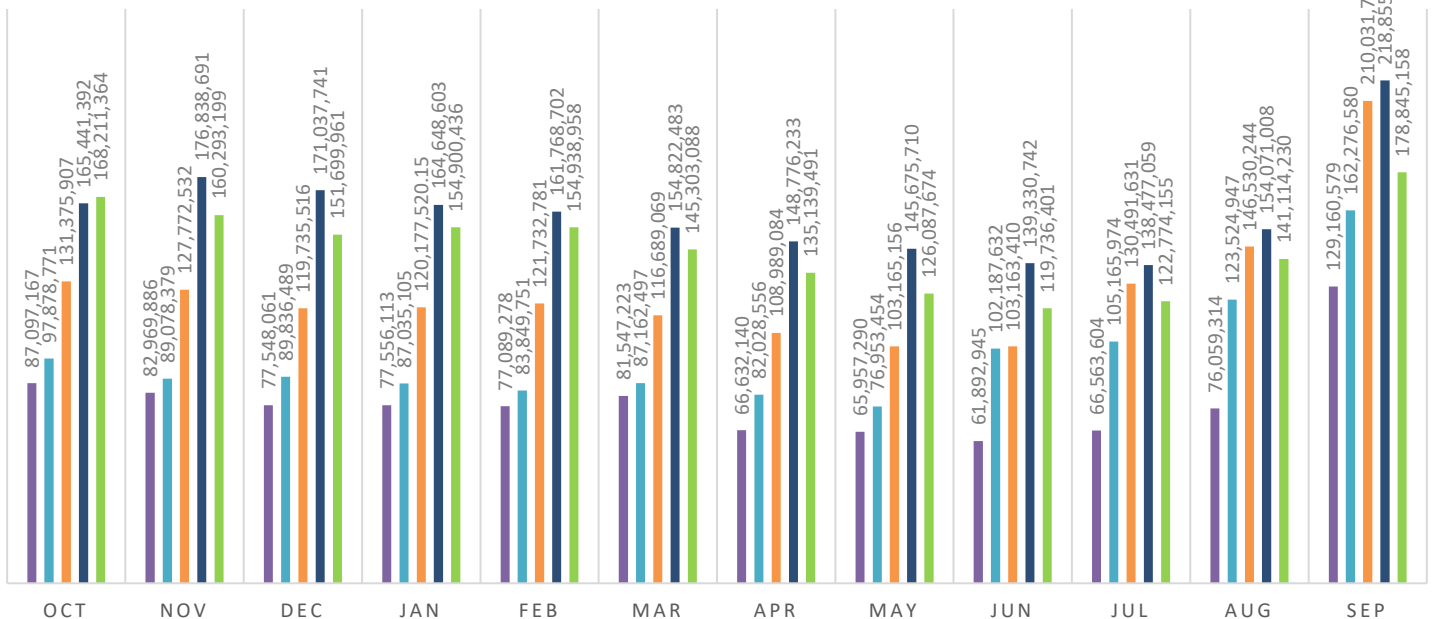
**\$178,845,158.40**



Certificate of Deposit	\$13,293,653.75
Cash/Checking Accounts	\$53,807,894.20
FAMCA	\$2,000,000.00
FFCB	\$3,500,000.00
FHLB	\$5,100,000.00
FHLMC	\$3,000,000.00
FNMA	\$3,000,000.00
Money Market	\$5,033,744.27
Municipal Bond	\$8,640,000.00
Mutual Fund - Money Market	\$37,324,059.45
Pooled Gov't Fund	\$395,806.73
Treasury Bill	\$4,000,000.00
Treasury Note	\$39,750,000.00

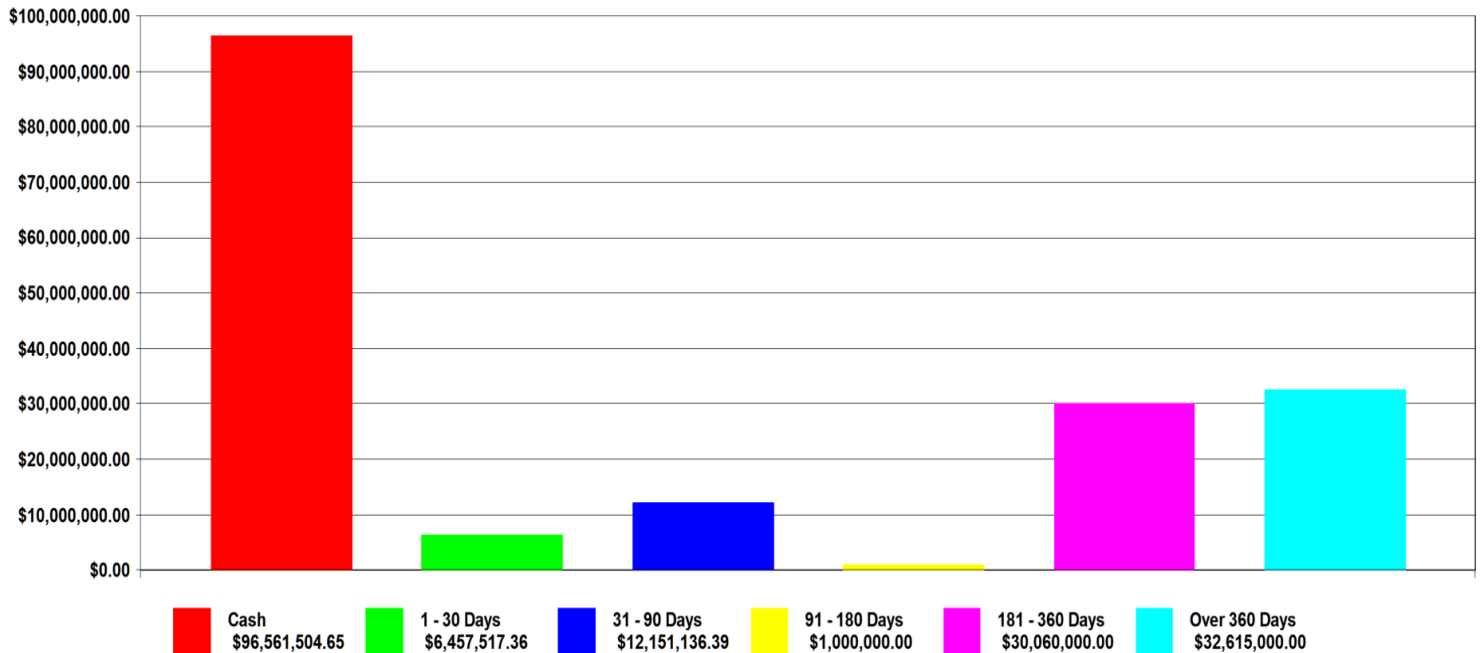
## PAR VALUE HISTORICAL COMPARISON BY MONTH

2020 2021 2022 2023 2024



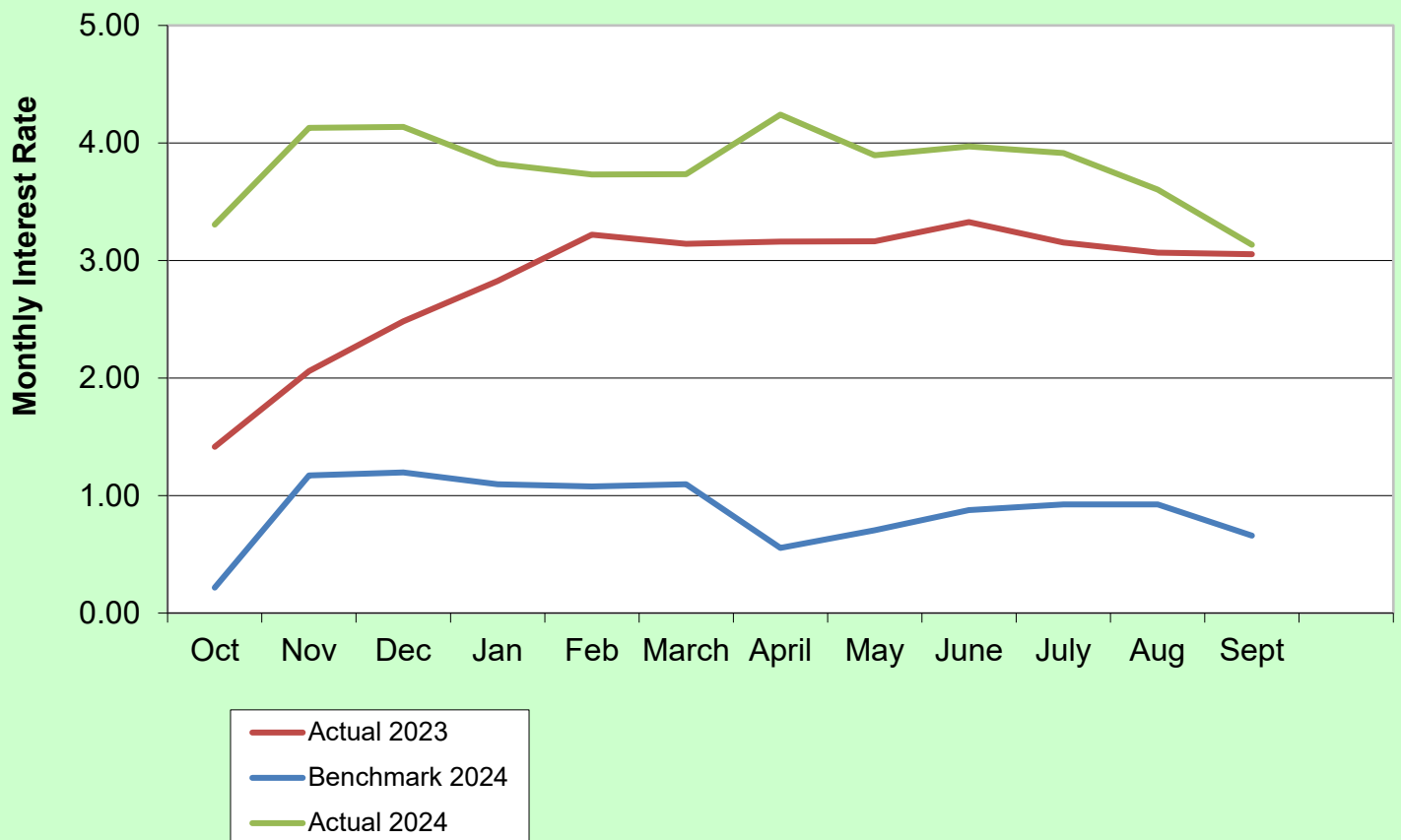
# Ottawa County General Pooled Funds

Inv. Distribution by Maturity (Ending Par Val/Shares): \$178,845,158.40  
09/30/2024



## General Fund Monthly Interest Yield

(before Unrealized Capital Gain/Loss)



GASB 31 Compliance  
Pooled Cash  
Effective Interest - Actual Life  
Receipts for Period  
10/01/2023 - 09/30/2024

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source	Original Princ/Cost	Beginning Unit Price	Par Value On 10/01/2023	Reported Value 10/01/2023	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 09/30/2024	Price Source 09/30/2024	Reported Value 09/30/2024	Change in Fair Value	Interest	Net Investment Income
Certificate of Deposit	23-0088-01	C.D. 365 5.19 10/05/2023	07/13/2023	10/05/2023	Amort Value	5.2402	Manual	514,737.27	1.000000	514,737.27	514,737.27	0.00	514,737.27	0.000000	0.00		0.00	0.00	295.60	295.60
	23-0089-01	C.D. 5.15 10/05/2023	07/13/2023	10/05/2023	Amort Value	5.1500	Manual	773,641.25	1.000000	773,641.25	773,641.25	0.00	773,641.25	0.000000	0.00		0.00	0.00	442.69	442.69
	23-0090-01	C.D. 365 5.20 10/05/2023	07/13/2023	10/05/2023	Amort Value	5.2159	Manual	1,032,182.32	1.000000	1,032,182.32	1,032,182.32	0.00	1,032,182.32	0.000000	0.00		0.00	0.00	590.00	590.00
	23-0091-01	C.D. 5.00 10/05/2023	07/13/2023	10/05/2023	Amort Value	5.0000	Manual	516,058.65	1.000000	516,058.65	516,058.65	0.00	516,058.65	0.000000	0.00		0.00	0.00	286.70	286.70
	23-0092-01	C.D. 365 5.11 10/05/2023	07/13/2023	10/05/2023	Amort Value	5.1100	Manual	773,682.02	1.000000	773,682.02	773,682.02	0.00	773,682.02	0.000000	0.00		0.00	0.00	433.26	433.26
	23-0093-01	C.D. 365 5.19 10/19/2023	07/13/2023	10/19/2023	Amort Value	5.2158	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	643.04	643.04
	23-0094-01	C.D. 5.15 10/19/2023	07/13/2023	10/19/2023	Amort Value	5.1500	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	643.75	643.75
	23-0095-01	C.D. 365 5.20 10/19/2023	07/13/2023	10/19/2023	Amort Value	5.2255	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	644.25	644.25
	23-0096-01	C.D. 365 5.15 10/19/2023	07/13/2023	10/19/2023	Amort Value	5.0636	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	624.28	624.28
	23-0098-01	C.D. 365 5.26 10/19/2023	08/10/2023	10/19/2023	Amort Value	5.2960	Manual	850,000.00	1.000000	850,000.00	850,000.00	0.00	850,000.00	0.000000	0.00		0.00	0.00	2,219.97	2,219.97
	23-0099-01	C.D. 5.25 10/19/2023	08/10/2023	10/19/2023	Amort Value	5.2500	Manual	700,000.00	1.000000	700,000.00	700,000.00	0.00	700,000.00	0.000000	0.00		0.00	0.00	1,837.50	1,837.50
	23-0100-01	C.D. 365 5.30 10/19/2023	08/10/2023	10/19/2023	Amort Value	5.1915	Manual	850,000.00	1.000000	850,000.00	850,000.00	0.00	850,000.00	0.000000	0.00		0.00	0.00	2,176.17	2,176.17
	23-0101-01	C.D. 365 5.00 10/19/2023	08/10/2023	10/19/2023	Amort Value	4.9427	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	609.37	609.37
	23-0102-01	C.D. 5.24 10/19/2023	08/10/2023	10/19/2023	Amort Value	5.2400	Manual	500,000.00	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	1,310.00	1,310.00
	23-0103-01	C.D. 365 5.20 10/19/2023	08/10/2023	10/19/2023	Amort Value	5.1133	Manual	350,000.00	1.000000	350,000.00	350,000.00	0.00	350,000.00	0.000000	0.00		0.00	0.00	882.57	882.57
	23-0108-01	C.D. 5.37 10/31/2023	08/24/2023	10/31/2023	Amort Value	5.3700	Manual	1,046,092.87	1.000000	1,046,092.87	1,046,092.87	0.00	1,046,092.87	0.000000	0.00		0.00	0.00	4,681.27	4,681.27
	23-0109-01	C.D. 365 5.25 10/31/2023	08/24/2023	10/31/2023	Amort Value	5.2251	Manual	2,460,654.54	1.000000	2,460,654.54	2,460,654.54	0.00	2,460,654.54	0.000000	0.00		0.00	0.00	10,567.53	10,567.53
	23-0110-01	C.D. 365 5.37 10/31/2023	08/24/2023	10/31/2023	Amort Value	5.3226	Manual	260,735.25	1.000000	260,735.25	260,735.25	0.00	260,735.25	0.000000	0.00		0.00	0.00	1,140.65	1,140.65
	23-0113-01	C.D. 365 5.35 11/02/2023	08/24/2023	11/02/2023	Amort Value	5.2388	Manual	700,000.00	1.000000	700,000.00	700,000.00	0.00	700,000.00	0.000000	0.00		0.00	0.00	3,215.04	3,215.04
	23-0114-01	C.D. 365 5.25 11/02/2023	08/24/2023	11/02/2023	Amort Value	5.2660	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,154.19	1,154.19
	23-0115-01	C.D. 365 5.37 11/02/2023	08/24/2023	11/02/2023	Amort Value	5.3700	Manual	800,000.00	1.000000	800,000.00	800,000.00	0.00	800,000.00	0.000000	0.00		0.00	0.00	3,766.35	3,766.35
	23-0111-01	C.D. 365 5.37 11/02/2023	08/24/2023	11/02/2023	Amort Value	5.3257	Manual	800,000.00	1.000000	800,000.00	800,000.00	0.00	800,000.00	0.000000	0.00		0.00	0.00	3,735.31	3,735.31
	23-0112-01	C.D. 5.37 11/02/2023	08/24/2023	11/02/2023	Amort Value	5.3700	Manual	700,000.00	1.000000	700,000.00	700,000.00	0.00	700,000.00	0.000000	0.00		0.00	0.00	3,341.33	3,341.33
	23-0116-01	C.D. 365 5.25 11/02/2023	08/24/2023	11/02/2023	Amort Value	5.1595	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,130.85	1,130.85
	23-0117-01	C.D. 365 5.37 11/30/2023	09/07/2023	11/30/2023	Amort Value	5.4015	Manual	900,000.00	1.000000	900,000.00	900,000.00	0.00	900,000.00	0.000000	0.00		0.00	0.00	7,991.30	7,991.30
	23-0118-01	C.D. 5.40 11/30/2023	09/07/2023	11/30/2023	Amort Value	5.4000	Manual	900,000.00	1.000000	900,000.00	900,000.00	0.00	900,000.00	0.000000	0.00		0.00	0.00	8,100.00	8,100.00
	23-0119-01	C.D. 365 5.35 11/30/2023	09/07/2023	11/30/2023	Amort Value	5.2050	Manual	700,000.00	1.000000	700,000.00	700,000.00	0.00	700,000.00	0.000000	0.00		0.00	0.00	5,989.31	5,989.31
	23-0120-01	C.D. 365 5.15 11/30/2023	09/07/2023	11/30/2023	Amort Value	5.1702	Manual	350,000.00	1.000000	350,000.00	350,000.00	0.00	350,000.00	0.000000	0.00		0.00	0.00	2,974.64	2,974.64
	23-0121-01	C.D. 365 5.18 11/30/2023	09/07/2023	11/30/2023	Amort Value	5.1800	Manual	400,000.00	1.000000	400,000.00	400,000.00	0.00	400,000.00	0.000000	0.00		0.00	0.00	3,406.03	3,406.03
	23-0122-01	C.D. 365 5.25 11/30/2023	09/07/2023	11/30/2023	Amort Value	5.1591	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	2,120.20	2,120.20
	23-0129-01	C.D. 365 5.25 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.1693	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	3,115.72	3,115.72
	23-0123-01	C.D. 365 5.37 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.4126	Manual	900,000.00	1.000000	900,000.00	900,000.00	0.00	900,000.00	0.000000	0.00		0.00	0.00	11,744.61	11,744.61
	23-0125-01	C.D. 365 5.35 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.2250	Manual	500,000.00	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	6,298.68	6,298.68
	23-0124-01	C.D. 5.40 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.4000	Manual	900,000.00	1.000000	900,000.00	900,000.00	0.00	900,000.00	0.000000	0.00		0.00	0.00	11,880.00	11,880.00
	23-0127-01	C.D. 5.10 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.1000	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	3,116.67	3,116.67
	23-0126-01	C.D. 5.15 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.1094	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	3,122.43	3,122.43
	23-0128-01	C.D. 365 5.20 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.2000	Manual	450,000.00	1.000000	450,000.00	450,000.00	0.00	450,000.00	0.000000	0.00		0.00	0.00	5,641.65	5,641.65
	23-0134-01	C.D. 365 5.319 01/25/2024	09/21/2023	01/25/2024	Amort Value	5.3575	Manual	696,511.86	1.000000	696,511.86	696,511.86	0.00	696,511.86	0.000000	0.00		0.00	0.00	11,859.27	11,859.27
	23-0135-01	C.D. 365 5.15 01/25/2024	09/21/2023	01/25/2024	Amort Value	5.1478	Manual	1												

