

**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
NOVEMBER 26, 2024 – 3:00 P.M.
101 WEST MAIN STREET
IONIA, MICHIGAN**

THIS MEETING WILL BE HELD IN PERSON AND ZOOM

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
 - B. Approve per diem and mileage
 - C. Approve payments of Common Cash and General Fund Payroll for the month of October 2024- \$2,257,533.16
 - D. Approve payments of Health Department payroll and accounts payable for the month of October 2024-\$ 222,408.96
 - E. Approve payments of Road Department payroll and accounts payable for the month of October 2024-\$ 2,495,364.82
 - F. Approval of payments from Trust and Agency for the month of October 2024-\$6,733,465.12
- VII. Unfinished Business**
- VIII. New Business**
 - A. Request Approval of Emergency Management Performance Grant Work Agreement- Sgt. Fredrick Straubel
 - B. Resolution Adopting the Ionia County Recreation Plan- Dave Bee
 - C. Request Approval of the 8th Circuit Court Swift and Sure Sanctions Probation program SCAO Grant Contract for the 2025 Fiscal Year- Selina Schmidt
 - D. Request Approval of the 8th Circuit Court Adult Recovery Court SCAO Grant Contract for the 2025 Fiscal Year- Selina Schmidt

- E. Approval to enter into a Host Agency Agreement with the AARP Foundation for the Senior Community Service Employment Program- Carol Hanulcik
- F. Request Approval for My Community Dental Centers Services Agreement Amendment #3-Chad Shaw
- G. Approval of 3rd Quarter Budget Amendments-Bernadette Blonde
- H. Request Approval to accept proposal to extend auditing service contract- Bernadette Blonde
- I. Approval to replace tractor at Bertha Brock Park-Jack Shattuck
- J. Request to approve University of Michigan Health-Sparrow for Medical Examiner and Transport Services-Patrick Jordan
- K. Request to make changes to County Commissioners compensation- Patrick Jordan

IX. Department Reports

- A. Commission On Aging
- B. Public Defenders (Written Report Only)
- C. Central Dispatch (Written Report Only)

X. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. Board of Commissioners
- C. County Administrator

XI. Reports of Special or Ad Hoc Committees

XII. Public Comment (3-minute time limit per speaker)

XIII. Closed Session- For Strategy and Negotiation session connected with the negotiation for a collective bargaining agreement.

XIV. Adjournment

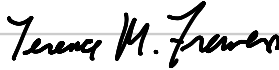
Board and/or Commission Vacancies

Appointments for consideration in the month of November 2024:

NONE

Appointments for consideration in the month of December 2024:

Substance Abuse Initiative

County of Ionia					
Request for Per Diem and Mileage					
Commissioner Frewen					
October, 2024					
Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Afternoon Meeting	10/08/2024	2	\$50.00	38.6	\$25.86
Commissioners Afternoon Meeting	10/22/2024	2	\$50.00	38.6	\$25.86
Grievance Committee					
Personel Committee					
Board of Public Works					
DHHS Board Meeting	10/03/2024	1	\$50.00	82	\$54.94
Eightcap Governing Board					
ICEA Meeting	10/24/2024	1.5	\$50.00	40	\$26.80
Road Dept Meeting					\$0.00
Road Dept Meeting	10/21/24	1	\$50.00	38	\$25.46
Budget Meeting	10/08/2024	1	\$50.00		
Admin/ Road director mtg.					
Finance meeting	10/15/24	1	\$50.00	38.6	\$25.86
Township Officials Mtg.	10/14/24	1	\$50.00	0	
				275.8	\$184.79
Total Per Diem Requested:			\$400.00		
Total Mileage Requested:					\$184.79
			Total	\$584.79	
					
Signed Terence M. Frewen				11/04/2024	
				Date	
Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours					
Mileage for 2024 is 67 cents					

Commissioner Tiejema
October-24

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Board of Commissioners Meeting	10/08/24	-	\$50.00	17	\$11.39
Budget Meeting	10/08/24	-	\$25.00		
Board of Commissioners Meeting	10/22/24		\$75.00	17	\$11.39
Area Agency Aging Board Meeting	10/28/24	1:25	\$50.00		
ASCET (Mich Works Board)	10/28/24	1:15	\$50.00	52	\$34.84
Finance Committee Meeting	10/15/24	1:45	\$50.00	17	\$11.39
Other:					
Local Development Authority	10/15/24	:40	\$50.00		

Total Per Diem Requested:	\$350.00
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Total Mileage Requested:	\$69.01
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Sony Tiejema
Signed

11/20/24
Date

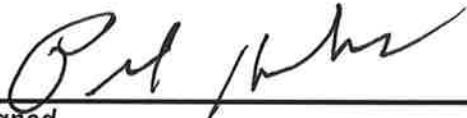
County of Ionia Request for Per Diem and Mileage

Commissioner ~~Fleming~~ Hesch
2024

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	15-Oct		50		24
Commissioners Meeting	22-Oct	3hr	75		24
Special Board Meeting					
Grievance Committee					
Personnel Committee					
Board of Public Works					
Department of Human Services Board					
Eight Cap Governing Board					
Ionia County Economic Alliance					
Road Department Meeting					
REL travel	24-Oct		50		82
Other:					
Facility meet	22-Oct	3hr.	50		2
			225		

Total Per Diem Requested: 225

Total Mileage Requested: 87.10


Signed

6-Nov-24
Date

Per Diem Rates: Board of Commissioner Meetings are \$50 for one to three hours, and \$75 for more than three hours.
Committee and all other meetings are \$50 for up to one hour
Mileage for 2024 is .67 cents per mile.