GASB 31 Compliance  
Pooled Cash  
Effective Interest - Actual Life  
Receipts for Period  
10/01/2023 - 09/30/2024

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 10/01/2023	Original Princ/Cost	Beginning Unit Price	Par Value On 10/01/2023	Reported Value 10/01/2023	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 09/30/2024	Price Source 09/30/2024	Reported Value 09/30/2024	Change in Fair Value	Interest	Net Investment Income
	24-0035-01	C.D. 365 5.199 05/02/2024	10/19/2023	05/02/2024	Amort Value	5.3351		353,419.62	0.000000	0.00	0.00	353,419.62	353,419.62	0.000000	0.00		0.00	0.00	10,124.95	10,124.95
	24-0038-01	C.D. 365 5.05 05/16/2024	01/25/2024	05/16/2024	Amort Value	5.0653		264,241.50	0.000000	0.00	0.00	264,241.50	264,241.50	0.000000	0.00		0.00	0.00	4,107.07	4,107.07
	24-0039-01	C.D. 5.20 05/16/2024	01/25/2024	05/16/2024	Amort Value	5.2000		480,029.66	0.000000	0.00	0.00	480,029.66	480,029.66	0.000000	0.00		0.00	0.00	7,765.81	7,765.81
	24-0041-01	C.D. 365 5.16 05/16/2024	01/25/2024	05/16/2024	Amort Value	5.1600		425,714.53	0.000000	0.00	0.00	425,714.53	425,714.53	0.000000	0.00		0.00	0.00	6,740.52	6,740.52
	24-0043-01	C.D. 365 5.20 05/16/2024	01/25/2024	05/16/2024	Amort Value	4.2787		500,000.00	0.000000	0.00	0.00	500,000.00	500,000.00	0.000000	0.00		0.00	0.00	6,564.63	6,564.63
	24-0044-01	C.D. 365 5.25 05/16/2024	01/25/2024	05/16/2024	Amort Value	5.2500		700,000.00	0.000000	0.00	0.00	700,000.00	700,000.00	0.000000	0.00		0.00	0.00	11,276.71	11,276.71
	24-0040-01	C.D. 5.00 05/16/2024	01/25/2024	05/16/2024	Amort Value	4.9976		1,161,769.46	0.000000	0.00	0.00	1,161,769.46	1,161,769.46	0.000000	0.00		0.00	0.00	17,901.96	17,901.96
	24-0042-01	C.D. 4.94 05/16/2024	01/25/2024	05/16/2024	Amort Value	4.8629		426,019.00	0.000000	0.00	0.00	426,019.00	426,019.00	0.000000	0.00		0.00	0.00	6,445.27	6,445.27
	24-0045-01	C.D. 365 5.05 05/30/2024	02/22/2024	05/30/2024	Amort Value	5.0605		767,244.00	0.000000	0.00	0.00	767,244.00	767,244.00	0.000000	0.00		0.00	0.00	10,424.62	10,424.62
	24-0046-01	C.D. 5.20 05/30/2024	02/22/2024	05/30/2024	Amort Value	5.2000		767,325.00	0.000000	0.00	0.00	767,325.00	767,325.00	0.000000	0.00		0.00	0.00	10,861.91	10,861.91
	24-0047-01	C.D. 365 5.176 05/30/2024	02/22/2024	05/30/2024	Amort Value	5.1874		664,705.42	0.000000	0.00	0.00	664,705.42	664,705.42	0.000000	0.00		0.00	0.00	9,257.85	9,257.85
	24-0048-01	C.D. 365 5.15 05/30/2024	02/22/2024	05/30/2024	Amort Value	4.5386		255,479.60	0.000000	0.00	0.00	255,479.60	255,479.60	0.000000	0.00		0.00	0.00	3,113.20	3,113.20
	24-0049-01	C.D. 5.23 05/30/2024	02/22/2024	05/30/2024	Amort Value	5.2300		255,507.64	0.000000	0.00	0.00	255,507.64	255,507.64	0.000000	0.00		0.00	0.00	3,637.72	3,637.72
	24-0050-01	C.D. 365 5.13 05/30/2024	02/22/2024	05/30/2024	Amort Value	5.1300		357,664.14	0.000000	0.00	0.00	357,664.14	357,664.14	0.000000	0.00		0.00	0.00	4,926.36	4,926.36
	24-0051-01	C.D. 365 5.01 05/30/2024	02/22/2024	05/30/2024	Amort Value	5.1043		511,112.76	0.000000	0.00	0.00	511,112.76	511,112.76	0.000000	0.00		0.00	0.00	7,004.64	7,004.64
	24-0052-01	C.D. 365 5.05 06/13/2024	03/21/2024	06/13/2024	Amort Value	5.0695		533,896.28	0.000000	0.00	0.00	533,896.28	533,896.28	0.000000	0.00		0.00	0.00	6,228.84	6,228.84
	24-0054-01	C.D. 365 5.15 06/13/2024	03/21/2024	06/13/2024	Amort Value	5.1702		1,069,393.75	0.000000	0.00	0.00	1,069,393.75	1,069,393.75	0.000000	0.00		0.00	0.00	12,724.25	12,724.25
	24-0055-01	C.D. 365 5.01 06/13/2024	03/21/2024	06/13/2024	Amort Value	5.0100		801,587.84	0.000000	0.00	0.00	801,587.84	801,587.84	0.000000	0.00		0.00	0.00	9,242.20	9,242.20
	24-0056-01	C.D. 365 5.25 06/13/2024	03/25/2024	06/13/2024	Amort Value	5.1492		534,975.27	0.000000	0.00	0.00	534,975.27	534,975.27	0.000000	0.00		0.00	0.00	6,037.72	6,037.72
	24-0053-01	C.D. 5.25 06/13/2024	03/21/2024	06/13/2024	Amort Value	5.2500		802,850.56	0.000000	0.00	0.00	802,850.56	802,850.56	0.000000	0.00		0.00	0.00	9,834.92	9,834.92
	24-0059-01	C.D. 365 5.15 06/27/2024	04/04/2024	06/27/2024	Amort Value	5.1703		513,519.89	0.000000	0.00	0.00	513,519.89	513,519.89	0.000000	0.00		0.00	0.00	6,110.22	6,110.22
	24-0060-01	C.D. 5.25 06/27/2024	04/04/2024	06/27/2024	Amort Value	5.2500		616,440.83	0.000000	0.00	0.00	616,440.83	616,440.83	0.000000	0.00		0.00	0.00	7,551.40	7,551.40
	24-0061-01	C.D. 365 5.13 06/27/2024	04/04/2024	06/27/2024	Amort Value	5.0902		513,484.88	0.000000	0.00	0.00	513,484.88	513,484.88	0.000000	0.00		0.00	0.00	6,015.16	6,015.16
	24-0062-01	C.D. 365 5.15 06/27/2024	04/04/2024	06/27/2024	Amort Value	5.1702		359,138.01	0.000000	0.00	0.00	359,138.01	359,138.01	0.000000	0.00		0.00	0.00	4,273.23	4,273.23
	24-0063-01	C.D. 5.18 06/27/2024	04/04/2024	06/27/2024	Amort Value	5.1800		256,523.54	0.000000	0.00	0.00	256,523.54	256,523.54	0.000000	0.00		0.00	0.00	3,100.51	3,100.51
	24-0064-01	C.D. 365 5.25 06/27/2024	04/04/2024	06/27/2024	Amort Value	5.2500		513,712.33	0.000000	0.00	0.00	513,712.33	513,712.33	0.000000	0.00		0.00	0.00	6,206.77	6,206.77
	24-0065-01	C.D. 365 5.25 06/27/2024	04/04/2024	06/27/2024	Amort Value	5.3229		513,556.51	0.000000	0.00	0.00	513,556.51	513,556.51	0.000000	0.00		0.00	0.00	6,291.07	6,291.07
	24-0066-01	C.D. 365 5.25 06/27/2024	04/05/2024	06/27/2024	Amort Value	5.3229		307,853.42	0.000000	0.00	0.00	307,853.42	307,853.42	0.000000	0.00		0.00	0.00	3,726.31	3,726.31
	24-0070-01	C.D. 365 5.10 07/11/2024	04/30/2024	07/11/2024	Amort Value	5.1160		412,391.86	0.000000	0.00	0.00	412,391.86	412,391.86	0.000000	0.00		0.00	0.00	4,161.83	4,161.83
	24-0071-01	C.D. 5.25 07/11/2024	04/30/2024	07/11/2024	Amort Value	5.2500		412,535.00	0.000000	0.00	0.00	412,535.00	412,535.00	0.000000	0.00		0.00	0.00	4,331.62	4,331.62
	24-0072-01	C.D. 5.22 07/11/2024	04/30/2024	07/11/2024	Amort Value	5.1547		360,773.64	0.000000	0.00	0.00	360,773.64	360,773.64	0.000000	0.00		0.00	0.00	3,719.35	3,719.35
	24-0073-01	C.D. 365 5.15 07/11/2024	04/30/2024	07/11/2024	Amort Value	5.1585		257,473.67	0.000000	0.00	0.00	257,473.67	257,473.67	0.000000	0.00		0.00	0.00	2,619.98	2,619.98
	24-0075-01	C.D. 365 5.25 07/11/2024	04/30/2024	07/11/2024	Amort Value	5.1465		309,390.05	0.000000	0.00	0.00	309,390.05	309,390.05	0.000000	0.00		0.00	0.00	3,140.94	3,140.94
	24-0074-01	C.D. 365 5.20 07/11/2024	04/30/2024	07/11/2024	Amort Value	5.2000		309,402.74	0.000000	0.00	0.00	309,402.74	309,402.74	0.000000	0.00		0.00	0.00	3,173.71	3,173.71
	24-0077-01	C.D. 5.25 07/25/2024	05/02/2024	07/25/2024	Amort Value	5.2500		728,128.42	0.000000	0.00	0.00	728,128.42	728,128.42	0.000000	0.00		0.00	0.00	8,919.57	8,919.57
	24-0078-01	C.D. 365 5.22 07/25/2024	05/02/2024	07/25/2024	Amort Value	5.2304		883,633.95	0.000000	0.00	0.00	883,633.95	883,633.95	0.000000	0.00		0.00	0.00	10,636.38	10,636.38
	24-0079-01	C.D. 365 5.15 07/25/2024	05/02/2024	07/25/2024	Amort Value	5.1084		259,777.18	0.000000	0.00	0.00	259,777.18	259,777.18	0.000000	0.00		0.00	0.00	3,054.04	3,054.04
	24-0080-01	C.D. 365 5.20 07/25/2024	05/02/2024	07/25/2024	Amort Value	5.2000		520,012.02	0.000000	0.00	0.00	520,012.02	520,012.02	0.000000	0.00		0.00	0.00	6,223.05	6,223.05
	24-0081-01	C.D. 365 5.25 07/25/2024	05/02/2024	07/25/2024	Amort Value	5.1504		363,544.57	0.000000	0.00	0.00	363,544.57	363,544.57	0.000000	0.00		0.00	0.00	4,309.08	4,309.08
	24-0076-01	C.D. 365 5.10 07/25/2024	05/02/2024	07/25/2024	Amort Value	5.1199		883,764.63	0.000000	0.00	0.00	883,764.63	883,764.63	0.000000	0.00		0.00	0.00	10,413.16	10,413.16
	24-0084-01	C.D. 365 5.25 08/08/2024	05/30/2024	08/08/2024	Amort Value	5.3229		778,186.91	0.000000	0.00	0.00	778,186.91	778,186.91	0.000000	0.00		0.00	0.00	7,943.99	7,943.99
	24-0085-01	C.D. 365 5.176 08/08/2024	05/30/2024	08/08/2024	Amort Value	5.1773		673,963.27	0.000000	0.00	0.00	673,963.27	673,963.27	0.000000	0.00		0.00	0.00	6,691.81	6,691.81
	24-0086-01	C.D. 365 5.27 08/08/2024	05/30/2024	08/08/2024	Amort Value	5.1631		258,592.80	0.000000	0.00	0.00	258,592.80	258,592.80	0.000000	0.00		0.00	0.00	2,560.54	2,560.54
	24-0087-01	C.D. 5.20 08/08/2024	05/30/2024	08/08/2024	Amort Value	5.2000		259,145.36	0.000000	0.00	0.00	259,145.36	259,145.36	0.000000	0.00		0.00	0.00	2,620.25	2,620.25
	24-0088-01	C.D. 365 5.20 08/08/2024	05/30/2024	08/08/2024	Amort Value	5.2000		362,590.50	0.000000	0.00	0.00	362,590.50	362,590.50	0.000000	0.00		0.00	0.00	3,615.97	3,615.97
	24-0089-01	C.D. 365 5.25 08/08/2024	05/30/2024	08/08/2024	Amort Value	5.1457		518,117.40	0.000000	0.00	0.00	518,117.40	518,117.40	0.000000	0.00		0.00	0.00	5,113.06	5,113.06
	24-0083-01	C.D. 365 5.05 08/08/2024	05/30/2024	08/08/2024	Amort Value	5.0650		777,668.62	0.000000	0.00	0.00	777,668.62	777,668.62	0.000000	0.00		0.00	0.00	7,554.02	7,554.02
	24-0091-01	C.D. 5.25 08/22/2024	06/27/2024	08/22/2024	Amort Value	5.2500		623,992.23	0.000000	0.00	0.00	623,992.23	623,992.23	0.000000	0.00		0.00	0.00	5,095.93	5,095.93
	24-0092-01	C.D. 365 5.176 08/22/2024	06/27/2024																	