County of Ionia Request for Per Diem and Mileage

Commissioner Kelley
October 2024

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	10/8	1	50		
Commissioners Meeting	10/22	3 1/4	75		
Special Board Meeting					
Facilities Committee	10/22	1 1/2	50		
Personnel Committee					
Brownfield Redevelopment Authority	10/22	ABSENT			
Commission on Aging Board	10/17	1	50		
Mid-West Trail Authority	10/24	1	50	5.4	36.18
Road Department Meeting	10/21	2	50		
West Michigan Regional Planning Comm					
Budget Meeting	10/8	1	50		
Other:					
TWP OFFICIALS MTG	10/14	1 1/4	50	3.2	21.44
CITY IONIA BROWNFIELD	10/21	1 1/4	50		
M-66 Corridor	10/25	1 1/2	50		

Total Per Diem Requested:

525

Total Mileage Requested:

57.62

Signed

Kelley

Date

11/1/2024

Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours

Mileage for 2024 is .67 cents per mile.

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Title: EMPG work Grant Agreement
Date: 11-26-2024

CONTACT: Sgt. Fredrick D Straubel / Emergency Manager

DESCRIPTION: Fiscal Year 2024 Emergency Management Performance Grant Work Agreement

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS: N/A

LEGAL REVIEW: N/A

DEADLINE: 12-3-2024

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION): Approve and sign the Fiscal year 2024 work grant agreement.

ADMINISTRATOR'S RECOMMENDATION: County Administrator recommends approval of this request.



STATE OF MICHIGAN

DEPARTMENT OF STATE POLICE

LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JAMES F. GRADY II
DIRECTOR

October 4, 2024

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year (FY) 2024 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed ***Subrecipient Checklist*** to our office via email:

Attention: Mr. Paul Lounsberry
Emergency Management and Homeland Security Division
Michigan Department of State Police
LounsberryP@michigan.gov

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the FY 2024 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned **no later than December 3, 2024**. If this requirement is not met, this grant agreement will be invalid unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Capt. Kevin Sweeney, Commander
Emergency Management
and Homeland Security Division

State of Michigan Fiscal Year 2024 Emergency Management Performance Grant Grant Agreement

October 1, 2023 to September 30, 2024

Assistance Listing: 97.042 Grant Number: EMC-2024-EP-05005

This Fiscal Year (FY) 2024 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

COUNTY OF IONIA
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2024 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2024 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2024 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2024 EMPG Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual located at <https://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2024 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the Department of Homeland Security (DHS) Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery (2024 DHS Appropriations Act); *Compact of Free Association Act of 2003*, as amended (Pub. L. No. 108-188)1

The Subrecipient agrees to comply with all FY 2024 EMPG program requirements in accordance with the FY 2024 EMPG NOFO, and the FY 2024 FEMA Preparedness Grants Manual; both are located at <https://www.fema.gov/grants/preparedness/emergency-management-performance>; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <https://www.fema.gov/disaster/stafford-act>; and the *FY 2024 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2024 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

- A. 2 C.F.R., Part 200 of the Code of Federal Regulations (C.F.R.), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. The FEMA Policy #108-023-1, Revision 2 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

III. Award Amount and Restrictions

- A. The **County of Ionia** is awarded **\$13,897** or **11.417%** of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2024 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager is less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for EMPG form (EMHSD-17).
- B. The FY 2024 EMPG covers eligible costs from October 1, 2023, to September 30, 2024. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager.** Up to five percent of the total allocation may be utilized for other allowable organization costs after all payroll costs for the grant award year have been reimbursed. No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2024 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The FEMA administers cost sharing requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2024 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series, or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional, or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook (EMD-PUB 208) and work agreement. The FY 2024 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.

The EMPG funded programs are required to complete quarterly training and exercise reports identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the DHS determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2024 EMPG NOFO; the FEMA FY 2024 Preparedness Grants Manual; the FY 2024 EMPG *Agreement Articles Applicable to Subrecipients*, included with the grant agreement package for reference; and the EMPG Guidebook.
- C. The subrecipient shall not use FY 2024 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification;
 - 2. Standard Assurances;
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
 - 4. Audit Certification (EMD-053);
 - 5. Request for Taxpayer Identification Number and Certification (W-9);
 - 6. Other documents that may be required by federal or state officials.
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Reporting Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2024 EMPG Work Agreement/Quarterly Report (EMHSD-31).

- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- G. Appoint an emergency management program manager who can assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan. This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2024 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html under Finance Forms.
- N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records and refund expenditures disallowed by federal or state audits.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations that expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit requirements under 2 C.F.R., Part 200, Subpart F.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Unique Entity Identifier through SAM.gov at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing the DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information

on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS General Acknowledgements and Assurances on page 1.

- R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order (EO) 13347.
- S. Comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and EO 14005.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2024 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2024 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2024 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2024 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of their race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2023, to September 30, 2024. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the state of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of their rights, interests, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise

critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 C.F.R., Part 29) and Protection of Sensitive Security Information (49 C.F.R., Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

County of Ionia
Subrecipient Name

VVZDLA7H4EC5
Subrecipient UEI

For the Chief Elected Official

Printed Name

Title

Signature

Date

For the Local Emergency Manager

Printed Name

Title

Signature

Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney
Printed Name

Commander, Emergency Management
and Homeland Security Division
Title



Signature

October 4th, 2024
Date

**RESOLUTION ADOPTING THE
IONIA COUNTY RECREATION PLAN**

November 26, 2024

WHEREAS, the Ionia County Board of Commissioners has reviewed the Recreation Plan, and

WHEREAS, the Ionia County Park Advisory Board has recommended approval of the Recreation Plan, and

WHEREAS, after due notice, a meeting was held on November 13, 2024 at 4:30 p.m. at the Palmer Lodge in Bertha Brock Park, 2311 Bluewater Highway, Michigan 48846, a handicapped accessible building, for the purpose of hearing comments related to the County's Recreation Plan at said Public Hearing.

NOW THEREFORE BE IT RESOLVED, the Ionia County Board of Commissioners approves the Ionia County Recreation Plan.

Chair

Clerk

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Approval of the 8th Circuit Court Swift and Sure Sanctions Probation program SCAO
Grant Contract for the 2025 Fiscal Year
November 26, 2024

CONTACT:

Selina Schmidt, Court Administrator

DESCRIPTION:

The 8th Circuit Court SSSPP is funded annually by SCAO grant funds. This year, the award remained at the FY24 level of \$37,000. This contract has to be approved by the Board of Commissioners in order to receive the grant funds.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

Circuit Court Probation is involved as they supervise the participants.

FINANCIAL ANALYSIS:

There is no cost to the county as the program is entirely grant funded

LEGAL REVIEW:

[Click here to enter text.](#)

DEADLINE:

The contract is due back to the state December 15, but it is hoped this can be signed as soon as possible

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Approval of the annual contract for the 8th Circuit Swift and Sure Sanctions Program with the State Court Administrative Office for FY25. The contract itself will be submitted for signature through DocuSign.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request.

**Michigan Supreme Court
State Court Administrative Office
Swift and Sure Sanctions Probation Program
Fiscal Year 2025 Agreement**

Grantee Name:	8th Circuit Court
Unique Identifier:	U40008
Federal ID Number:	38-6004857
Contract Number:	36583
Grant Amount:	\$37,000

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

- 1.01 The term “Agreement” as used in this document means the Agreement between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.
- 1.02 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary is information technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Agreement when rendering Services thereunder. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

- 1.03 The term “Employee Benefits” means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers’ compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.
- 1.04 The term “Grant Amount” is the amount specified as “Grant Amount” on the first page of this Agreement and includes any increases or reductions under Section 17.
- 1.05 The term “Grantee” as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.
- 1.06 The term “Grantee’s agents” as used in this Agreement includes the Grantee’s agents, subcontractors, vendors, and subrecipients.
- 1.07 The term “Liabilities” means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.
- 1.08 The term “Parties” includes the SCAO, Grantee, and all of their employees.
- 1.09 The term “Pre-existing Inventions, Patented and/or Copyrighted Materials” means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Agreement.
- 1.10 The terms “Program Expenses” and “Expenses” mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee’s employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee’s performance under this Agreement. This term includes allowable program costs as articulated in WebGrants, which are contained on the “allowable expense” list and in the program budget. This term also includes Travel Expenses as defined below.
- 1.11 The term “Services” refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.
- 1.12 The term “Taxes” refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.
- 1.13 The term “Travel Expenses” means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

- 1.14 The term “WebGrants” refers to the web-based grant management system used by SCAO.
- 1.15 The term “Work Product” refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other Work Product prepared by the Provider under this Agreement and amendments thereto.

2. PARTIES

This Agreement is between the SCAO and the 8th Circuit Court — Swift and Sure Sanctions Probation Program (Grantee).

3. AMOUNT AND GRANT PROGRAM

- 3.01 The SCAO will reimburse the Grantee up to \$37,000 for the Grantee’s expenses under this Agreement.
- 3.02 The grant funding is from the Swift and Sure Sanctions Probation Program.

4. PERIOD OF AGREEMENT

- 4.01 This Agreement covers Services rendered during the grant period beginning on October 1, 2024, and ending on September 30, 2025, at 11:59 p.m. (“Agreement Period”), unless the parties agree in a signed writing to an amendment in accordance with Section 26.
- 4.02 Unless indicated otherwise in this Agreement, this Agreement is effective until all obligations have been satisfied by both parties.

5. TERMS

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment 1),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on Expenses, and
- E. Approved grant budget.

6. RELATIONSHIP AND DUTIES

- 6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.
- 6.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.
- 6.03 The Grantee is responsible for payment of all taxes arising out of the Grantee's Services in accordance with this Agreement.
- 6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.
- 6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.
- 6.06 The Grantee agrees to comply with all of the Agreement terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

- 7.01 This is a reimbursement-based grant.
- 7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.
- 7.03 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list, reasonable and necessary (as determined solely by the SCAO), and in the approved budget.
- 7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted

all other available funding options that were designated for the project, then the grant funds under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

- 7.05 The Grantee's Expenses are eligible for reimbursement only if the Grantee is on time and in compliance with the grant reporting requirements in Attachment 1 and as otherwise required under this Agreement.
- 7.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable state of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.
- 7.07 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.
- 7.08 All Expense reimbursement is subject to the SCAO's approval.
- 7.09 The Grantee agrees to receive payments by electronic funds transfer through Michigan's Statewide Integrated Governmental Management Application (SIGMA) vendor payment system. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's [website](#).