GASB 31 Compliance  
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	CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source	Original Price/Cost	Beginning Unit Price	Par Value On 10/01/2023	Reported Value 10/01/2023	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 09/30/2024	Price Source 09/30/2024	Reported Value 09/30/2024	Change in Fair Value	Interest	Net Investment Income
		24-0141	C.D. 365 4.90 11/14/2024	09/05/2024	Open	Fair Value	4.8985		419,787.34	0.000000	0.00	0.00	419,787.34	0.00	1.000000	419,787.34	Manual	419,787.34	0.00	1,464.80	1,464.80
		24-0142	C.D. 5.20 11/14/2024	09/05/2024	Open	Amort Value	5.2000		420,271.03	0.000000	0.00	0.00	420,271.03	0.00	1.000000	420,271.03	Manual	420,271.03	0.00	1,578.35	1,578.35
		24-0143	C.D. 365 5.08 11/14/2024	09/05/2024	Open	Amort Value	5.0800		367,332.08	0.000000	0.00	0.00	367,332.08	0.00	1.000000	367,332.08	Manual	367,332.08	0.00	1,329.24	1,329.24
		24-0144	C.D. 365 4.65 11/14/2024	09/05/2024	Open	Amort Value	4.6500		262,211.04	0.000000	0.00	0.00	262,211.04	0.00	1.000000	262,211.04	Manual	262,211.04	0.00	868.53	868.53
		24-0145	C.D. 5.03 11/14/2024	09/05/2024	Open	Amort Value	5.0300		252,018.33	0.000000	0.00	0.00	252,018.33	0.00	1.000000	252,018.33	Manual	252,018.33	0.00	915.53	915.53
		24-0146	C.D. 365 5.01 11/14/2024	09/05/2024	Open	Amort Value	5.0100		378,049.32	0.000000	0.00	0.00	378,049.32	0.00	1.000000	378,049.32	Manual	378,049.32	0.00	1,349.17	1,349.17
		24-0147	C.D. 365 5.14 11/14/2024	09/05/2024	Open	Amort Value	5.1400		315,046.23	0.000000	0.00	0.00	315,046.23	0.00	1.000000	315,046.23	Manual	315,046.23	0.00	1,153.50	1,153.50
		24-0148	C.D. 365 5.05 11/14/2024	09/05/2024	Open	Amort Value	5.0274		314,971.37	0.000000	0.00	0.00	314,971.37	0.00	1.000000	314,971.37	Manual	314,971.37	0.00	1,127.96	1,127.96
		24-0150	C.D. 365 4.90 11/26/2024	09/19/2024	Open	Amort Value	4.8940		901,119.18	0.000000	0.00	0.00	901,119.18	0.00	1.000000	901,119.18	Manual	901,119.18	0.00	1,449.88	1,449.88
		24-0151	C.D. 4.75 11/26/2024	09/19/2024	Open	Amort Value	4.7500		743,067.21	0.000000	0.00	0.00	743,067.21	0.00	1.000000	743,067.21	Manual	743,067.21	0.00	1,176.52	1,176.52
		24-0152	C.D. 365 4.985 11/26/2024	09/19/2024	Open	Amort Value	4.9850		901,235.93	0.000000	0.00	0.00	901,235.93	0.00	1.000000	901,235.93	Manual	901,235.93	0.00	1,477.04	1,477.04
		24-0153	C.D. 365 4.15 11/26/2024	09/19/2024	Open	Amort Value	4.1500		264,908.27	0.000000	0.00	0.00	264,908.27	0.00	1.000000	264,908.27	Manual	264,908.27	0.00	361.44	361.44
		24-0154	C.D. 365 5.14 11/26/2024	09/19/2024	Open	Amort Value	5.1400		530,393.05	0.000000	0.00	0.00	530,393.05	0.00	1.000000	530,393.05	Manual	530,393.05	0.00	896.29	896.29
		24-0155	C.D. 365 4.85 11/26/2024	09/19/2024	Open	Amort Value	4.8247		370,726.01	0.000000	0.00	0.00	370,726.01	0.00	1.000000	370,726.01	Manual	370,726.01	0.00	588.04	588.04
		24-0119	C.D. 5.20 10/17/2024	08/22/2024	Open	Amort Value	5.2000		629,088.16	0.000000	0.00	0.00	629,088.16	0.00	1.000000	629,088.16	Manual	629,088.16	0.00	3,634.73	3,634.73
		24-0120	C.D. 365 5.03 10/17/2024	08/22/2024	Open	Amort Value	5.0300		523,622.35	0.000000	0.00	0.00	523,622.35	0.00	1.000000	523,622.35	Manual	523,622.35	0.00	2,886.38	2,886.38
		24-0121	C.D. 4.89 10/17/2024	08/22/2024	Open	Amort Value	4.8900		366,367.16	0.000000	0.00	0.00	366,367.16	0.00	1.000000	366,367.16	Manual	366,367.16	0.00	1,990.59	1,990.59
		24-0122	C.D. 5.17 10/17/2024	08/22/2024	Open	Amort Value	5.1700		261,728.16	0.000000	0.00	0.00	261,728.16	0.00	1.000000	261,728.16	Manual	261,728.16	0.00	1,503.48	1,503.48
		24-0123	C.D. 365 5.15 10/17/2024	08/22/2024	Open	Amort Value	5.1500		524,027.17	0.000000	0.00	0.00	524,027.17	0.00	1.000000	524,027.17	Manual	524,027.17	0.00	2,957.52	2,957.52
		24-0124	C.D. 365 5.15 10/17/2024	08/22/2024	Open	Amort Value	5.2157		524,020.43	0.000000	0.00	0.00	524,020.43	0.00	1.000000	524,020.43	Manual	524,020.43	0.00	2,995.20	2,995.20
	24-0118	C.D. 365 4.95 10/17/2024	08/22/2024	Open	Amort Value	4.9540		523,663.93	0.000000	0.00	0.00	523,663.93	0.00	1.000000	523,663.93	Manual	523,663.93	0.00	2,842.98	2,842.98	
Checking	Certificate of Deposit Total						5.2662		93,244,078.34	1.000000	29,542,758.02	29,542,758.02	63,701,320.32	79,950,424.59	1.000000	13,293,653.75	Manual	13,293,653.75	0.00	1,136,058.17	1,136,058.17
	000-001010 Hybrid-MS-AP-PR	AR-0123	Hybrid/MS/AP HNB X3705	12/18/2019	Open	Fair Value	0.3626	Manual	1,000,000.00	1.000000	65,548,104.97	65,548,104.97	0.00	13,132,128.79	1.000000	52,415,976.18	Manual	52,415,976.18	0.00	59,465.95	59,465.95
	100-002038 Infinisource Coll	AR-0135	Infinisource Flex Coll X0333	12/11/2013	Open	Fair Value	0.0000	Manual	2,500.00	1.000000	2,376.70	2,376.70	0.00	-123.30	1.000000	2,500.00	Manual	2,500.00	0.00	0.00	0.00
	100-001015 Infinisource Flex	AR-0207	Infinisource Flex HNB X6669	06/19/2020	Open	Fair Value	0.0000	Manual	5,321.21	1.000000	75,094.16	75,094.16	0.00	-14,135.68	1.000000	89,229.84	Manual	89,229.84	0.00	0.00	0.00
	701-001052 IOLTA	AR-0222	IOLTA HNB X2995	10/08/2021	Open	Fair Value	0.0000	Manual	75.08	0.000000	0.00	0.00	0.00	0.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
	701-001018 Inmate Trust	AR-0227	Inmate Trust HNB X0285	10/29/2021	Open	Fair Value	0.0000	Manual	30,000.00	1.000000	56,653.85	56,653.85	0.00	21,930.91	1.000000	34,722.94	Manual	34,722.94	0.00	0.00	0.00
	701-001019 Inmate Release	AR-0228	Inmate Rel DC Rapid X9460	10/28/2021	Open	Fair Value	0.0000	Manual	25,000.00	1.000000	29,657.13	29,657.13	0.00	1,094.07	1.000000	28,563.06	Manual	28,563.06	0.00	0.00	0.00
	469-001054 Family Justice Cent	AR-0229	FJC HNB X8125	05/03/2022	Open	Fair Value	0.0000	Manual	600,000.00	1.000000	962,929.77	962,929.77	0.00	-35,688.72	1.000000	998,618.49	Manual	998,618.49	0.00	0.00	0.00
	Checking Total						0.3393		1,662,896.29	1.000000	66,674,816.58	66,674,816.58	0.00	13,105,206.07	1.000000	53,569,610.51		53,569,610.51	0.00	59,465.95	59,465.95
	Court Accounts-Checking	000-005010 GHDC	AR-0198	GHDC HNB X7522	09/30/2019	Open	Fair Value	0.0000	Manual	36,133.44	1.000000	20,770.00	20,770.00	0.00	18,007.00	1.000000	2,763.00	Manual	2,763.00	0.00	0.00
000-005010 HODC		AR-0199	HODC HNB X7535	09/30/2019	Open	Fair Value	0.0000	Manual	76,772.33	1.000000	40,940.00	40,940.00	0.00	27,231.57	1.000000	13,708.43	Manual	13,708.43	0.00	0.00	0.00
000-005010 HUDC		AR-0200	HUDC HNB X7548	09/30/2019	Open	Fair Value	0.0000	Manual	28,073.00	1.000000	8,985.00	8,985.00	0.00	7,388.00	1.000000	1,597.00	Manual	1,597.00	0.00	0.00	0.00
000-005010 FOC		AR-0201	FOC HNB X7551	09/30/2019	Open	Fair Value	0.0000	Manual	7,757.15	1.000000	81.58	81.58	0.00	-6,842.00	1.000000	6,923.58	Manual	6,923.58	0.00	0.00	0.00
000-005010 LSHC		AR-0202	LSHC HNB X7564	09/30/2019	Open	Fair Value	0.0000	Manual	3,198.27	1.000000	5,000.00	5,000.00	0.00	3,825.00	1.000000	1,175.00	Manual	1,175.00	0.00	0.00	0.00
000-005010 Clerk		AR-0203	Clerk HNB X7519	09/30/2019	Open	Fair Value	0.0000	Manual	144,748.90	1.000000	243,463.33	243,463.33	0.00	86,715.59	1.000000	156,747.74	Manual	156,747.74	0.00	0.00	0.00
710-001005 Court Escrow		AR-0249	COURT ESCROW HNB X3406	03/18/2024	Open	Fair Value	0.0000	Manual	41.00	0.000000	0.00	0.00	0.00	-9,294.09	1.000000	9,335.09	Manual	9,335.09	0.00	0.00	0.00
Court Accounts-Checking Total							0.0000		296,724.09	1.000000	319,239.91	319,239.91	41.00	127,031.07	1.000000	192,249.84		192,249.84	0.00	0.00	0.00
FAMCA		31422XT28	23-0080	FAMCA 4.00 12/16/2026	05/22/2023	Open	Fair Value	7.3808	ICE	1,001,760.00	0.972490	1,000,000.00	972,490.00	0.00	0.00	1.006408	1,000,000.00	ICE	1,006,408.00	33,918.00	40,000.00
	31422XZP0	22-0130	FAMCA 3.05 06/17/2027	06/17/2022	Open	Fair Value	7.7415	ICE	980,000.00	0.939426	1,000,000.00	939,426.00	0.00	0.00	0.985242	1,000,000.00	ICE	985,242.00	45,816.00	30,500.00	76,316.00
FAMCA Total							7.5597		1,981,760.00	0.955958	2,000,000.00	1,911,916.00	0.00	0.00	0.959525	2,000,000.00		1,991,650.00	79,734.00	70,500.00	150,234.00
	FFCB	20-0032-01	FFCB 1.43 02/14/2024	03/13/2020	02/14/2024	Fair Value	5.5430	ICE	1,026,010.00	0.984736	1,000,000.00	984,736.00	0.00	1,000,000.00	0.000000	0.00	0.00	15,264.00	5,283.06	20,547.06	0.00
		24-0112	FFCB 4.50 07/08/2027	08/01/2024	Open	Fair Value	11.8395	ICE	2,020,620.00	0.000000	0.00	0.00	2,020,620.00	0.00	1.022746	2,000,000.00	ICE	2,045,492.00	24,872.00		

GASB 31 Compliance  
Pooled Cash  
Effective Interest - Actual Life  
Receipts for Period  
10/01/2023 - 09/30/2024

	CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 10/01/2023	Original Princ/Cost	Beginning Unit Price	Par Value On 10/01/2023	Reported Value 10/01/2023	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 09/30/2024	Price Source 09/30/2024	Reported Value 09/30/2024	Change in Fair Value	Interest	Net Investment Income	
Mutual Fund - Money Market	Municipal Bond Total						6.9753	10,153,687.60	0.939619	7,840,000.00	7,366,616.33	2,419,288.50	1,705,000.00	0.978638	8,640,000.00		8,455,428.02	374,523.19	114,458.65	488,981.84		
	000-009020 Treas MF-MM #468 GS	AR-0233	HNB MF-MM GS FTOXX	08/24/2023	Open	Fair Value	5.3365	Manual	1,000,000.00	1.000000	5,008,659.63	5,008,659.63	0.00	-1,034,486.85	1.000000	6,043,146.48	Manual	6,043,146.48	0.00	284,486.85	284,486.85	
	000-009020 Treas MF-MM #504 Inv	AR-0234	HNB MF-MM Invesco AGPXX	08/24/2023	Open	Fair Value	5.2285	Manual	1,000,000.00	1.000000	5,008,704.76	5,008,704.76	0.00	-1,037,197.61	1.000000	6,045,902.37	Manual	6,045,902.37	0.00	287,197.61	287,197.61	
	469-009020 FJC MF-MM #468 GS	AR-0239	HNB MF-MM GS FTOXX	09/06/2023	Open	Fair Value	5.6076	Manual	3,000,000.00	1.000000	3,010,724.44	3,010,724.44	0.00	2,756,489.06	1.000000	254,235.38	Manual	254,235.38	0.00	96,227.42	96,227.42	
	469-009020 FJC MF-MM #504 Inv	AR-0240	HNB MF-MM Invesco AGPXX	09/06/2023	Open	Fair Value	5.2470	Manual	3,000,000.00	1.000000	3,010,774.68	3,010,774.68	0.00	2,755,801.85	1.000000	254,972.83	Manual	254,972.83	0.00	96,914.63	96,914.63	
	000-009020 ARPA MF-MM #468 GS	AR-0241	HNB MF-MM GS FTOXX	09/21/2023	Open	Fair Value	5.4672	Manual	10,000,000.00	1.000000	10,014,322.84	10,014,322.84	0.00	411,640.53	1.000000	9,602,682.31	Manual	9,602,682.31	0.00	525,859.47	525,859.47	
	000-009020 ARPA MF-MM #504 Inv	AR-0242	HNB MF-MM Invesco AGPXX	09/21/2023	Open	Fair Value	5.2283	Manual	10,000,000.00	1.000000	10,014,400.70	10,014,400.70	0.00	407,032.12	1.000000	9,607,368.58	Manual	9,607,368.58	0.00	530,467.88	530,467.88	
	000-009020 PCB MF-MM #468 GS	AR-0243	HNB MF-MM GS FTOXX	09/06/2023	Open	Fair Value	5.4660	Manual	3,000,000.00	1.000000	3,010,724.44	3,010,724.44	0.00	253,571.40	1.000000	2,757,153.04	Manual	2,757,153.04	0.00	158,928.60	158,928.60	
	000-009020 PCB MF-MM #504 Inv	AR-0244	HNB MF-MM Invesco AGPXX	09/06/2023	Open	Fair Value	5.2286	Manual	3,000,000.00	1.000000	3,010,774.68	3,010,774.68	0.00	252,176.22	1.000000	2,758,598.46	Manual	2,758,598.46	0.00	160,323.78	160,323.78	
	Mutual Fund - Money Market Total						5.3343		34,000,000.00	1.000000	42,089,086.17	42,089,086.17	0.00	4,765,026.72	1.000000	37,324,059.45		37,324,059.45	0.00	2,140,406.24	2,140,406.24	
Petty Cash	228-004000 Landfill Petty Cash	AR-0107	Petty Cash - Env Health	08/01/2010	Open	Fair Value	0.0000	Manual	200.00	1.000000	200.00	200.00	0.00	200.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00	
	101-004000 GF Petty Cash	AR-0101	Petty Cash - Multiple Depts	08/01/2010	Open	Fair Value	0.0000	Manual	2,000.00	1.000000	14,172.00	14,172.00	0.00	535.15	1.000000	13,636.85	Manual	13,636.85	0.00	0.00	0.00	
	208-004000 Parks Petty Cash	AR-0103	Petty Cash - Parks & Rec	08/01/2010	Open	Fair Value	0.0000	Manual	1,075.00	1.000000	1,350.00	1,350.00	0.00	-47.00	1.000000	1,397.00	Manual	1,397.00	0.00	0.00	0.00	
	215-004000 FOC Petty Cash	AR-0104	Petty Cash - FOC	08/01/2010	Open	Fair Value	0.0000	Manual	250.00	1.000000	250.00	250.00	0.00	250.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00	
	221-004000 Health Petty Cash	AR-0105	Petty Cash - Health	08/01/2010	Open	Fair Value	0.0000	Manual	1,462.00	1.000000	1,050.00	1,050.00	0.00	50.00	1.000000	1,000.00	Manual	1,000.00	0.00	0.00	0.00	
	222-004000 CMH Petty Cash	AR-0106	Petty Cash - CMH	08/01/2010	Open	Fair Value	0.0000	Manual	640.00	1.000000	100.00	100.00	0.00	100.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00	
	265-004000 WEMET Petty Cash	AR-0108	Petty Cash - WEMET	08/01/2010	Open	Fair Value	0.0000	Manual	30,000.00	1.000000	30,000.00	30,000.00	0.00	0.00	1.000000	30,000.00	Manual	30,000.00	0.00	0.00	0.00	
	Petty Cash Total						0.0000		35,627.00	1.000000	47,122.00	47,122.00	0.00	1,088.15	1.000000	46,033.85		46,033.85	0.00	0.00	0.00	
	Pooled Gov't Fund						5.4743		1,705,339.65	1.000000	1,364,123.38	1,364,123.38	0.00	968,316.65	1.000000	395,806.73		395,806.73	0.00	40,113.52	40,113.52	
	851-008068 Munn MM	AR-0187	Munn X46-0007	03/23/2018	Open	Fair Value	5.5842	Manual	152,124.52	1.000000	1,404.00	1,404.00	0.00	-84.99	1.000000	1,488.99	Manual	1,488.99	0.00	84.99	84.99	
721-008041 MICLASS Lib	AR-0004	Library X46-0002	08/04/2000	Open	Fair Value	5.4810	Manual	79,800.00	1.000000	127,885.00	127,885.00	0.00	-11,189.35	1.000000	139,074.35	Manual	139,074.35	0.00	19,620.11	19,620.11		
872-008065 SLISA C&O MM	AR-0184	SLISA C&O X46-0004	03/28/2018	Open	Fair Value	5.4347	Manual	227,718.23	1.000000	8,846.04	8,846.04	0.00	-493.98	1.000000	9,340.02	Manual	9,340.02	0.00	493.99	493.99		
872-008066 Lloyds Bayou MM	AR-0185	Lloyds Bayou X46-0005	03/28/2018	Open	Fair Value	5.4411	Manual	25,322.79	1.000000	18,423.01	18,423.01	0.00	-1,028.75	1.000000	19,451.76	Manual	19,451.76	0.00	1,028.75	1,028.75		
851-008069 Park West MM	AR-0188	Park West X46-0008	03/28/2018	Open	Fair Value	5.4415	Manual	193,127.12	1.000000	8,316.50	8,316.50	0.00	-464.43	1.000000	8,780.93	Manual	8,780.93	0.00	464.43	464.43		
851-008067 Nunica MM	AR-0186	Nunica X46-0006	03/28/2018	Open	Fair Value	5.5557	Manual	10,534.67	1.000000	316.07	316.07	0.00	-18.03	1.000000	334.10	Manual	334.10	0.00	18.03	18.03		
000-008040 MICLASS GF	AR-0003	GF X46-0001	12/31/1998	Open	Fair Value	5.4704	Manual	1,016,712.32	1.000000	1,198,932.76	1,198,932.76	0.00	981,596.18	1.000000	217,336.58	Manual	217,336.58	0.00	18,403.82	18,403.82		
Pooled Gov't Fund Total						5.4743		1,705,339.65	1.000000	1,364,123.38	1,364,123.38	0.00	968,316.65	1.000000	395,806.73		395,806.73	0.00	40,113.52	40,113.52		
Treasury Bill	912797FK8	23-0131-01	Treasury Bill 0.00 11/16/2023	09/08/2023	11/16/2023	Amort Value	5.3732	ICE	3,499,571.35	0.993296	3,535,000.00	3,511,301.73	0.00	3,535,000.00	0.000000	0.00	0.00	23,698.27	0.00	23,698.27	0.00	
	912797HU4	23-0130-01	Treasury Bill 0.00 12/12/2023	09/08/2023	12/12/2023	Amort Value	5.4634	ICE	3,499,850.29	0.989372	3,549,000.00	3,511,281.97	0.00	3,549,000.00	0.000000	0.00	0.00	37,718.03	0.00	37,718.03	0.00	
	912797GC5	23-0147-01	Treasury Bill 0.00 01/11/2024	09/25/2023	01/11/2024	Amort Value	5.4926	ICE	3,444,818.30	0.984893	3,500,000.00	3,447,124.54	0.00	3,500,000.00	0.000000	0.00	0.00	52,875.46	0.00	52,875.46	0.00	
	912797GM3	23-0146-01	Treasury Bill 0.00 02/08/2024	09/25/2023	02/08/2024	Amort Value	5.5030	ICE	3,430,525.00	0.980789	3,500,000.00	3,432,762.16	0.00	3,500,000.00	0.000000	0.00	0.00	67,237.84	0.00	67,237.84	0.00	
	912797GQ4	24-0029-01	Treasury Bill 0.00 03/07/2024	10/06/2023	03/07/2024	Amort Value	5.4937	ICE	3,421,215.00	0.000000	0.00	0.00	3,421,215.00	3,500,000.00	0.000000	0.00	0.00	78,785.00	0.00	78,785.00	0.00	
	912797GZ4	24-0028-01	Treasury Bill 0.00 04/04/2024	10/06/2023	04/04/2024	Amort Value	5.5107	ICE	5,840,400.24	0.000000	0.00	0.00	5,840,400.24	6,000,000.00	0.000000	0.00	0.00	159,599.76	0.00	159,599.76	0.00	
	912797LW5	24-0131	Treasury Bill 0.00 07/10/2025	09/05/2024	Open	Amort Value	4.1865	ICE	3,858,800.00	0.000000	0.00	0.00	3,858,800.00	0.00	0.967598	4,000,000.00	ICE	3,870,390.84	11,590.84	0.00	11,590.84	
	Treasury Bill Total						5.4462		26,995,180.18	0.987111	14,084,000.00	13,902,470.40	13,120,415.24	23,584,000.00	0.967598	4,000,000.00		3,870,390.84	431,505.20	0.00	431,505.20	
	Treasury Note	91282CAP8	21-0039-01	Treasury Note 0.125 10/15/2023	11/02/2020	10/15/2023	Fair Value	5.0116	ICE	998,690.62	0.998126	1,000,000.00	998,126.00	0.00	1,000,000.00	0.000000	0.00	0.00	1,874.00	47.81	1,921.81	0.00
		912828V23	19-0030-01	Treasury Note 2.25 12/31/2023	04/05/2019	12/31/2023	Fair Value	5.4292	ICE	998,056.25	0.992031	1,000,000.00	992,031.00	0.00	1,000,000.00	0.000000	0.00	0.00	7,969.00	5,563.86	13,532.86	0.00
912828CBR1		22-0092-01	Treasury Note 0.25 03/15/2024	03/28/2022	03/15/2024	Fair Value	5.3192	ICE	9,617,578.13	0.977188	10,000,000.00	9,771,880.00	0.00	10,000,000.00	0.000000	0.00	0.00	228,120.00	11,401.10	239,521.10	0.00	
912828D56		19-0017-01	Treasury Note 2.375 08/15/2024	02/28/2019	08/15/2024	Fair Value	5.4013	ICE	1,986,600.00	0.973555	2,000,000.00	1,947,110.00	0.00	2,000,000.00	0.000000	0.00	0.00	52,890.00	41,433.42	94,323.42	0.00	
912828CHD6		24-0036	Treasury Note 4.25 05/31/2025	12/18/2023	05/31/2025	Fair Value	4.9524	ICE	248,685.00	0.000000	0.00	0.00	248,685.00	0.00	1.000195	250,000.00	ICE	250,048.75	1,363.75	8,360.66	9,724.41	
912828CHD6		24-0068	Treasury Note 4.25 05/31/2025	04/11/2024	05/31/2025	Fair Value	6.0763	ICE	3,961,880.00	0.000000	0.00	0.00	3,961,880.00	0.00	1.000195	4,000,000						

Open Investments  
Pooled Cash  
Effective Interest - Actual Life  
Receipts for Period  
9/30/2024

	CUSIP	Invest Number	Security Description	FASB Class	Purchase Date	Call Date	Purchase Institut	SafeKeep Institut	Issuing Institut	Yield Matur	Yield Call	Original Unit Cost	Original Par Val/Shares	Original Princ/Cost	Orig Prem Discount	Ending Unit Price	Ending Par Val/Shares	Ending Amor Val/Cost	Unamor Prem/Dscnt	
Certificate of Deposit		24-0118	C.D. 365 4.95 10/17/2024		08/22/2024	Open	121	None	None	4.9586	4.9586	1.000000	523,663.93	523,663.93	0.00	1.000000	523,663.93	523,663.93	0.00	
		24-0119	C.D. 5.20 10/17/2024		08/22/2024	Open	141	None	None	5.2000	5.2000	1.000000	629,088.16	629,088.16	0.00	1.000000	629,088.16	629,088.16	0.00	
		24-0120	C.D. 365 5.03 10/17/2024		08/22/2024	Open	124	None	None	5.0300	5.0300	1.000000	523,622.35	523,622.35	0.00	1.000000	523,622.35	523,622.35	0.00	
		24-0121	C.D. 4.89 10/17/2024		08/22/2024	Open	130	None	None	4.8900	4.8900	1.000000	366,367.16	366,367.16	0.00	1.000000	366,367.16	366,367.16	0.00	
		24-0122	C.D. 5.17 10/17/2024		08/22/2024	Open	112	None	None	5.1700	5.1700	1.000000	261,728.16	261,728.16	0.00	1.000000	261,728.16	261,728.16	0.00	
		24-0123	C.D. 365 5.15 10/17/2024		08/22/2024	Open	143	None	None	5.1500	5.1500	1.000000	524,027.17	524,027.17	0.00	1.000000	524,027.17	524,027.17	0.00	
		24-0124	C.D. 365 5.15 10/17/2024		08/22/2024	Open	120	None	None	5.1373	5.1373	1.000000	524,020.43	524,020.43	0.00	1.000000	524,020.43	524,020.43	0.00	
		24-0125	C.D. 365 4.95 10/31/2024		08/22/2024	Open	121	None	None	4.9633	4.9633	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0126	C.D. 5.20 10/31/2024		08/22/2024	Open	141	None	None	5.2000	5.2000	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0127	C.D. 5.09 10/31/2024		08/22/2024	Open	112	None	None	5.0900	5.0900	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0128	C.D. 365 5.08 10/31/2024		08/22/2024	Open	138	None	None	5.0800	5.0800	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0129	C.D. 365 5.15 10/31/2024		08/22/2024	Open	143	None	None	5.1500	5.1500	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0130	C.D. 365 5.15 10/31/2024		08/22/2024	Open	120	None	None	5.1500	5.1500	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0133	C.D. 365 4.90 10/31/2024		09/05/2024	Open	121	None	None	4.9084	4.9084	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0134	C.D. 5.20 10/31/2024		09/05/2024	Open	141	None	None	5.2000	5.2000	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0135	C.D. 365 5.08 10/31/2024		09/05/2024	Open	124	None	None	5.0800	5.0800	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0136	C.D. 365 4.75 10/31/2024		09/05/2024	Open	130	None	None	4.7500	4.7500	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0137	C.D. 5.08 10/31/2024		09/05/2024	Open	112	None	None	5.0800	5.0800	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0138	C.D. 365 5.12 10/31/2024		09/05/2024	Open	138	None	None	5.1200	5.1200	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0139	C.D. 365 5.13 10/31/2024		09/05/2024	Open	143	None	None	5.1300	5.1300	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0140	C.D. 365 5.05 10/31/2024		09/05/2024	Open	120	None	None	5.0378	5.0378	1.000000	250,000.00	250,000.00	0.00	1.000000	250,000.00	250,000.00	0.00	
		24-0141	C.D. 365 4.90 11/14/2024		09/05/2024	Open	121	None	None	4.9130	4.9130	1.000000	419,787.34	419,787.34	0.00	1.000000	419,787.34	419,787.34	0.00	
		24-0142	C.D. 5.20 11/14/2024		09/05/2024	Open	141	None	None	5.2000	5.2000	1.000000	420,271.03	420,271.03	0.00	1.000000	420,271.03	420,271.03	0.00	
		24-0143	C.D. 365 5.08 11/14/2024		09/05/2024	Open	124	None	None	5.0800	5.0800	1.000000	367,332.08	367,332.08	0.00	1.000000	367,332.08	367,332.08	0.00	
		24-0144	C.D. 365 4.65 11/14/2024		09/05/2024	Open	130	None	None	4.6500	4.6500	1.000000	262,211.04	262,211.04	0.00	1.000000	262,211.04	262,211.04	0.00	
		24-0145	C.D. 5.03 11/14/2024		09/05/2024	Open	112	None	None	5.0300	5.0300	1.000000	252,018.33	252,018.33	0.00	1.000000	252,018.33	252,018.33	0.00	
		24-0146	C.D. 365 5.01 11/14/2024		09/05/2024	Open	138	None	None	5.0100	5.0100	1.000000	378,049.32	378,049.32	0.00	1.000000	378,049.32	378,049.32	0.00	
		24-0147	C.D. 365 5.14 11/14/2024		09/05/2024	Open	143	None	None	5.1400	5.1400	1.000000	315,046.23	315,046.23	0.00	1.000000	315,046.23	315,046.23	0.00	
		24-0148	C.D. 365 5.05 11/14/2024		09/05/2024	Open	120	None	None	5.0426	5.0426	1.000000	314,971.37	314,971.37	0.00	1.000000	314,971.37	314,971.37	0.00	
		24-0150	C.D. 365 4.90 11/26/2024		09/19/2024	Open	121	None	None	4.9124	4.9124	1.000000	901,119.18	901,119.18	0.00	1.000000	901,119.18	901,119.18	0.00	
		24-0151	C.D. 4.75 11/26/2024		09/19/2024	Open	141	None	None	4.7500	4.7500	1.000000	743,067.21	743,067.21	0.00	1.000000	743,067.21	743,067.21	0.00	
		24-0152	C.D. 365 4.985 11/26/2024		09/19/2024	Open	124	None	None	4.9850	4.9850	1.000000	901,235.93	901,235.93	0.00	1.000000	901,235.93	901,235.93	0.00	
		24-0153	C.D. 365 4.15 11/26/2024		09/19/2024	Open	130	None	None	4.1500	4.1500	1.000000	264,908.27	264,908.27	0.00	1.000000	264,908.27	264,908.27	0.00	
		24-0154	C.D. 365 5.14 11/26/2024		09/19/2024	Open	143	None	None	5.1400	5.1400	1.000000	530,393.05	530,393.05	0.00	1.000000	530,393.05	530,393.05	0.00	
		24-0155	C.D. 365 4.85 11/26/2024		09/19/2024	Open	120	None	None	4.8425	4.8425	1.000000	370,726.01	370,726.01	0.00	1.000000	370,726.01	370,726.01	0.00	
	Certificate of Deposit Total										5.0059	5.0059	1.000000	13,293,653.75	13,293,653.75	0.00	1.000000	13,293,653.75	13,293,653.75	0.00
Checking	000-001010 Hybrid-MS-AP-PR	AR-0123	Hybrid/MS/AP HNB X3705		12/18/2019	Open	101	None	101	0.1000	0.1000	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	52,415,976.18	52,415,976.18	0.00	
	100-002038 Infinisource Coll	AR-0135	Infinisource Flex Coll X0333		12/11/2013	Open	131	None	131	0.0000	0.0000	1.000000	2,500.00	2,500.00	0.00	1.000000	2,500.00	2,500.00	0.00	
	100-001015 Infinisource Flex	AR-0207	Infinisource Flex HNB X6669		06/19/2020	Open	101	None	101	0.0000	0.0000	1.000000	5,321.21	5,321.21	0.00	1.000000	89,229.84	89,229.84	0.00	
	701-001052 IOLTA	AR-0222	IOLTA HNB X2995		10/08/2021	Open	101	None	101	0.0000	0.0000	1.000000	75.08	75.08	0.00	0.000000	0.00	0.00	0.00	
	701-001018 Inmate Trust	AR-0227	Inmate Trust HNB X0285		10/29/2021	Open	101	None	101	0.0000	0.0000	1.000000	30,000.00	30,000.00	0.00	1.000000	34,722.94	34,722.94	0.00	
	701-001019 Inmate Release	AR-0228	Inmate Rel DC Rapid X9460		10/28/2021	Open	101	None	101	0.0000	0.0000	1.000000	25,000.00	25,000.00	0.00	1.000000	28,563.06	28,563.06	0.00	
	469-001054 Family Justice Cent	AR-0229	FJC HNB X8125		05/03/2022	Open	101	None	101	1.2500	1.2500	1.000000	600,000.00	600,000.00	0.00	1.000000	998,618.49	998,618.49	0.00	
	Checking Total										0.1211	0.1211	1.000000	1,662,896.29	1,662,896.29	0.00	1.000000	53,569,610.51	53,569,610.51	0.00
Court Accounts-Checking	000-005010 GHDC	AR-0198	GHDC HNB X7522		09/30/2019	Open	101	None	101	0.0000	0.0000	1.000000	36,133.44	36,133.44	0.00	1.000000	2,763.00	2,763.00	0.00	
	000-005010 HODC	AR-0199	HODC HNB X7535		09/30/2019	Open	101	None	101	0.0000	0.0000	1.000000	76,772.33	76,772.33	0.00	1.000000	13,708.43	13,708.43	0.00	
	000-005010 HUDC	AR-0200	HUDC HNB X7548		09/30/2019	Open	101	None	101	0.0000	0.0000	1.000000								

Open Investments  
Pooled Cash  
Effective Interest - Actual Life  
Receipts for Period  
9/30/2024