8. RELIGIOUS PROGRAMMING

- 8.01 The Grantee will not spend grant funds on a program that has a religious component.
- 8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

The Grantee may not assign any portion of this Agreement except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

- 10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.
- 10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.
- 10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.
- 10.04 The Grantee must provide a copy of this Agreement to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

- 11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, all medical and treatment information of participants served under this Agreement is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.
- 11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:
 - A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
 - B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
 - C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.
 - D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.
- 11.03 During Agreement performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is

required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Agreement.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Agreement.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Agreement that is not Confidential and Proprietary Information as defined in this Agreement. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Agreement.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that, during the time period that this Agreement is effective, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Agreement provisions

before entering into this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

- 12.08 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement.

13. INSURANCE

The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Agreement.

14. LIABILITY

- 14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.
- 14.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with Agreement performance.
- 14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.
- 14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

- 15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.
- 15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

- 15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.
- 15.04 The Grantee must retain all financial records related to this Agreement for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.
- 15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.
- 15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

- 16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.
- 16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.
- 16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 27 of this Agreement.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

- 17.01 When Grantee cannot spend some or all allocated grant funds, these funds should be reallocated to other problem-solving courts who can spend them. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and

subject the Grantee to the procedures set forth in Section 17.05 below.

- 17.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.
- 17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.
- 17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Agreement Period that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through WebGrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.
- 17.05 If at any time during the Agreement Period Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:
 - A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.
 - B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Agreement Period, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.
 - C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. SCAO has the sole authority to reduce the Grant Amount, and the amount of the reduction could be more than the Grantee's requested reduction amount. If SCAO's decision is to reduce the Grant Amount, Grantee will submit a budget revision in WebGrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Agreement Period. If Grantee does not submit this budget revision, SCAO may reduce Grantee's budget in WebGrants and allocate the new amount in its discretion.

D. For communications other than those made through WebGrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Agreement.

17.06 If at any time during the Agreement Period Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation request to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 17.05(C) will be followed.

17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.

17.08 Section 17 survives termination of this Agreement.

18. SUSPENSION OR TERMINATION OF AGREEMENT

18.01 In addition to the provisions set forth in Section 17, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.
- B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.
- D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Agreement or any extension thereof.
- E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.
- F. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

G. If any report from Section 16 is at least 45 days late.

18.02 Each Party has the right to terminate this Agreement without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Agreement, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Agreement cannot be terminated, however, until Grantee fulfills all the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

18.04 If the SCAO terminates this Agreement under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

22. DEBT TO STATE OF MICHIGAN

The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. AGREEMENT DISPUTE

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 27 of this Agreement.

24. PROGRAM CERTIFICATION

Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

26. AMENDMENT

- 26.01 Except as provided in Subsections 17.05 and 26.02, the parties may amend this Agreement only in writing signed by both parties.
- 26.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

27. DELIVERY OF NOTICE

- 27.01 Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:
- 27.02 The Grantee's contact person is:

Selina Schmidt
8th Circuit Court
100 W Main St.
Ionia, MI 48846
sschmidt@montcalm.us

27.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

28. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees —

- A. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.
- B. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.
- D. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to, withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

- 29.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.
- 29.02 Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

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SIGNATURES OF PARTIES
Swift and Sure Sanctions Probation Program
CONTRACT NUMBER: 36583

30. SIGNATURE OF PARTIES

- 30.01 This Agreement is not effective unless signed by both Parties.
- 30.02 The signatures on this Agreement are electronic through the DocuSign system.
- 30.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.
- 30.04 The DocuSign system requires an agent of the SCAO to send this Agreement to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Deputy State Court Administrator for signature.

8th Circuit Court
Swift and Sure Sanctions Probation Program

State Court Administrative Office

Authorizing Official's Signature

SCAO Official's Signature

Authorizing Official's Name

SCAO Official's Name

Authorizing Official's Title

SCAO Official's Title

Date Signed by Authorizing Official

Date Signed by SCAO Official

ATTACHMENT 1
FY 2025 REPORTING REQUIREMENTS
October 1, 2024, through September 30, 2025

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
November 15, 2024*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before September 30, 2024.
February 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before December 31, 2024.
May 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before March 31, 2025.
August 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before June 30, 2025.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2025*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2025	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	NOTE
January 10, 2025	Courts will be reporting on expenditures from October 1, 2024, through December 31, 2024.
April 10, 2025	Courts will be reporting on expenditures from January 1, 2025, through March 31, 2025.
July 10, 2025	Courts will be reporting expenditures from April 1, 2025, through June 30, 2025.
October 10, 2025	Courts will be reporting expenditures from July 1, 2025, through September 30, 2025.

PROGRESS REPORT	
DUE DATE	NOTE
April 30, 2025*	Courts will be reporting on program progress.

* If your court program is in the planning stage (not operational), you are only required to complete this report if the program becomes operational during this fiscal year.

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Approval of the 8th Circuit Court Adult Recovery Court SCAO Grant Contract for the
2025 Fiscal Year
November 26, 2024

CONTACT:

Selina Schmidt, Court Administrator

DESCRIPTION:

The 8th Circuit Court Adult Recovery Court is funded annually by SCAO grant funds. This year, the award remained at the FY24 level of \$149,000. This contract has to be approved by the Board of Commissioners in order to receive the grant funds.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

Circuit Court Probation is involved as they supervise the participants.

FINANCIAL ANALYSIS:

There is no cost to the county as the program is entirely grant funded

LEGAL REVIEW:

[Click here to enter text.](#)

DEADLINE:

The contract is due back to the state December 15, but it is hoped this can be signed as soon as possible

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Approval of the annual contract for the 8th Circuit Adult Recovery Court with the State Court Administrative Office for FY25. The contract itself will be submitted for signature through DocuSign.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request.

**Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program
Fiscal Year 2025 Agreement**

Grantee Name:	8th Circuit Court — Adult Drug Court
Unique Identifier:	U10070
Federal ID Number:	38-6004857
Contract Number:	36584
Grant Amount:	\$149,000

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

- 1.01 The term “Agreement” as used in this document means the Agreement between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.
- 1.02 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary is information technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Agreement when rendering Services thereunder. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

- 1.03 The term “Employee Benefits” means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers’ compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.
- 1.04 The term “Grant Amount” is the amount specified as “Grant Amount” on the first page of this Agreement and includes any increases or reductions under Section 17.
- 1.05 The term “Grantee” as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.
- 1.06 The term “Grantee’s agents” as used in this Agreement includes the Grantee’s agents, subcontractors, vendors, and subrecipients.
- 1.07 The term “Liabilities” means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.
- 1.08 The term “Parties” includes the SCAO, Grantee, and all of their employees.
- 1.09 The term “Pre-existing Inventions, Patented and/or Copyrighted Materials” means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Agreement.
- 1.10 The terms “Program Expenses” and “Expenses” mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee’s employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee’s performance under this Agreement. This term includes allowable program costs as articulated in WebGrants, which are contained on the “allowable expense” list and in the program budget. This term also includes Travel Expenses as defined below.
- 1.11 The term “Services” refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.
- 1.12 The term “Taxes” refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.
- 1.13 The term “Travel Expenses” means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

- 1.14 The term “WebGrants” refers to the web-based grant management system used by SCAO.
- 1.15 The term “Work Product” refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other Work Product prepared by the Provider under this Agreement and amendments thereto.

2. PARTIES

This Agreement is between the SCAO and the 8th Circuit Court — Adult Drug Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

- 3.01 The SCAO will reimburse the Grantee up to \$149,000 for the Grantee’s expenses under this Agreement.
- 3.02 The grant funding is from the Michigan Drug Court Grant Program.

4. PERIOD OF AGREEMENT

- 4.01 This Agreement covers Services rendered during the grant period beginning on October 1, 2024, and ending on September 30, 2025, at 11:59 p.m. (“Agreement Period”), unless the parties agree in a signed writing to an amendment in accordance with Section 26.
- 4.02 Unless indicated otherwise in this Agreement, this Agreement is effective until all obligations have been satisfied by both parties.

5. TERMS

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment 1),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on Expenses, and
- E. Approved grant budget.

6. RELATIONSHIP AND DUTIES

- 6.01 No employer/employee relationship exists between the Parties. Further, no employee or

subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

- 6.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.
- 6.03 The Grantee is responsible for payment of all taxes arising out of the Grantee's Services in accordance with this Agreement.
- 6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.
- 6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.
- 6.06 The Grantee agrees to comply with all of the Agreement terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

- 7.01 This is a reimbursement-based grant.
- 7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.
- 7.03 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list, reasonable and necessary (as determined solely by the SCAO), and in the approved budget.
- 7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds

under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

- 7.05 The Grantee's Expenses are eligible for reimbursement only if the Grantee is on time and in compliance with the grant reporting requirements in Attachment 1 and as otherwise required under this Agreement.
- 7.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable state of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.
- 7.07 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.
- 7.08 All Expense reimbursement is subject to the SCAO's approval.
- 7.09 The Grantee agrees to receive payments by electronic funds transfer through Michigan's Statewide Integrated Governmental Management Application (SIGMA) vendor payment system. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's [website](#).

8. RELIGIOUS PROGRAMMING

- 8.01 The Grantee will not spend grant funds on a program that has a religious component.
- 8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

The Grantee may not assign any portion of this Agreement except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

- 10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.
- 10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.
- 10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.
- 10.04 The Grantee must provide a copy of this Agreement to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

- 11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, all medical and treatment information of participants served under this Agreement is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.
- 11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:
 - A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
 - B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
 - C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.
 - D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.
- 11.03 During Agreement performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business

days as provided in Section 27 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Agreement.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Agreement.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Agreement that is not Confidential and Proprietary Information as defined in this Agreement. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Agreement.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that, during the time period that this Agreement is effective, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Agreement provisions before entering into this Agreement. Further, the Grantee warrants that its performance under

this Agreement will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

- 12.08 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement.

13. INSURANCE

The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Agreement.

14. LIABILITY

- 14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.
- 14.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with Agreement performance.
- 14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.
- 14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

- 15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.
- 15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.
- 15.03 The Grantee must maintain an accounting system with grant financial records that are kept

separately from the Grantee's other financial records.