	CUSIP	Invest Number	Security Description	FASB Class	Purchase Date	Call Date	Purchase Institut	SafeKeep Institut	Issuing Institut	Yield Matur	Yield Call	Original Unit Cost	Original Par Val/Shares	Original Princ/Cost	Orig Prem Discount	Ending Unit Price	Ending Par Val/Shares	Ending Amor Val/Cost	Unamor Prem/Dscnt
FNMA	3137EAEX3	22-0128	FHLMC 0.375 09/23/2025		06/14/2022	Open	1015	2002	None	3.3859	3.3859	0.907400	1,000,000.00	907,400.00	92,600.00	0.971286	1,000,000.00	971,286.08	28,713.92
	FHLMC Total									1.5692	1.5692	0.969133	3,000,000.00	2,907,400.00	92,600.00	0.990429	3,000,000.00	2,971,286.08	28,713.92
	3135G0W66	20-0029	Agency-FNMA 1.625 10/15/2024		01/14/2020	Open	1001	2002	None	1.6508	1.6508	0.998819	1,000,000.00	998,818.82	1,181.18	0.999990	1,000,000.00	999,990.06	9.94
	3135G0K36	22-0189	FNMA 2.125 04/24/2026		09/26/2022	Open	1015	2002	1015	4.1240	4.1240	0.934120	2,000,000.00	1,868,240.00	131,760.00	0.970033	2,000,000.00	1,940,066.60	59,933.40
Money Market	FNMA Total									3.2782	3.2782	0.955686	3,000,000.00	2,867,058.82	132,941.18	0.980019	3,000,000.00	2,940,056.66	59,943.34
	000-008015 ARPA MM	AR-0230	HNB ARPA MM X4879		01/20/2023	Open	101	None	101	4.3210	4.3210	1.000000	30,276,437.41	30,276,437.41	0.00	1.000000	2,074,380.42	2,074,380.42	0.00
	469-008006 FJC MM	AR-0231	HNB FJC MM X4895		02/07/2023	Open	101	None	101	4.3210	4.3210	1.000000	22,184,266.24	22,184,266.24	0.00	1.000000	237,239.75	237,239.75	0.00
	000-008016 PCB Settlement MM	AR-0232	HNB PCB Settle MM X5140		05/05/2023	Open	101	None	101	4.3210	4.3210	1.000000	6,719,792.00	6,719,792.00	0.00	1.000000	854,956.24	854,956.24	0.00
Municipal Bond	234-008008 Farmland Pres-CF	AR-0248	Farmland Pres MM		09/30/2023	Open	3000	None	3000	3.2348	0.0000	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	1,040,889.50	1,040,889.50	0.00
	802-314010 Water Resources Rev	AR-0250	Water Resources Revolving		09/16/2024	Open	101	None	101	3.8605	0.0000	1.000000	825,000.00	825,000.00	0.00	1.000000	826,278.36	826,278.36	0.00
	Money Market Total									4.0206	2.7168	1.000000	61,005,495.65	61,005,495.65	0.00	1.000000	5,033,744.27	5,033,744.27	0.00
	129644B33	21-0122	Muni-Calhoun Cnty 0.759 10/01/2024		07/08/2021	Open	1010	2002	None	0.7590	0.7590	1.000000	355,000.00	355,000.00	0.00	1.000000	355,000.00	355,000.00	0.00
Mutual Fund - Money Market	594615HR0	20-0096	Muni-MI State Bldg Auth 0.816 10/15/2024		09/17/2020	Open	1001	2002	None	0.8160	0.8160	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	1,000,000.00	1,000,000.00	0.00
	849765FQ0	20-0051	Muni-Spring Lake Schls 1.968 11/01/2024		05/11/2020	Open	1001	2002	None	1.0001	1.0001	1.042230	710,000.00	739,983.30	-29,983.30	1.000803	710,000.00	710,569.85	-569.85
	849765GP1	21-0107	Muni-Spring Lake Scls 0.60 11/01/2024		06/23/2021	Open	1018	2002	1018	0.4947	0.4947	1.003500	500,000.00	501,750.00	-1,750.00	1.000088	500,000.00	500,043.76	-43.76
	416848WX3	20-0041	Muni-Hartland Schls 2.053 05/01/2025		05/07/2020	Open	1001	2002	None	1.2739	1.2739	1.037500	1,175,000.00	1,219,062.50	-44,062.50	1.004512	1,175,000.00	1,180,301.23	-5,301.23
Petty Cash	790450GV6	20-0054	Muni-St Johns MI Public Schs 0.70 05/01/2025		07/08/2020	Open	1001	2002	None	0.7000	0.7000	1.000000	290,000.00	290,000.00	0.00	1.000000	290,000.00	290,000.00	0.00
	516391DH9	24-0156	Municipal Bond 2.279 07/01/2025		09/30/2024	10/21/2024	1019	2002	None	4.2803	4.2803	0.985300	280,000.00	275,884.00	4,116.00	0.985333	280,000.00	275,898.76	4,101.24
	900764SP7	21-0129	Muni-Tuscola Cnty 1.10 09/01/2025		07/14/2021	Open	1010	2002	None	1.1000	1.1000	1.000000	65,000.00	65,000.00	0.00	1.000000	65,000.00	65,000.00	0.00
	272497RF7	23-0083	Muni-E GR Schools 2.284 05/01/2026		05/24/2023	Open	1003	2002	None	4.2596	4.2596	0.946000	710,000.00	671,660.00	38,340.00	0.970072	710,000.00	688,751.13	21,248.87
Pooled Gov't Fund	955023VD5	23-0084	Muni-W Ottawa Schools 1.305 05/01/2026		05/24/2023	Open	1003	2002	None	4.2089	4.2089	0.920570	1,100,000.00	1,012,627.00	87,373.00	0.955986	1,100,000.00	1,051,584.06	48,415.94
	59447TCU5	24-0116	Municipal Bond 3.396 09/01/2026		08/13/2024	09/01/2025	1019	2002	None	4.2694	5.0745	0.983000	1,000,000.00	983,000.00	17,000.00	0.984091	1,000,000.00	984,091.39	15,908.61
	510841CD9	24-0117	Municipal Bond 1.423 10/01/2027		08/16/2024	Open	1019	2002	None	4.0775	4.0775	0.922820	225,000.00	207,634.50	17,365.50	0.925752	225,000.00	208,294.23	16,705.77
	272497RH3	23-0082	Muni-E GR Schools 2.431 05/01/2028		05/24/2023	Open	1003	2002	None	4.1967	4.1967	0.922000	230,000.00	212,060.00	17,940.00	0.941833	230,000.00	216,621.53	13,378.47
Treasury Bill	849765FU1	24-0149	Municipal Bond 2.349 11/01/2028		09/17/2024	Open	1019	2002	None	3.5914	3.5914	0.952770	1,000,000.00	952,770.00	47,230.00	0.953181	1,000,000.00	953,181.41	46,818.59
	Municipal Bond Total									2.5537	2.6463	0.982226	8,640,000.00	8,486,431.30	153,568.70	0.981405	8,640,000.00	8,479,337.35	160,662.65
	000-009020 Treas MF-MM #468 GS	AR-0233	HNB MF-MM GS FTOXX		08/24/2023	Open	1500	None	1500	5.1700	5.1700	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	6,043,146.48	6,043,146.48	0.00
	000-009020 Treas MF-MM #504 Inv	AR-0234	HNB MF-MM Invesco AGPXX		08/24/2023	Open	1500	None	1500	5.2200	5.2200	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	6,045,902.37	6,045,902.37	0.00
Treasury Note	469-009020 FJC MF-MM #468 GS	AR-0239	HNB MF-MM GS FTOXX		09/06/2023	Open	1503	None	1503	5.2258	5.2258	1.000000	3,000,000.00	3,000,000.00	0.00	1.000000	254,235.38	254,235.38	0.00
	469-009020 FJC MF-MM #504 Inv	AR-0240	HNB MF-MM Invesco AGPXX		09/06/2023	Open	1503	None	1503	5.2515	5.2515	1.000000	3,000,000.00	3,000,000.00	0.00	1.000000	254,972.83	254,972.83	0.00
	000-009020 ARPA MF-MM #468 GS	AR-0241	HNB MF-MM GS FTOXX		09/21/2023	Open	1052	None	1052	5.2258	5.2258	1.000000	10,000,000.00	10,000,000.00	0.00	1.000000	9,602,682.31	9,602,682.31	0.00
	000-009020 ARPA MF-MM #504 Inv	AR-0242	HNB MF-MM Invesco AGPXX		09/21/2023	Open	1052	None	1052	5.2515	5.2515	1.000000	10,000,000.00	10,000,000.00	0.00	1.000000	9,607,368.58	9,607,368.58	0.00
Treasury Note	000-009020 PCB MF-MM #468 GS	AR-0243	HNB MF-MM GS FTOXX		09/06/2023	Open	1504	None	1504	5.2258	5.2258	1.000000	3,000,000.00	3,000,000.00	0.00	1.000000	2,757,153.04	2,757,153.04	0.00
	000-009020 PCB MF-MM #504 Inv	AR-0244	HNB MF-MM Invesco AGPXX		09/06/2023	Open	1504	None	1504	5.2515	5.2515	1.000000	3,000,000.00	3,000,000.00	0.00	1.000000	2,758,598.46	2,758,598.46	0.00
	Mutual Fund - Money Market Total									5.2245	5.2245	1.000000	34,000,000.00	34,000,000.00	0.00	1.000000	37,324,059.45	37,324,059.45	0.00
	101-004000 GF Petty Cash	AR-0101	Petty Cash - Multiple Depts		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	2,000.00	2,000.00	0.00	1.000000	13,636.85	13,636.85	0.00
Treasury Note	208-004000 Parks Petty Cash	AR-0103	Petty Cash - Parks & Rec		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	1,075.00	1,075.00	0.00	1.000000	1,397.00	1,397.00	0.00
	215-004000 FOC Petty Cash	AR-0104	Petty Cash - FOC		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	250.00	250.00	0.00	1.000000	0.00	0.00	0.00
	221-004000 Health Petty Cash	AR-0105	Petty Cash - Health		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	1,462.00	1,462.00	0.00	1.000000	1,000.00	1,000.00	0.00
	222-004000 CMH Petty Cash	AR-0106	Petty Cash - CMH		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	640.00	640.00	0.00	1.000000	0.00	0.00	0.00
Treasury Note	228-004000 Landfill Petty Cash	AR-0107	Petty Cash - Env Health		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	200.00	200.00	0.00	1.000000	0.00	0.00	0.00
	265-004000 WEMET Petty Cash	AR-0108	Petty Cash - WEMET		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	30,000.00	30,000.00	0.00	1.000000	30,000.00	30,000.00	0.00
	Petty Cash Total									0.0000	0.0000	1.000000	35,627.00	35,627.00	0.00	1.000000	46,033.85	46,033.85	0.00
	000-008040 MCLASS GF	AR-0003</																	



Open Investments  
Pooled Cash  
Effective Interest - Actual Life  
Receipts for Period  
9/30/2024

CUSIP	Invest Number	Security Description	FASB Class	Purchase Date	Call Date	Purchase Instituit	SafeKeep Instituit	Issuing Instituit	Yield Matur	Yield Call	Original Unit Cost	Original Par Val/Shares	Original Princ/Cost	Orig Prem Discount	Ending Unit Price	Ending Par Val/Shares	Ending Amor Val/Cost	Unamor Prem/Dscnt
91282CCW9	22-0032	Treasury Note 0.75 08/31/2026		10/15/2021	Open	1015 2002		None	1.0155	1.0155	0.987400	1,000,000.00	987,400.00	12,600.00	0.994980	1,000,000.00	994,979.65	5,020.35
91282CCZ2	22-0034	Treasury Note 0.875 09/30/2026		10/15/2021	Open	1015 2002		None	1.0301	1.0301	0.992520	1,000,000.00	992,520.00	7,480.00	0.996942	1,000,000.00	996,941.73	3,058.27
91282CCZ2	22-0035	Treasury Note 0.875 09/30/2026		10/15/2021	Open	1010 2002		None	1.0300	1.0300	0.992525	2,000,000.00	1,985,049.50	14,950.50	0.996944	2,000,000.00	1,993,887.35	6,112.65
91282CJT9	24-0113	Treasury Note 4.00 01/15/2027		08/01/2024	Open	1010 2002		None	4.2100	4.2100	0.995135	2,000,000.00	1,990,270.18	9,729.82	0.995455	2,000,000.00	1,990,910.84	9,089.16
912828Z78	23-0079	Treasury Note 1.50 01/31/2027		05/22/2023	Open	1015 2002		None	3.8201	3.8201	0.920766	1,000,000.00	920,765.62	79,234.38	0.948734	1,000,000.00	948,734.28	51,265.72
912828V98	22-0190	Treasury Note 2.25 02/15/2027		09/26/2022	Open	1015 2002		1015	4.0450	4.0450	0.928500	1,500,000.00	1,392,750.00	107,250.00	0.959798	1,500,000.00	1,439,697.36	60,302.64
912828X88	23-0015	Treasury Note 2.375 05/15/2027		10/07/2022	Open	1015 2002		1015	4.0848	4.0848	0.928850	1,000,000.00	928,850.00	71,150.00	0.957902	1,000,000.00	957,902.36	42,097.64
91282CFH9	24-0114	Treasury Note 3.125 08/31/2027		08/02/2024	Open	1015 2002		None	3.9370	3.9370	0.976650	1,000,000.00	976,650.00	23,350.00	0.977852	1,000,000.00	977,851.78	22,148.22
91282CHK0	24-0082	Treasury Note 4.00 06/30/2028		05/10/2024	Open	1019 2002		None	4.5171	4.5171	0.980625	1,000,000.00	980,625.00	19,375.00	0.982361	1,000,000.00	982,360.61	17,639.39
91282CJR3	24-0115	Treasury Note 3.75 12/31/2028		08/02/2024	Open	1015 2002		None	3.8459	3.8459	0.996117	1,000,000.00	996,117.19	3,882.81	0.996260	1,000,000.00	996,259.57	3,740.43
Treasury Note Total									3.8046	3.8046	0.977609	39,750,000.00	38,859,967.41	890,032.59	0.986150	39,750,000.00	39,199,460.52	550,539.48
Investment Total									2.9558	2.9235	0.992650	180,989,736.43	179,659,494.46	1,330,241.97	0.994869	178,845,158.40	177,927,532.98	917,625.42

Inv. Distribution by Maturity  
Pooled Cash  
Effective Interest - Actual Life  
Receipts for Period  
9/30/2024

		Invest Number	Security Description	CUSIP	SafeKeep Institut	Ending Par Val/Shares	Cash	1 - 30 Days	31 - 90 Days	91 - 180 Days	181 - 360 Days	Over 360 Days
Certificate of Deposit	24-0118		C.D. 365 4.95 10/17/2024		None	523,663.93	0.00	523,663.93	0.00	0.00	0.00	0.00
	24-0119		C.D. 5.20 10/17/2024		None	629,088.16	0.00	629,088.16	0.00	0.00	0.00	0.00
	24-0120		C.D. 365 5.03 10/17/2024		None	523,622.35	0.00	523,622.35	0.00	0.00	0.00	0.00
	24-0121		C.D. 4.89 10/17/2024		None	366,367.16	0.00	366,367.16	0.00	0.00	0.00	0.00
	24-0122		C.D. 5.17 10/17/2024		None	261,728.16	0.00	261,728.16	0.00	0.00	0.00	0.00
	24-0123		C.D. 365 5.15 10/17/2024		None	524,027.17	0.00	524,027.17	0.00	0.00	0.00	0.00
	24-0124		C.D. 365 5.15 10/17/2024		None	524,020.43	0.00	524,020.43	0.00	0.00	0.00	0.00
	24-0125		C.D. 365 4.95 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0126		C.D. 5.20 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0127		C.D. 5.09 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0128		C.D. 365 5.08 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0129		C.D. 365 5.15 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0130		C.D. 365 5.15 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0133		C.D. 365 4.90 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0134		C.D. 5.20 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0135		C.D. 365 5.08 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0136		C.D. 365 4.75 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0137		C.D. 5.08 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0138		C.D. 365 5.12 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0139		C.D. 365 5.13 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0140		C.D. 365 5.05 10/31/2024		None	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00
	24-0141		C.D. 365 4.90 11/14/2024		None	419,787.34	0.00	0.00	419,787.34	0.00	0.00	0.00
	24-0142		C.D. 5.20 11/14/2024		None	420,271.03	0.00	0.00	420,271.03	0.00	0.00	0.00
	24-0143		C.D. 365 5.08 11/14/2024		None	367,332.08	0.00	0.00	367,332.08	0.00	0.00	0.00
	24-0144		C.D. 365 4.65 11/14/2024		None	262,211.04	0.00	0.00	262,211.04	0.00	0.00	0.00
	24-0145		C.D. 5.03 11/14/2024		None	252,018.33	0.00	0.00	252,018.33	0.00	0.00	0.00
	24-0146		C.D. 365 5.01 11/14/2024		None	378,049.32	0.00	0.00	378,049.32	0.00	0.00	0.00
	24-0147		C.D. 365 5.14 11/14/2024		None	315,046.23	0.00	0.00	315,046.23	0.00	0.00	0.00
	24-0148		C.D. 365 5.05 11/14/2024		None	314,971.37	0.00	0.00	314,971.37	0.00	0.00	0.00
	24-0150		C.D. 365 4.90 11/26/2024		None	901,119.18	0.00	0.00	901,119.18	0.00	0.00	0.00
	24-0151		C.D. 4.75 11/26/2024		None	743,067.21	0.00	0.00	743,067.21	0.00	0.00	0.00
	24-0152		C.D. 365 4.985 11/26/2024		None	901,235.93	0.00	0.00	901,235.93	0.00	0.00	0.00
	24-0153		C.D. 365 4.15 11/26/2024		None	264,908.27	0.00	0.00	264,908.27	0.00	0.00	0.00
	24-0154		C.D. 365 5.14 11/26/2024		None	530,393.05	0.00	0.00	530,393.05	0.00	0.00	0.00
	24-0155		C.D. 365 4.85 11/26/2024		None	370,726.01	0.00	0.00	370,726.01	0.00	0.00	0.00
	Certificate of Deposit Total					13,293,653.75	0.00	3,352,517.36	9,941,136.39	0.00	0.00	0.00
Checking	AR-0123		Hybrid/MS/AP HNB X3705	000-001010 Hybrid-MS-AP-PR	None	52,415,976.18	52,415,976.18	0.00	0.00	0.00	0.00	0.00
	AR-0135		Infinisource Flex Coll X0333	100-002038 Infinisource Coll	None	2,500.00	2,500.00	0.00	0.00	0.00	0.00	0.00
	AR-0207		Infinisource Flex HNB X6669	100-001015 Infinisource Flex	None	89,229.84	89,229.84	0.00	0.00	0.00	0.00	0.00
	AR-0222		IOLTA HNB X2995	701-001052 IOLTA	None	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	AR-0227		Inmate Trust HNB X0285	701-001018 Inmate Trust	None	34,722.94	34,722.94	0.00	0.00	0.00	0.00	0.00
	AR-0228		Inmate Rel DC Rapid X9460	701-001019 Inmate Release	None	28,563.06	28,563.06	0.00	0.00	0.00	0.00	0.00
	AR-0229		FJC HNB X8125	469-001054 Family Justice Cent	None	998,618.49	998,618.49	0.00	0.00	0.00	0.00	0.00
	Checking Total					53,569,610.51	53,569,610.51	0.00	0.00	0.00	0.00	0.00
Court Accounts-Checking	AR-0198		GHDC HNB X7522	000-005010 GHDC	None	2,763.00	2,763.00	0.00	0.00	0.00	0.00	0.00
	AR-0199		HODC HNB X7535	000-005010 HODC	None	13,708.43	13,708.43	0.00	0.00	0.00	0.00	0.00
	AR-0200		HUDC HNB X7548	000-005010 HUDC	None	1,597.00	1,597.00	0.00	0.00	0.00	0.00	0.00
	AR-0201		FOC HNB X7551	000-005010 FOC	None	6,923.58	6,923.58	0.00	0.00	0.00	0.00	0.00
	AR-0202		LSHC HNB X7564	000-005010 LSHC	None	1,175.00	1,175.00	0.00	0.00	0.00	0.00	0.00
	AR-0203		Clerk HNB X7519	000-005010 Clerk	None	156,747.74	156,747.74	0.00	0.00	0.00	0.00	0.00
	AR-0249		COURT ESCROW HNB X3406	710-001005 Court Escrow	None	9,335.09	9,335.09	0.00	0.00	0.00	0.00	0.00
	Court Accounts-Checking Total					192,249.84	192,249.84	0.00	0.00	0.00	0.00	0.00
FAMCA	22-0130		FAMCA 3.05 06/17/2027	31422XZP0	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	23-0080		FAMCA 4.00 12/16/2026	31422XT28	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	FAMCA Total					2,000,000.00	0.00	0.00	0.00	0.00	0.00	2,000,000.00