- 15.04 The Grantee must retain all financial records related to this Agreement for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.
- 15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.
- 15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

- 16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.
- 16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.
- 16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 27 of this Agreement.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

- 17.01 When Grantee cannot spend some or all allocated grant funds, these funds should be reallocated to other problem-solving courts who can spend them. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 17.05 below.

- 17.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.
- 17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.
- 17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Agreement Period that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through WebGrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.
- 17.05 If at any time during the Agreement Period Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:
- A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.
 - B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Agreement Period, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.
 - C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. SCAO has the sole authority to reduce the Grant Amount, and the amount of the reduction could be more than the Grantee's requested reduction amount. If SCAO's decision is to reduce the Grant Amount, Grantee will submit a budget revision in WebGrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Agreement Period. If Grantee does not submit this budget revision, SCAO may reduce Grantee's budget in WebGrants and allocate the new amount in its discretion.
 - D. For communications other than those made through WebGrants and as mentioned in

Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Agreement.

- 17.06 If at any time during the Agreement Period Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation request to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 17.05(C) will be followed.
- 17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.
- 17.08 Section 17 survives termination of this Agreement.

18. SUSPENSION OR TERMINATION OF AGREEMENT

- 18.01 In addition to the provisions set forth in Section 17, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:
- A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.
 - B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
 - C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.
 - D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Agreement or any extension thereof.
 - E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.
 - F. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
 - G. If any report from Section 16 is at least 45 days late.

- 18.02 Each Party has the right to terminate this Agreement without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Agreement, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Agreement cannot be terminated, however, until Grantee fulfills all the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.
- 18.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.
- 18.04 If the SCAO terminates this Agreement under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et. seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

22. DEBT TO STATE OF MICHIGAN

The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. AGREEMENT DISPUTE

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 27 of this Agreement.

24. PROGRAM CERTIFICATION

Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

26. AMENDMENT

- 26.01 Except as provided in Subsections 17.05 and 26.02, the parties may amend this Agreement only in writing signed by both parties.
- 26.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

27. DELIVERY OF NOTICE

- 27.01 Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:
- 27.02 The Grantee's contact person is:
Selina Schmidt

8th Circuit Court
100 W Main St.
Ionia, MI 48846
sschmidt@montcalm.us

27.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

28. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees —

- A. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.
- B. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.
- D. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to, withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

29.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The

“Authorizing Official” is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee’s Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.

- 29.02 Only one person may sign this Agreement as the Grantee’s Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee’s local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official’s signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

The remainder of this page is intentionally left blank.

SIGNATURES OF PARTIES
Michigan Drug Court Grant Program
CONTRACT NUMBER: 36584

30. SIGNATURE OF PARTIES

- 30.01 This Agreement is not effective unless signed by both Parties.
- 30.02 The signatures on this Agreement are electronic through the DocuSign system.
- 30.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.
- 30.04 The DocuSign system requires an agent of the SCAO to send this Agreement to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Deputy State Court Administrator for signature.

**8th Circuit Court
Adult Drug Court**

State Court Administrative Office

Authorizing Official's Signature

SCAO Official's Signature

Authorizing Official's Name

SCAO Official's Name

Authorizing Official's Title

SCAO Official's Title

Date Signed by Authorizing Official

Date Signed by SCAO Official

ATTACHMENT 1
FY 2025 REPORTING REQUIREMENTS
October 1, 2024, through September 30, 2025

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
November 15, 2024*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before September 30, 2024.
February 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before December 31, 2024.
May 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before March 31, 2025.
August 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before June 30, 2025.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2025*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2025	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	NOTE
January 10, 2025	Courts will be reporting on expenditures from October 1, 2024, through December 31, 2024.
April 10, 2025	Courts will be reporting on expenditures from January 1, 2025, through March 31, 2025.
July 10, 2025	Courts will be reporting expenditures from April 1, 2025, through June 30, 2025.
October 10, 2025	Courts will be reporting expenditures from July 1, 2025, through September 30, 2025.

PROGRESS REPORT	
DUE DATE	NOTE
April 30, 2025*	Courts will be reporting on program progress.

* If your court program is in the planning stage (not operational), you are only required to complete this report if the program becomes operational during this fiscal year.

**IONIA COUNTY COMMISSION ON AGING
REQUEST FOR DISCUSSION/ACTION**

Ionia County Commission on Aging requests board approval to enter into a Host Agency Agreement with the AARP Foundation for the Senior Community Service Employment Program
November 26, 2024

CONTACT:

Carol Hanulcik, Director, Ionia County Commission on Aging

DESCRIPTION:

ICCOA requests board approval to enter into a Host Agency Agreement with the AARP Foundation for the Senior Community Service Employment Program. This program helps seniors find work and learn job skills while covering the cost of their wages and workers compensation insurance. Seniors have traditionally filled a majority of positions at ICCOA, especially our part-time positions

The program would be a great fit for our agency: by helping seniors find employment while helping ICCOA recruit staff. On average in 2024, 12% of allocated hours went unworked due to not having staff to work the hours. This has an effect on service hours, quality of service and ability to retain workers.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

none

FINANCIAL ANALYSIS:

This would give us the opportunity to save on wages, insurance and recruiting costs. We also feel the program could help us fill those “missing” volunteer hours that have not rebounded since 2020.

LEGAL REVIEW:

none

DEADLINE:

As soon as possible. We hope to begin to bring on participant(s) starting in December.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

I move to approve the request of the Commission on Aging Director, to approve agency’s signature on the attached Host Agency Agreement with the AARP Foundation.

DEPARTMENT HEAD RECOMMENDATION:

I recommend board approval. This is a great opportunity which could really help our agency fill vacant positions and dovetails with our mission of helping seniors.

ADMINISTRATOR’S RECOMMENDATION: County Administrator recommends approval of this request.

HOST AGENCY AGREEMENT**Host Agency:** Ionia County Commission on Aging**Phone:** (616) 527-5365**Fax:** (517) 527-5955**FEIN:****Address:** 115 Hudson Street

Ionia, MI 48846

The above named agency/organization, an equal employment opportunity employer, requests the services of participants from the AARP Foundation Senior Community Service Employment Program (SCSEP).

This agency is:

- ☐ **A Non-Profit Organization.**
(Tax exempt under the Internal Revenue code 501(c)(3))
- ☐ **A Public Organization.**

Enrollee Supervisors are:

- ☐ **Compensated with federal funds.**
- ☐ **Not compensated with federal funds.**

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.

2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies. AARP Foundation acknowledges that participation as a host agency is voluntary and agrees to honor any host agency request in writing to reassign participants for any lawful reason. AARP Foundation may require documentation of the request, or the basis therefore.

3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.

4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training opportunities or unsubsidized employment goals outside of the host agency. Participants may be required by AARP Foundation SCSEP to complete required programmatic activities and tasks which may include:

- Accept referrals and interviews for employment outside the program;
- Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan ("IEP");
- Accept transfers to other host agency assignments as necessary to further the participant's training and work experience;
- Register and maintain registration with the State Employment Service and/or One Stop Center;
- Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.

5) It is understood that the SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. Participation in SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.

6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.

7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned under federal law.

8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law and assumes the risks of doing so. AARP Foundation is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

9) The host agency agrees to have or obtain reliable technology services that would enable it to receive and send participant Time & Attendance Reports to and from the AARP Foundation office. Reliable technology services are those that can produce readable documents—not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Because electronic transmittal of Time and Attendance Reports, are required by regulation as the method of documenting participant stipend payments for trained hours, AARP Foundation must place participants at an alternative assignment if a host agency cannot comply with this requirement. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having first-hand knowledge of the hours worked by the participant.

10) The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant, at its sole discretion. The host agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP, including AARP Foundation SCSEP's policies prohibiting discrimination, workplace violence, and harassment. Host agencies agree and acknowledge that, while on-site at the Host Agency, participants are under the direct control and supervision of the Host Agency and that the Host Agency is responsible for permitting participants to conduct any tasks that qualify for payment under the program. AARP Foundation will not assign job-training tasks to any participant pursuant to this Agreement.

11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.

12) Pursuant to SCSEP regulations, AARP Foundation, as a program administrator, is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties; and to ensure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. The Host Agency recognizes that if a safety violation involving a SCSEP participant occurs on the premises, AARP Foundation expects Host Agency to follow safety notification laws as it would for its own employees and to immediately notify AARP Foundation of any incident. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive unless the assignment expressly includes driving, is approved in advance by AARP Foundation, and is carried out in accordance with this Section 12 and Section 13 below.
- Participants must always be supervised

13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation.

(a) Only in exceptional situations can a participant transport other passengers and only then with the approval of the national AARP Foundation SCSEP director. If a participant has been approved to engage in duties that include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) while engaged in the performance of those duties. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and a motor vehicle record (MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

(b) If the participant drives his or her own vehicle as part of his or her assignment beyond commuting, the Host Agency must ensure that participant maintains automobile liability insurance appropriate to cover performance of their assignments.

(c) The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment.

(d) A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

15) It is understood that the AARP Foundation SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages.

(a) It is also understood and agreed to that AARP Foundation SCSEP shall pay a wage stipend to participants assigned to the host agency only within the limits communicated to host agency at the onset of participant placement; federal regulation prohibits payment beyond those grant-prescribed limits. The host agency shall not permit or instruct participant(s) to perform work beyond such limits or require participant to perform unpaid or volunteer work as part of participant's assignment, except as described in subsection (b) below.

(b) If the host agency permits participant(s) to perform work exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time and comply with applicable law governing employment requirements.

16) It is understood that, by law, host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for a participant under Title V of the Older Americans Act is permissible only if the assignment does not:

- a) Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
- b) Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- c) Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- d) Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

17) The host agency will be listed on the *Time Attendance Report* in AARP Foundation records accessible by the U.S. Department of Labor. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in SCSEP databases.

18) It is understood that all participant(s) records are subject to the Privacy Act, 5U.S.C. § 552a and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the U.S. Department of Labor, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party.

21)) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

22) No part of this agreement requires payment of fees by a party to the other.

Carol Hanulcik, Main Contact

Date

Dani Soto, Project Director

Date

Please provide your current email address in the space below:

SAFETY IS NO ACCIDENT



SCSEP

Participant & Host Agency

HANDBOOK

SCSEP is funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration.

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SECTION ONE: Introduction

AARP Foundation Senior Community Service Employment Program (SCSEP)

AARP Foundation launched its Senior Community Service Employment Program (SCSEP) more than 45 years ago to help low-income, unemployed people gain on-the-job training experience and find permanent work. The program assigns adults 55 and older to temporary, subsidized jobs that provide them with the skills to transition to permanent, unsubsidized employment.