Inv. Distribution by Maturity  
Pooled Cash  
Effective Interest - Actual Life  
Receipts for Period  
9/30/2024

	Invest Number	Security Description	CUSIP	SafeKeep Institut	Ending Par Val/Shares	Cash	1 - 30 Days	31 - 90 Days	91 - 180 Days	181 - 360 Days	Over 360 Days
FFCB	22-0191	FFCB 4.00 09/29/2027	3133ENQ29	2002	1,500,000.00	0.00	0.00	0.00	0.00	0.00	1,500,000.00
	24-0112	FFCB 4.50 07/08/2027	3133ERKM2	2002	2,000,000.00	0.00	0.00	0.00	0.00	0.00	2,000,000.00
	FFCB Total				3,500,000.00	0.00	0.00	0.00	0.00	0.00	3,500,000.00
FHLB	20-0033	FHLB 2.375 03/14/2025	3130A4CH3	2002	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	0.00
	21-0153	FHLB 0.50 10/09/2024	3130ANQ29	2002	750,000.00	0.00	750,000.00	0.00	0.00	0.00	0.00
	21-0159	FHLB 0.50 09/30/2026	3130ANX39	2002	1,250,000.00	0.00	0.00	0.00	0.00	0.00	1,250,000.00
	23-0087	FHLB 4.375 03/13/2026	313373B68	2002	1,350,000.00	0.00	0.00	0.00	0.00	0.00	1,350,000.00
	24-0037	FHLB 4.625 11/17/2026	3130AXU63	2006	750,000.00	0.00	0.00	0.00	0.00	0.00	750,000.00
	FHLB Total				5,100,000.00	0.00	750,000.00	0.00	1,000,000.00	0.00	3,350,000.00
FHLMC	20-0039	FHLMC 0.75 04/30/2025	3134GVQQ4	2002	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	0.00
	20-0055	FHLMC 0.625 08/18/2025	3134GWKZ8	2002	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	0.00
	22-0128	FHLMC 0.375 09/23/2025	3137EAXE3	2002	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	0.00
	FHLMC Total				3,000,000.00	0.00	0.00	0.00	0.00	3,000,000.00	0.00
FNMA	20-0029	Agency-FNMA 1.625 10/15/2024	3135G0W66	2002	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00
	22-0189	FNMA 2.125 04/24/2026	3135G0K36	2002	2,000,000.00	0.00	0.00	0.00	0.00	0.00	2,000,000.00
	FNMA Total				3,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	2,000,000.00
Money Market	AR-0230	HNB ARPA MM X4879	000-008015 ARPA MM	None	2,074,380.42	2,074,380.42	0.00	0.00	0.00	0.00	0.00
	AR-0231	HNB FJC MM X4895	469-008006 FJC MM	None	237,239.75	237,239.75	0.00	0.00	0.00	0.00	0.00
	AR-0232	HNB PCB Settle MM X5140	000-008016 PCB Settlement MM	None	854,956.24	854,956.24	0.00	0.00	0.00	0.00	0.00
	AR-0248	Farmland Pres MM	234-008008 Farmland Pres-CF	None	1,040,889.50	1,040,889.50	0.00	0.00	0.00	0.00	0.00
	AR-0250	Water Resources Revolving	802-314010 Water Resources Rev	None	826,278.36	826,278.36	0.00	0.00	0.00	0.00	0.00
	Money Market Total				5,033,744.27	5,033,744.27	0.00	0.00	0.00	0.00	0.00
Municipal Bond	20-0041	Muni-Hartland Schls 2.053 05/01/2025	416848WX3	2002	1,175,000.00	0.00	0.00	0.00	0.00	1,175,000.00	0.00
	20-0051	Muni-Spring Lake Schls 1.968 11/01/2024	849765FQ0	2002	710,000.00	0.00	0.00	710,000.00	0.00	0.00	0.00
	20-0054	Muni-St Johns MI Public Schs 0.70 05/01/2025	790450GV6	2002	290,000.00	0.00	0.00	0.00	0.00	290,000.00	0.00
	20-0096	Muni-MI State Bldg Auth 0.816 10/15/2024	594615HR0	2002	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00
	21-0107	Muni-Spring Lake Scs 0.60 11/01/2024	849765GP1	2002	500,000.00	0.00	0.00	500,000.00	0.00	0.00	0.00
	21-0122	Muni-Calhoun Cnty 0.759 10/01/2024	129644B33	2002	355,000.00	0.00	355,000.00	0.00	0.00	0.00	0.00
	21-0129	Muni-Tuscola Cnty 1.10 09/01/2025	900764SP7	2002	65,000.00	0.00	0.00	0.00	0.00	65,000.00	0.00
	23-0082	Muni-E GR Schools 2.431 05/01/2028	272497RH3	2002	230,000.00	0.00	0.00	0.00	0.00	0.00	230,000.00
	23-0083	Muni-E GR Schools 2.284 05/01/2026	272497RF7	2002	710,000.00	0.00	0.00	0.00	0.00	0.00	710,000.00
	23-0084	Muni-W Ottawa Schools 1.305 05/01/2026	955023VD5	2002	1,100,000.00	0.00	0.00	0.00	0.00	0.00	1,100,000.00
	24-0116	Municipal Bond 3.396 09/01/2026	594477CU5	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	24-0117	Municipal Bond 1.423 10/01/2027	510841CD9	2002	225,000.00	0.00	0.00	0.00	0.00	0.00	225,000.00
	24-0149	Municipal Bond 2.349 11/01/2028	849765FU1	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	24-0156	Municipal Bond 2.279 07/01/2025	516391DH9	2002	280,000.00	0.00	0.00	0.00	0.00	280,000.00	0.00
	Municipal Bond Total				8,640,000.00	0.00	1,355,000.00	1,210,000.00	0.00	1,810,000.00	4,265,000.00
Mutual Fund - Money Market	AR-0233	HNB MF-MM GS FTOXX	000-009020 Treas MF-MM #468 GS	None	6,043,146.48	6,043,146.48	0.00	0.00	0.00	0.00	0.00
	AR-0234	HNB MF-MM Invesco AGPXX	000-009020 Treas MF-MM #504 Inv	None	6,045,902.37	6,045,902.37	0.00	0.00	0.00	0.00	0.00
	AR-0239	HNB MF-MM GS FTOXX	469-009020 FJC MF-MM #468 GS	None	254,235.38	254,235.38	0.00	0.00	0.00	0.00	0.00
	AR-0240	HNB MF-MM Invesco AGPXX	469-009020 FJC MF-MM #504 Inv	None	254,972.83	254,972.83	0.00	0.00	0.00	0.00	0.00
	AR-0241	HNB MF-MM GS FTOXX	000-009020 ARPA MF-MM #468 GS	None	9,602,682.31	9,602,682.31	0.00	0.00	0.00	0.00	0.00
	AR-0242	HNB MF-MM Invesco AGPXX	000-009020 ARPA MF-MM #504 Inv	None	9,607,368.58	9,607,368.58	0.00	0.00	0.00	0.00	0.00
	AR-0243	HNB MF-MM GS FTOXX	000-009020 PCB MF-MM #468 GS	None	2,757,153.04	2,757,153.04	0.00	0.00	0.00	0.00	0.00
	AR-0244	HNB MF-MM Invesco AGPXX	000-009020 PCB MF-MM #504 Inv	None	2,758,598.46	2,758,598.46	0.00	0.00	0.00	0.00	0.00
	Mutual Fund - Money Market Total				37,324,059.45	37,324,059.45	0.00	0.00	0.00	0.00	0.00
Petty Cash	AR-0101	Petty Cash - Multiple Depts	101-004000 GF Petty Cash	None	13,636.85	13,636.85	0.00	0.00	0.00	0.00	0.00
	AR-0103	Petty Cash - Parks & Rec	208-004000 Parks Petty Cash	None	1,397.00	1,397.00	0.00	0.00	0.00	0.00	0.00
	AR-0104	Petty Cash - FOC	215-004000 FOC Petty Cash	None	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	AR-0105	Petty Cash - Health	221-004000 Health Petty Cash	None	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00
	AR-0106	Petty Cash - CMH	222-004000 CMH Petty Cash	None	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	AR-0107	Petty Cash - Env Health	228-004000 Landfill Petty Cash	None	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	AR-0108	Petty Cash - WEMET	265-004000 WEMET Petty Cash	None	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0.00
	Petty Cash Total				46,033.85	46,033.85	0.00	0.00	0.00	0.00	0.00
Pooled Gov't Fund	AR-0003	GF X46-0001	000-008040 MICLASS GF	None	217,336.58	217,336.58	0.00	0.00	0.00	0.00	0.00

Inv. Distribution by Maturity  
Pooled Cash  
Effective Interest - Actual Life  
Receipts for Period  
9/30/2024

	Invest Number	Security Description	CUSIP	SafeKeep Institut	Ending Par Val/Shares	Cash	1 - 30 Days	31 - 90 Days	91 - 180 Days	181 - 360 Days	Over 360 Days
	AR-0004	Library X46-0002	721-008041 MICLASS Lib	None	139,074.35	139,074.35	0.00	0.00	0.00	0.00	0.00
	AR-0184	SLSA C&O X46-0004	872-008065 SLSA C&O MM	None	9,340.02	9,340.02	0.00	0.00	0.00	0.00	0.00
	AR-0185	Lloyds Bayou X46-0005	872-008066 Lloyds Bayou MM	None	19,451.76	19,451.76	0.00	0.00	0.00	0.00	0.00
	AR-0186	Nunica X46-0006	851-008067 Nunica MM	None	334.10	334.10	0.00	0.00	0.00	0.00	0.00
	AR-0187	Munn X46-0007	851-008068 Munn MM	None	1,488.99	1,488.99	0.00	0.00	0.00	0.00	0.00
	AR-0188	Park West X46-0008	851-008069 Park West MM	None	8,780.93	8,780.93	0.00	0.00	0.00	0.00	0.00
	Pooled Gov't Fund Total				395,806.73	395,806.73	0.00	0.00	0.00	0.00	0.00
	Treasury Bill	24-0131	Treasury Bill 0.00 07/10/2025	912797LW5	2002	4,000,000.00	0.00	0.00	0.00	0.00	4,000,000.00
Treasury Bill Total				4,000,000.00	0.00	0.00	0.00	0.00	4,000,000.00	0.00	
Treasury Note	16-0081	Treasury Note 2.25 11/15/2025	912828M56	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	16-0249	Treasury Note 2.25 11/15/2024	912828G38	2002	1,000,000.00	0.00	0.00	1,000,000.00	0.00	0.00	0.00
	18-0024	Treasury Note 2.125 05/15/2025	912828XB1	2002	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	0.00
	18-0077	Treasury Note 2.625 03/31/2025	9128284F4	2002	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	0.00
	21-0040	Treasury Note 0.25 10/31/2025	91282CAT8	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	22-0032	Treasury Note 0.75 08/31/2026	91282CCW9	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	22-0033	Treasury Note 0.375 12/31/2025	91282CBC4	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	22-0034	Treasury Note 0.875 09/30/2026	91282CCZ2	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	22-0035	Treasury Note 0.875 09/30/2026	91282CCZ2	2002	2,000,000.00	0.00	0.00	0.00	0.00	0.00	2,000,000.00
	22-0129	Treasury Note 0.875 06/30/2026	91282CCJ8	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	22-0190	Treasury Note 2.25 02/15/2027	912828V98	2002	1,500,000.00	0.00	0.00	0.00	0.00	0.00	1,500,000.00
	23-0015	Treasury Note 2.375 05/15/2027	912828X88	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	23-0016	Treasury Note 0.75 04/30/2026	91282CBW0	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	23-0079	Treasury Note 1.50 01/31/2027	912828Z78	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	24-0036	Treasury Note 4.25 05/31/2025	91282CHD6	2006	250,000.00	0.00	0.00	0.00	0.00	250,000.00	0.00
	24-0067	Treasury Note 2.875 04/30/2025	9128284M9	2005	4,000,000.00	0.00	0.00	0.00	0.00	4,000,000.00	0.00
	24-0068	Treasury Note 4.25 05/31/2025	91282CHD6	2005	4,000,000.00	0.00	0.00	0.00	0.00	4,000,000.00	0.00
	24-0069	Treasury Note 4.625 06/30/2025	91282CHL8	2005	4,000,000.00	0.00	0.00	0.00	0.00	4,000,000.00	0.00
	24-0082	Treasury Note 4.00 06/30/2028	91282CHK0	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	24-0113	Treasury Note 4.00 01/15/2027	91282CJT9	2002	2,000,000.00	0.00	0.00	0.00	0.00	0.00	2,000,000.00
	24-0114	Treasury Note 3.125 08/31/2027	91282CFH9	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	24-0115	Treasury Note 3.75 12/31/2028	91282CJR3	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	24-0132	Treasury Note 0.50 03/31/2025	912828ZF0	None	7,000,000.00	0.00	0.00	0.00	0.00	7,000,000.00	0.00
Treasury Note Total				39,750,000.00	0.00	0.00	1,000,000.00	0.00	21,250,000.00	17,500,000.00	
Investment Total				178,845,158.40	96,561,504.65	6,457,517.36	12,151,136.39	1,000,000.00	30,060,000.00	32,615,000.00	



## Earnings and Yields Summary

## Pooled Cash

Effective Interest - Actual Life

Receipts for Period

10/01/2023 - 09/30/2024

Security Description		10/01/2023 10/31/2023	11/01/2023 11/30/2023	12/01/2023 12/31/2023	01/01/2024 01/31/2024	02/01/2024 02/29/2024	03/01/2024 03/31/2024	04/01/2024 04/30/2024	05/01/2024 05/31/2024	06/01/2024 06/30/2024	07/01/2024 07/31/2024	08/01/2024 08/31/2024	09/01/2024 09/30/2024	10/01/2023 09/30/2024
Combined Port	Certificate of Deposit	165,913.6600	133,839.5900	120,457.9100	106,706.6400	100,468.5200	106,498.6500	96,483.3000	81,336.2100	61,500.8100	58,711.6800	49,722.2600	54,418.9800	1,136,058.2100
	Checking	29,731.4300	15,261.0500	0.0000	0.0000	9,758.8400	4,030.4600	0.0000	0.0000	0.0000	0.0000	0.0000	684.1700	59,465.9500
	Court Account-Checking	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	FAMCA	6,154.5500	6,154.5400	6,156.7500	6,159.3100	6,159.3200	6,159.3200	6,159.3200	6,159.3200	6,161.5700	6,164.1900	6,164.1900	6,164.1900	73,916.5700
	FFCB	5,669.4400	5,669.4500	5,669.4500	5,669.4500	5,311.6200	5,038.0400	5,038.7600	5,038.7600	5,038.7600	5,038.7600	11,991.3200	11,991.3700	77,165.1800
	FHLB	7,087.7700	7,087.7800	8,237.1900	9,740.2500	9,740.2500	9,738.1800	9,736.5500	9,731.9800	9,726.7700	9,726.7700	9,726.7700	9,733.4100	110,013.6700
	FHLMC	4,137.7600	4,137.7500	4,137.7600	4,137.7600	4,137.7700	4,148.3600	4,177.4800	4,177.4800	3,944.1500	3,844.1500	3,844.1500	3,854.9200	48,679.4900
	FNMA	7,878.7000	7,925.4000	7,925.4100	7,925.4100	7,925.4100	7,925.4100	7,939.9700	7,987.6100	7,987.6100	7,987.6100	7,987.6100	7,987.6100	95,383.7600
	Money Market	46,766.9300	42,136.3600	40,658.5600	37,403.2800	31,518.6500	50,861.5600	34,751.3400	22,924.7900	19,527.6400	15,127.5900	15,039.0800	15,299.6400	372,015.4200
	Municipal Bond	13,418.8000	13,479.3900	13,479.3800	13,479.4000	13,479.4000	13,479.4000	40,995.5800	10,096.9600	10,096.9600	10,096.9600	12,646.0200	15,524.2200	180,272.4700
	Mutual Fund - Money Market	222,564.5800	161,360.4600	166,957.7300	170,796.5500	172,918.6600	197,982.1300	193,630.2800	194,448.4700	182,916.6100	177,524.5000	157,958.9200	141,347.3500	2,140,406.2400
	Petty Cash	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	Pooled Gov't Fund	6,637.8400	4,481.5000	2,549.2800	2,791.0400	2,736.0800	3,225.5400	3,307.2400	3,674.6000	3,791.6400	3,879.8400	1,420.8000	1,618.1200	40,113.5200
	Treasury Bill	98,963.3500	95,890.5200	81,274.5500	65,074.3600	44,825.3700	31,162.0100	2,724.2000	0.0000	0.0000	0.0000	0.0000	11,590.8400	431,505.2000
	Treasury Note	54,560.1000	52,887.1900	55,088.1600	53,827.3700	50,482.7700	43,617.5300	68,055.3200	88,642.7800	87,282.7800	89,866.5600	100,865.3500	117,163.0900	862,339.0000
Port Total		669,484.9100	550,310.9800	512,592.1300	483,710.8200	459,462.6600	483,866.5900	472,999.3400	434,218.9600	397,975.3000	387,968.6100	377,366.4700	397,377.9100	5,627,334.6800
Combined Port	Certificate of Deposit	5.3064	5.3404	5.3546	5.3493	5.3107	5.2803	5.2258	5.1479	5.1870	5.1814	5.1514	5.0554	5.2662
	Checking	0.5471	2.3481	0.0000	0.0000	0.7184	0.2650	0.0000	0.0000	0.0000	0.0000	0.0000	0.0246	0.3393
	Court Account-Checking	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	FAMCA	3.7197	3.7197	3.7196	3.7195	3.7195	3.7195	3.7195	3.7195	3.7194	3.7192	3.7192	3.7192	3.7195
	FFCB	2.7198	2.7198	2.7198	2.7198	3.2977	4.0357	4.0357	4.0357	4.0357	4.0357	4.0892	4.0892	3.4986
	FHLB	1.9463	1.9463	2.1036	2.2788	2.2788	2.2801	2.2811	2.2803	2.2793	2.2793	2.2793	2.2827	2.2171
	FHLMC	1.2595	1.2595	1.2595	1.2595	1.2595	1.2615	1.2671	1.2671	1.4535	1.5604	1.5604	1.5627	1.3368
	FNMA	3.2691	3.2731	3.2731	3.2731	3.2731	3.2731	3.2742	3.2782	3.2782	3.2782	3.2782	3.2782	3.2750
	Money Market	4.1720	4.1661	4.1601	4.1532	4.1426	4.1789	4.1497	4.0946	4.0215	4.0180	4.0004	3.8649	4.1246
	Municipal Bond	2.1688	2.1780	2.1780	2.1780	2.1780	2.1780	7.6254	1.9604	1.9604	1.9604	2.1981	2.4295	2.5716
	Mutual Fund - Money Market	5.2505	5.2683	7.5723	5.2386	5.2258	5.2133	5.2016	5.2072	5.2081	5.1980	5.0313	4.7601	5.3024
	Petty Cash	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	Pooled Gov't Fund	5.5006	5.5566	5.5468	5.5481	5.4632	5.4236	5.4070	5.3990	5.4006	5.6481	5.3418	5.2388	5.4743
	Treasury Bill	5.3839	5.4551	5.5064	5.5508	5.5917	5.6425	5.6750	0.0000	0.0000	0.0000	0.0000	4.1865	5.4462
	Treasury Note	2.2607	2.2994	2.3109	2.3258	2.3303	2.3510	3.1443	3.4852	3.5118	3.4969	3.5903	3.7562	2.9608
Port Total		3.3054	4.1280	4.1379	3.8216	3.7326	3.7344	4.2410	3.8952	3.9711	3.9148	3.6025	3.1338	3.7695

# Ottawa County, Michigan - OPEB Section 115 Trust

## CAP TRUST (CHARLES SCHWAB)

September 30, 2024

### PORTFOLIO ASSET ALLOCATION FROM MONTHLY STATEMENT

Asset	Market Value at 10/1/2023		Market Values at 9/30/2024	
	Dollar Amount	Percentage	Dollar Amount	Percentage
Fixed Income (Bonds)	\$2,993,286.92	50.17%	\$3,304,601.88	49.86%
Equity Funds	\$2,962,698.32	49.66%	\$3,310,739.39	49.95%
Sweep Account-Cash	\$10,034.48	0.17%	\$12,141.90	0.18%
<b>TOTAL PORTFOLIO</b>	<b>\$5,966,019.72</b>	<b>100.00%</b>	<b>\$6,627,483.17</b>	<b>100.00%</b>

### PORTFOLIO ASSET ALLOCATION PARAMETERS

	<u>Current</u>		<u>Target</u>
Fixed Income (Bonds)	49.86%	Fixed Income (Bonds)	50.00%
Equity Funds	49.95%	Equity Funds	49.50%
Sweep Account-Cash	0.18%	Sweep Account-Cash	0.50%
	100.00%		100.00%

### TRANSACTIONS

#### IMPACTING MARKET VALUE

### MONTH TO DATE IMPACT

Munis & Charles Schwab Stmt Prior Month End Bal	\$7,081,012.49
Receipts	\$0.00
Disbursements	JE 12/1630 not posted yet
<b>9/30/2024 Munis Balance</b>	<b>\$6,532,607.21</b>

### CAP TRUST (CHARLES SCHWAB) TRANSACTIONS

Deposits	\$0.00
Dividends and Interest	\$11,738.50
Admin Expenses:	
Qtr CAP TRUST	\$0.00
Reinvested Shares	(\$11,734.49)
Change in Value of Investments	\$94,871.95
\$714,761.96 Unrealized Gain or (Loss)-current month	
\$734,876.05 Unrealized Gain or (Loss)-prior month	
\$11,738.50 Cash Dividends-current month	
\$103,251.55 Gain or (Loss) on Investments Sold-This Period	
\$1,564,628.06 Total	
<b>9/30/2024 Charles Schwab Stmt Balance</b>	<b>\$6,627,483.17</b>

**Total Investment Change \$94,875.96**  
*(not including receipts/disbursements in top half)*

Total Change in Account Value Charles Schwab Stmt \$0.00  
Subtract Receipts/Add Disbursements in top half (\$548,405.28)  
**Investment Change not incl Receipts/Disbursements (\$548,405.28)**



Schwab One® Trust Account of  
**CHARLES SCHWAB TRUST BANK CUST**  
**COUNTY OF OTTAWA RETIREE HLTH**

Account Number  
**8632-9283**

Statement Period  
**September 1-30, 2024**

CHARLES SCHWAB TRUST BANK CUST  
COUNTY OF OTTAWA RETIREE HLTH  
12220 FILLMORE ST ROOM 331  
WEST OLIVE MI 49460

**Your Retirement Plan Provider**

CHARLES SCHWAB TRUST BANK  
211 MAIN ST FL 14  
SAN FRANCISCO CA 94105-1965  
1 (877) 319-2782

*The custodian of your brokerage account is: Charles Schwab & Co., Inc.*  
For questions about this statement, please contact your Retirement Plan Provider.

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### GENERAL INFORMATION AND KEY TERMS:

If you receive any other communication from any source other than Schwab, or other authorized affiliate of Schwab which purports to represent your holdings at Schwab, you should verify its content with this statement.

**AIP (Automatic Investment Plan) Customers:** Schwab receives remuneration in connection with certain transactions effected through Schwab. If you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade confirmation will be provided upon request.

**Average Daily Balance:** Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest. Interest cycles may differ from statement cycles.

**Bank Sweep Feature and Bank Sweep for Benefit Plans Features:** Schwab acts as your agent and custodian in establishing and maintaining your Bank Sweep and Bank Sweep for Benefit Plans features as Schwab Cash Features for your PCRA account. Deposit accounts constitute direct obligations of banks affiliated with Schwab and are not obligations of Schwab. Deposit Accounts are insured by the FDIC within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance

and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from a Schwab representative.

**Cash:** Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business.

**Credit Interest:** If, on any given day, the interest that Schwab calculates for your Account is less than \$.005, you will not earn any interest on that day.

**Dividend Reinvestment Customers:** Dividend reinvestment transactions are effected by Schwab acting as a principal for its own Account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acts as the buying agent. The time of these transactions, the exchange upon which these transactions occur, and the name of the person from whom the security is purchased will be furnished upon written request.

**Estimated Annual Income:** Estimated annual income is derived from information provided by outside parties. Schwab cannot guarantee the accuracy of such information. Since the interest and dividends are subject to change at any time, they should not be relied upon exclusively for making investment decisions.

**Fees and Charges:** Includes Margin Interest, Retirement Plan Service Provider fees, and Management Fees that may be charged during the statement period. Contact your Retirement Plan Service Provider and/or your Investment Advisor if you have questions about his or her fees.

**Interest:** For the Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its affiliated banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period. For the Bank Sweep feature, interest accrues daily from the 16th day of the prior month and is credited/posted on the first business day after the 15th of the current month. If, on any given day, the interest that Schwab calculates for the Free Credit Balances in the Bank Sweep feature in your brokerage account is less than \$.005, you will not accrue any interest on that day. For balances held at banks affiliated with Schwab in the Bank Sweep and Bank Sweep for Benefit Plans features, interest will accrue even if the amount is less than \$.005, but interest will not be credited if less than \$.005.

**Market Price:** The most recent price evaluation available to Schwab on the last business day of the statement period, normally the last trade price or bid as of market close. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Asset Not Held at

Schwab are not held in your Account or covered by the Account's SIPC account protection and are not otherwise in Schwab's custody and are being provided as a courtesy to you. Information on Assets Not Held at Schwab or the accuracy, completeness or timeliness of the information about Assets Not Held at Schwab, whether provided by you or otherwise. Descriptions of Assets Not Held at Schwab may be abbreviated or truncated. Some securities, especially thinly traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as Stale Priced. Certain Limited Partnerships (direct participation programs) and unlisted Real Estate Investment Trust (REIT) securities, for which you may see a value on your monthly Account statement that reflects issuer's appraised estimated value, are not listed on a national securities exchange, and are generally illiquid. Even if you are able to sell such securities, the price received may be less than the per share appraised estimated value provided in the account statement.

**Market Value:** The Market Value is computed by multiplying the Market Price by the Quantity of Shares. This is the dollar value of your present holdings in your specified Schwab Account or a summary of the Market Value summed over multiple Accounts.

**Non-Publicly Traded Securities:** All assets shown on this statement, other than certain direct investments which may be held by a third party, are held in your Account. Values of certain Non-Publicly Traded Securities may be furnished by a third party as provided by Schwab's Account Agreement. Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited partnership interests.

**Option Customers:** Be aware of the following: (1) Commissions and other charges related to the execution of option transactions are included in confirmations of such transactions furnished to you at the time such transactions occur and are made available promptly upon request. (2) You should advise us promptly of any material changes in your investment objectives or financial situation. (3) Exercise assignment notices for option contracts are allocated among customer short positions pursuant to an automated procedure which randomly selects from among all customer short option positions those contracts which are subject to exercise, including positions established on the day of assignment. (4) Realized gain/loss of underlying securities is adjusted to reflect the premiums of assigned or exercised options. Please consult your tax advisor or IRS publication 550, Investment Income and Expenses, for additional information on Options.

**Rate Summary:** The yield information for Sweep Funds is the current 7-day yield as of the statement period. Yields vary. Schwab and the Sweep Fund investment advisor may be voluntarily reducing a portion of a Sweep Fund's expenses. Without these reductions, yields would have been lower.





Schwab One® Trust Account of  
**CHARLES SCHWAB TRUST BANK CUST**  
**COUNTY OF OTTAWA RETIREE HLTH**

Account Number  
**8632-9283**

Statement Period  
**September 1-30, 2024**

## Terms and Conditions (continued)

**Restricted Securities:** See your Account Agreement for information regarding your responsibilities concerning the sale or control of restricted securities.

**Schwab Sweep Money Funds:** Includes the primary money market funds into which Free Credit Balances may be automatically invested pursuant to your Account Agreement. Schwab or an affiliate acts and receives compensation as the Investment Advisor, Shareholder Service Agent and Distributor for the Schwab Sweep Money Funds. The amount of such compensation is disclosed in the prospectus. The yield information for Schwab Sweep Money Funds is the current 7-day yield as of the statement period. Yields vary. If, on any given day, the accrued daily dividend for your selected sweep money fund as calculated for your account is less than 1/2 of 1 cent (\$0.005), your account will not earn a dividend for that day. In addition, if you do not accrue at least 1 daily dividend of \$0.01 during a pay period, you will not receive a money market dividend for that period. Schwab and the Schwab Sweep Money Funds investment advisor may be voluntarily reducing a portion of a Schwab Sweep Money Fund's expenses. Without these reductions, yields would have been lower.

**Securities Products and Services:** Securities products and services are offered by Charles Schwab & Co., Inc., **Member SIPC. Securities products and services, including unswept intraday funds and net credit balances held in brokerage accounts are not deposits or other obligations of, or guaranteed by, any bank, are not FDIC insured, and subject to investment risk and may lose value. SIPC does not cover balances held at banks affiliated with Schwab in the Bank Sweep and Bank Sweep for Benefit Plans features.**

**Short Positions:** Securities sold short will be identified with an "S" in Investment Detail. The market value of these securities will be expressed as a debit and will be netted against any long positions in Total Account Value.

**Sweep Funds:** Includes the primary funds into which free credit balances may be automatically invested pursuant to your Account Agreement.

**Yield to Maturity:** This is the actual average annual return on a note if held to maturity.

**Gain (or Loss):** Unrealized Gain or (Loss) and Realized Gain or (Loss) sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information has been provided on this statement at the request of your Advisor. This information is not a solicitation or a recommendation to buy or sell. It may, however, be helpful for investment and tax planning strategies. **Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.**

**Accrued Income:** Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your Account, but the interest and/or dividends have not been received into your account. Schwab makes no representation that the amounts shown (or any other amount) will be received. Accrued amounts are not covered by SIPC account protection until actually received and held in the Account.

**IN CASE OF QUESTIONS:** If you are a participant with a Schwab Personal Choice Retirement Account® (PCRA) and you have questions about this statement, or specific Schwab Account transactions, contact the dedicated **Schwab PCRA Call Center at 1-888-393-PCRA (7272)**. If you are a Plan Trustee or Sponsor, please contact your Retirement Plan Service Provider shown on the cover page of this statement.

### IN CASE OF ERRORS OR DISCREPANCIES IN BROKERAGE

**TRANSACTIONS:** If you find an error or discrepancy relating to your brokerage activity (other than an electronic funds transfer), you must notify us promptly, but no later than 10 days after this statement is sent or made available to you. If this statement shows that we have mailed or delivered security certificate(s) that you have not received, you should notify Schwab immediately. Any oral communications should be reconfirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). If you do not so notify us, you agree that the statement activity and Account balance are correct for all purposes with respect to those brokerage transactions.

**IN CASE OF COMPLAINTS:** If you have a complaint regarding your Schwab statement, products or services, please call the Charles Schwab & Co., Inc. **Client Advocacy Hotline at 1-800-468-3774** or write to Attention: Client Advocacy Team, 211 Main St., M/S: PHXPEAK-2K489, San Francisco, CA 94105.

**Address Changes:** If you fail to notify Schwab in writing of any change of address or phone number, you may not receive important notifications about your Account, and trading or other restrictions might be placed on your Account.

**Wire Transfers and Check Transactions:** If, upon prompt examination, you find that your records and ours disagree, or if you suspect that a wire transfer is unauthorized, a check or endorsement is altered or forged, or checks are missing or stolen, call us immediately at the Schwab Customer Service number listed on the front of this statement. If you do not so notify us in writing promptly, but in no event later than 10 days after we send or make available your statement to you, you agree that the statement activity and Account balance are correct for all purposes with respect to those transactions. You agree to cooperate with us in the investigation of your claim, including giving us an affidavit containing whatever reasonable information we require concerning your Account, the wire or check transaction, and the circumstances surrounding the loss. You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss, and that we have no obligation to provisionally credit your Account.

**Additional Information:** We are required by law to report to the Internal Revenue Service certain adjusted cost basis information (if applicable) and plan disbursements issued at the client's direction during the calendar year. Schwab or an affiliate acts as the Investment Advisor, Shareholder Service Agent and Distributor for the Schwab Money Funds. Schwab or an affiliate is compensated by the Schwab Money Funds for acting in each of these capacities other than as Distributor. The amount of such compensation is disclosed in the prospectus. For accounts managed by CSIA or CSIM you are charged an asset-based fee which is described in the relevant disclosure brochure. Additional information will be provided upon written request. A financial statement for your inspection is available at Schwab's offices or a copy will be mailed to you upon written request. Any third-party trademarks appearing herein are the property of their respective owners. Schwab and its affiliated banks are subsidiaries of The Charles Schwab Corporation.

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(0822-20UL)



Schwab One® Trust Account of  
**CHARLES SCHWAB TRUST BANK CUST**  
**COUNTY OF OTTAWA RETIREE HLTH**

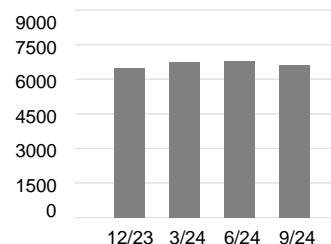
Account Number  
**8632-9283**

Statement Period  
**September 1-30, 2024**

**Account Value as of 09/30/2024: \$ 6,627,483.17**

### Change in Account Value

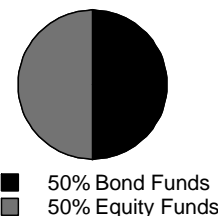
	This Period	Year to Date	Account Value [in Thousands]
<b>Starting Value</b>	<b>\$ 7,081,012.49</b>	<b>\$ 6,500,570.53</b>	
Credits	11,738.50	118,257.64	
Debits	(548,405.28)	(574,439.62)	
Transfer of Securities (In/Out)	0.00	0.00	
Income Reinvested	(11,734.49)	(118,233.98)	
Change in Value of Investments	94,871.95	701,328.60	
<b>Ending Value on 09/30/2024</b>	<b>\$ 6,627,483.17</b>	<b>\$ 6,627,483.17</b>	
<b>Total Change in Account Value</b>	<b>\$ (453,529.32)</b>	<b>\$ 126,912.64</b>	



### Asset Composition

	Market Value	% of Account Assets
Bank Sweep <sup>A,B</sup>	\$ 12,141.90	<1%
Bond Funds	3,304,601.88	50%
Equity Funds	3,310,739.39	50%
<b>Total Assets Long</b>	<b>\$ 6,627,483.17</b>	
<b>Total Account Value</b>	<b>\$ 6,627,483.17</b>	<b>100%</b>

### Overview





Schwab One® Trust Account of  
**CHARLES SCHWAB TRUST BANK CUST**  
**COUNTY OF OTTAWA RETIREE HLTH**

Account Number  
**8632-9283**

Statement Period  
**September 1-30, 2024**

Gain or (Loss) Summary	Gain or (Loss) on Investments Sold	Unrealized Gain or (Loss)
	This Period	

<b>All Investments</b>	<b>\$103,251.55</b>	<b>\$714,761.96</b>
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Values may not reflect all of your gains/losses. Cost basis may change and be adjusted in certain cases. Statement information should not be used for tax preparation, instead refer to official tax documents. For additional gain or (loss) information refer to Terms and Conditions.

Income Summary	This Period	Year To Date
Bank Sweep Interest	4.01	23.66
Cash Dividends	11,734.49	106,567.88
Total Capital Gains Distributions	0.00	11,666.10
<b>Total Income</b>	<b>11,738.50</b>	<b>118,257.64</b>

Cash Transactions Summary	This Period	Year to Date
<b>Starting Cash *</b>	<b>\$ 10,543.17</b>	<b>\$ 1,557.86</b>
Deposits and other Cash Credits	0.00	0.00
Investments Sold	550,000.00	585,000.00
Dividends and Interest	11,738.50	118,257.64
Withdrawals and other Debits	(548,405.28)	(574,439.62)
Investments Purchased	(11,734.49)	(118,233.98)
Fees and Charges	0.00	0.00
<b>Total Cash Transaction Detail</b>	<b>1,598.73</b>	<b>10,584.04</b>
<b>Ending Cash *</b>	<b>\$ 12,141.90</b>	<b>\$ 12,141.90</b>

\*Cash (includes any cash debit balance) held in your account plus the value of any cash invested in a sweep money fund.



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## Investment Detail - Bank Sweep

Bank Sweep	Starting Balance	Ending Balance	% of Account Assets
CHARLES SCHWAB BANK	10,543.17	12,141.90	<1%
<b>Total Bank Sweep <sup>A,B</sup></b>	<b>10,543.17</b>	<b>12,141.90</b>	<b>&lt;1%</b>
<b>Total Bank Sweep</b>		<b>12,141.90</b>	<b>&lt;1%</b>

## Investment Detail - Mutual Funds

Bond Funds	Quantity	Market Price	Market Value	Cost Basis	Unrealized Gain or (Loss)	% of Account Assets
<b>ALLSPRING CORE BOND INST</b> <sup>◇</sup> SYMBOL: MBFIX	145,467.5110	11.35000	1,651,056.25	1,609,322.49	41,733.76	25%
<b>FIDELITY U.S. BOND INDEX</b> <sup>◇</sup> SYMBOL: FXNAX	155,408.4240	10.64000	1,653,545.63	1,595,687.26	57,858.37	25%
<b>Total Bond Funds</b>	<b>300,875.9350</b>		<b>3,304,601.88</b>	<b>3,205,009.75</b>	<b>99,592.13</b>	<b>50%</b>
Equity Funds	Quantity	Market Price	Market Value	Cost Basis	Unrealized Gain or (Loss)	% of Account Assets
<b>AMERICAN FUNDS EUROPACIF</b> <sup>◇</sup> IC GROWTH F3 SYMBOL: FEUPX	9,512.1290	60.43000	574,817.96	517,592.15	57,225.81	9%
<b>FIDELITY INTERNATIONAL I</b> <sup>◇</sup> NDEX SYMBOL: FSPSX	10,710.6240	53.40000	571,947.32	487,611.14	84,336.18	9%

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.





Schwab One® Trust Account of  
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### Investment Detail - Mutual Funds (continued)

Equity Funds (continued)	Quantity	Market Price	Market Value	Cost Basis	Unrealized Gain or (Loss)	% of Account Assets
<b>FIDELITY 500 INDEX</b> ◊ SYMBOL: FXAIX	3,974.8910	200.73000	797,879.87	595,988.49	201,891.38	12%
<b>JPMORGAN LARGE CAP GROWT</b> ◊ H I SYMBOL: SEEGX	3,932.4520	76.47000	300,714.60	207,397.67	93,316.93	5%
<b>MFS MID CAP GROWTH R6</b> ◊ SYMBOL: OTCKX	8,092.5990	33.05000	267,460.40	215,514.01	51,946.39	4%
<b>MFS MID CAP VALUE R6</b> ◊ SYMBOL: MVCKX	7,400.7690	35.96000	266,131.65	216,316.76	49,814.89	4%
<b>MFS VALUE R6</b> ◊ SYMBOL: MEIKX	5,531.6250	53.83000	297,767.37	260,282.48	37,484.89	4%
<b>SCHWAB SMALL CAP INDEX</b> ◊ SYMBOL: SWSSX	6,471.7980	36.16000	234,020.22	194,866.86	39,153.36	4%
<b>Total Equity Funds</b>	<b>55,626.8870</b>		<b>3,310,739.39</b>	<b>2,695,569.56</b>	<b>615,169.83</b>	<b>50%</b>
<b>Total Mutual Funds</b>	<b>356,502.8220</b>		<b>6,615,341.27</b>	<b>5,900,579.31</b>	<b>714,761.96</b>	<b>100%</b>

<b>Total Investment Detail</b>	<b>6,627,483.17</b>
<b>Total Account Value</b>	<b>6,627,483.17</b>
<b>Total Cost Basis</b>	<b>5,900,579.31</b>

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Trust Account of  
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## Gain or (Loss) on Investments Sold

Investments	Quantity/Par	Acquired/ Opened	Sold/ Closed	Total Proceeds	Cost Basis	Gain or (Loss)
ALLSPRING CORE BOND INST: MBFIX	2,202.6430	06/09/23	09/25/24	25,000.00	24,365.80	634.20
AMERICAN FUNDS EUROPACIFIC GROWTH F3: FEUPX	1,004.0150	06/09/23	09/25/24	60,000.00	54,632.38	5,367.62
FIDELITY INTERNATIONAL INDEX: FSPSX	1,138.4940	06/09/23	09/25/24	60,000.00	51,831.00	8,169.00
FIDELITY U.S. BOND INDEX: FXNAX	1,410.7140	06/09/23	09/25/24	15,000.00	14,483.35	516.65
FIDELITY 500 INDEX: FXAIX	702.5090	06/09/23	09/25/24	140,000.00	105,333.02	34,666.98
JPMORGAN LARGE CAP GROWTH I: SEEGX	1,173.6860	06/09/23	09/25/24	90,000.00	61,900.25	28,099.75
MFS MID CAP GROWTH R6: OTCKX	1,220.5610	06/13/23	09/25/24	40,000.00	32,504.76	7,495.24
MFS MID CAP VALUE R6: MVCKX	1,266.8170	06/13/23	09/25/24	45,000.00	37,027.74	7,972.26
MFS VALUE R6: MEIKX	745.8990	06/09/23	09/25/24	40,000.00	35,075.78	4,924.22
SCHWAB SMALL CAP INDEX: SWSSX	982.8700	06/09/23	09/25/24	35,000.00	29,594.37	5,405.63
<b>Total Gain or (Loss) on Investments Sold</b>				<b>550,000.00</b>	<b>446,748.45</b>	<b>103,251.55</b>

Schwab has provided accurate realized gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. If all data for a given investment is not available, the investment will not be listed here.

Option Customers: Gain/loss on investments sold is adjusted to reflect the premiums of assigned or exercised options. Please consult IRS publication 550, Investment Income and Expenses, for additional information on Options.

## Transaction Detail - Purchases & Sales

### Bond Funds Activity

Settle Date	Trade Dat	Transaction	Description	Quantity	Unit Price	Charges and Interest	Total Amount
09/26/24	09/25/24	Sold	ALLSPRING CORE BOND INST: MBFIX	(2,202.6430)	11.3500	0.00	25,000.00

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Schwab One® Trust Account of  
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## Transaction Detail - Purchases & Sales (continued)

### Bond Funds Activity (continued)

Settle Date	Trade Dat	Transaction	Description	Quantity	Unit Price	Charges and Interest	Total Amount
09/26/24	09/25/24	Sold	FIDELITY U.S. BOND INDEX: FXNAX Includes Commission \$10.00	(1,410.7140)	10.6400	10.00	15,000.00
09/30/24	09/30/24	Reinvested Shares	ALLSPRING CORE BOND INST: MBFIX	520.3110	11.3500	0.00	(5,905.53)
09/30/24	09/30/24	Reinvested Shares	FIDELITY U.S. BOND INDEX: FXNAX	425.9210	10.6400	0.00	(4,531.80)

### Total Bond Funds Activity

**29,562.67**

### Equity Funds Activity

Settle Date	Trade Dat	Transaction	Description	Quantity	Unit Price	Charges and Interest	Total Amount
09/26/24	09/25/24	Sold	AMERICAN FUNDS EUROPACIF IC GROWTH F3: FEUPX Includes Commission \$10.00	(1,004.0150)	59.7700	10.00	60,000.00
09/26/24	09/25/24	Sold	FIDELITY INTERNATIONAL I NDEX: FSPSX Includes Commission \$10.00	(1,138.4940)	52.7100	10.00	60,000.00
09/26/24	09/25/24	Sold	FIDELITY 500 INDEX: FXAIX Includes Commission \$10.00	(702.5090)	199.3000	10.00	140,000.00



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## Transaction Detail - Purchases & Sales (continued)

### Equity Funds Activity (continued)

Settle Date	Trade Dat	Transaction	Description	Quantity	Unit Price	Charges and Interest	Total Amount
09/26/24	09/25/24	Sold	JPMORGAN LARGE CAP GROWT H I: SEEGX Includes Commission \$10.00	(1,173.6860)	76.6900	10.00	90,000.00
09/26/24	09/25/24	Sold	MFS MID CAP GROWTH R6: OTCKX Includes Commission \$10.00	(1,220.5610)	32.7800	10.00	40,000.00
09/26/24	09/25/24	Sold	MFS MID CAP VALUE R6: MVCKX Includes Commission \$10.00	(1,266.8170)	35.5300	10.00	45,000.00
09/26/24	09/25/24	Sold	MFS VALUE R6: MEIKX Includes Commission \$10.00	(745.8990)	53.6400	10.00	40,000.00
09/26/24	09/25/24	Sold	SCHWAB SMALL CAP INDEX: SWSSX	(982.8700)	35.6100	0.00	35,000.00
09/26/24	09/26/24	Reinvested Shares	MFS VALUE R6: MEIKX	24.2100	53.5800	0.00	(1,297.16)

**Total Equity Funds Activity**

**508,702.84**

**Total Purchases & Sales**

**538,265.51**





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## Transaction Detail - Deposits & Withdrawals

Transaction Process		Activity	Description	Location	Credit/(Debit)
Date	Date				
09/30/24	09/30/24	Journalled Funds	TRF SCHWAB BROKERAGE A/C		(548,405.28)
<b>Total Deposits &amp; Withdrawals</b>					<b>(548,405.28)</b>

The total deposits activity for the statement period was \$0.00. The total withdrawals activity for the statement period was \$548,405.28.

## Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested)

Transaction Process		Activity	Description	Credit/(Debit)
Date	Date			
09/15/24	09/16/24	Bank Interest <sup>A,B</sup>	BANK INT 081624-091524: SCHWAB BANK	4.01
09/26/24	09/26/24	Div For Reinvest	MFS VALUE R6: MEIKX	1,297.16
09/30/24	09/30/24	Div For Reinvest	ALLSPRING CORE BOND INST: MBFIX	5,905.53
09/30/24	09/30/24	Div For Reinvest	FIDELITY U.S. BOND INDEX: FXNAX	4,531.80
<b>Total Dividends &amp; Interest</b>				<b>11,738.50</b>
<b>Total Transaction Detail</b>				<b>1,598.73</b>

## Bank Sweep for Benefit Plans Activity

Transaction		Description	Withdrawal	Deposit	Balance <sup>A,B</sup>
Date	Transaction				
Opening Balance <sup>A,B</sup>					10,543.17
09/15/24	Interest Paid <sup>A,B</sup>	BANK INTEREST - CHARLES SCHWAB BANK		4.01	10,547.18



Schwab One® Trust Account of  
**CHARLES SCHWAB TRUST BANK CUST**  
**COUNTY OF OTTAWA RETIREE HLTH**

Account Number  
**8632-9283**

Statement Period  
**September 1-30, 2024**

## Bank Sweep for Benefit Plans Activity (continued)

Transaction					
Date	Transaction	Description	Withdrawal	Deposit	Balance <sup>A,B</sup>
09/26/24	Auto Transfer	BANK CREDIT FROM BROKERAGE <sup>A</sup>		550,000.00	560,547.18
09/30/24	Auto Transfer	BANK TRANSFER TO BROKERAGE	548,405.28		12,141.90
Total Activity			548,405.28	550,004.01	
Ending Balance <sup>A,B</sup>					12,141.90

Bank Sweep for Benefit Plans: Interest Rate as of 09/30/24 was 0.20%.<sup>B</sup>

## Endnotes For Your Account

### Symbol Endnote Legend

◇	Dividends paid on this security will be automatically reinvested.
A	Bank Sweep deposits are held at FDIC-insured bank(s) ("Banks") that are affiliated with Charles Schwab & Co., Inc.
B	For Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its affiliated banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.

## Cheryl Clark

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**From:** Meeder Public Funds <publicfunds@meederinvestment.com>  
**Sent:** Friday, October 18, 2024 2:28 PM  
**To:** Cheryl Clark  
**Subject:** [MARKETING] Weekly Market Commentary - October 17, 2024

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## Weekly Market Commentary

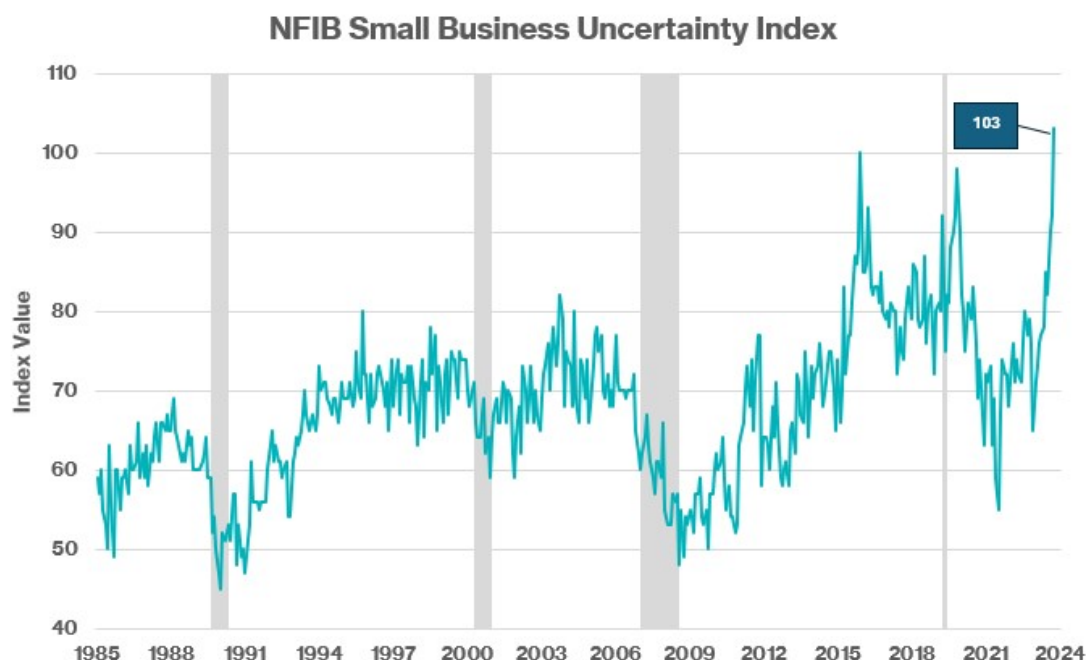
October 17, 2024

### Weekly Highlights

- » Fed's last meeting minutes showed officials were divided on the .50% September cut
- » Initial Jobless (unemployment) Claims remain volatile due to hurricane effects
- » Better-than-expected Retail Sales push Treasury rates higher

### Small Businesses: Main Street Uncertainty Reaches an All-Time High

"Small business owners are feeling more uncertain than ever," said National Federation of Independent Business (NFIB) Chief Economist Bill Dunkelberg. "Uncertainty makes owners hesitant to invest in capital spending and inventory, especially as inflation and financing costs continue to put pressure on their bottom lines. Although some hope lies ahead in the holiday sales season, many Main Street owners are left questioning whether future business conditions will improve." Also, the November election is undoubtedly playing a large role in boosting the uncertainty among small businesses – a dynamic that poses a potential headwind to hiring and investment in the near-term.



Sources: Bloomberg, BMO, National Federation of Independent Businesses (shaded areas are recessions)

## Did You Know?

- For all the complaints about American tax rates, the U.S. ranks 32nd out of 38 nations in tax revenue as a percentage of GDP. The U.S. is so much below the average ratio that if its ratio were simply average, it would bring in \$26 trillion more over 10 years. - *CAP20*
- An average NFL broadcast lasts well over three hours, yet it delivers a total of only 18 minutes of football action. - *FiveThirtyEight*

## Market Rates

	Yesterday	Last Week	Last Year
2 Yr T Note	3.96%	3.98%	5.14%
5 Yr T Note	3.90%	3.91%	4.95%
10 Yr T Note	4.09%	4.09%	4.98%
30 Yr T Note	4.39%	4.38%	5.11%

## Economic Results

UPCOMING WEEK

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PREVIOUS WEEK

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