With grant funding awarded by the U.S. Department of Labor's Employment and Training Administration, AARP Foundation operates SCSEP at 70 sites in 22 states and Puerto Rico. Since the program's inception, AARP Foundation SCSEP has helped more than half a million older adults obtain work training. In the past grant year alone, it has served over 12,000 participants and provided over 5 million hours of community service.

Each SCSEP participant (also called enrollee) is placed in a temporary assignment with either a nonprofit community organization or a federal, state, county, or city organization. While working for these organizations, participants earn the prevailing minimum wage per hour of training they receive. Participants also benefit from SCSEP's "Trial Employment" opportunities, which allow them to fill vacant positions for two or four weeks at no cost to the employer.

While enrolled in the program, participants also connect with their local AARP Foundation SCSEP project office. At each office, participants interact with the SCSEP Project Director and project office participants. Both are dedicated to cultivating a better quality of life for older workers by promoting opportunities for them to achieve economic independence.

The SCSEP Project Director of the office is familiar with the local job market and job skills that are in high demand within the community. The Project Director works closely with employers to understand the qualifications required, work environments, and job opportunities available for mature workers. Project office participants are people enrolled in SCSEP who assist with project office operations as their work assignment. Although project office participants are not considered employees of AARP Foundation, they fully understand both the mission of the program and the responsibilities that lead to the project's success.



AARP Foundation is committed to its mission of helping older individuals gain skills and confidence to better their lives; however, the total federal funds for all SCSEP sponsors and states can only help less than 1 percent of the eligible population find employment. This means we cannot serve every interested applicant. AARP Foundation selects participants by prioritizing those with barriers to employment and a willingness to seek unsubsidized employment.

The information in this handbook will provide you, as a job seeker or host agency, with a better understanding of your responsibilities as a SCSEP partner and the program's responsibilities to you. Having an awareness of these responsibilities will help both participants and host agencies get the most out of the program.

AARP Foundation SCSEP's Motto:

"Your Job Is to Get A Job, Our Job Is to Help You!"

SECTION TWO: Getting Started

As a Participant

Applicants must first be assessed for eligibility for enrollment. Eligibility is based on age, residency, employment status and income guidelines established by the Labor Department, and by our ability to provide the services you need. We may not be able to help everyone who is eligible. Once your application has been accepted, and your enrollment forms – which include the *Program Requirement* form shown below – are completed, your program services begin. These services will include:

- assignment to a host agency;
- assessment of your skills;
- formal program orientation;
- assistance with setting employment goals;
- referrals to employment opportunities;
- follow-up meetings, evaluations and reviews to determine your progress and “next steps” in your enrollment; and
- help obtaining assistance from other programs (e.g., disability and aging programs and veterans’ groups).



The Participant's Responsibilities

As a participant in the program, it is important that you communicate your activities, concerns, progress and goals to the other project office participants. It is only with this open communication that we can fully assist you with achieving your employment goals.

This communication should include, but is not limited to:

1. When you are unable to report to your host agency as scheduled, you will contact both the project office and your host agency supervisor in a timely manner.
2. You will notify the project office before making any changes to your scheduled work hours at your assignment. (You are only authorized to work your scheduled and approved hours.)
3. You will tell your host agency supervisor of your employment goals and request his or her assistance with locating a permanent job. This includes applying for appropriate jobs available at the agency and requesting a written recommendation.
4. When you apply for a job or go on an interview, you will contact the project office so your job search efforts can be documented in your file.
5. You will register with the state employment service or One-Stop center and will notify the project office when this has been completed.
6. You will notify the project office immediately if there are changes to your income or family size. Changes to personal information such as address, telephone number or marital status must also be communicated to the office in a timely manner.
7. If you encounter problems with your training assignment, duties, supervisors, co-workers or staff, you will report these issues to the Project Director in a timely manner so the issues can be resolved.
8. If you are injured or become ill while at your assignment, you will report these issues to the Project Director in a timely manner so the issues can be resolved.
9. Most important, when you accept permanent employment outside the program, you will notify the project office immediately. This helps to support program goals and continued funding for others.
10. Some agencies may require background checks and screening of participants. The results could affect a participant's assignment to a particular host agency.

Program Requirements



As an AARP Foundation Senior Community Service Employment Program (SCSEP) applicant, I understand that (check each box as the topic is discussed, only initial where required):

- ☐ The purpose of SCSEP is to provide part-time work training to low-income, unemployed, mature job seekers while they prepare for and obtain unsubsidized employment. Participation in the SCSEP program is NOT unsubsidized employment. I acknowledge that training at a host agency is not a job and I am not an employee of AARP Foundation or my host agency. A completed application does not mean enrollment in the program. Enrollment starts on the first day of a host agency assignment and I will not be paid for any part of the enrollment process unless and until I have completed my first day of training. (Initial ____)

Initial Program Requirements (please check each box as the topic is discussed)

☐ I must be 55 years of age or older.	☐ I will report all additional income during enrollment.
☐ I must be unemployed to participate.	☐ I will not volunteer at my host agency.
☐ I must be a resident in the area the program serves.	☐ I will conduct an ongoing search for employment.
☐ I must be legally authorized to work in the US.	☐ I will cooperate with the Project Director and project office participants.
☐ I must be income eligible to participate.	☐ I understand that SCSEP is not an entitlement program.
☐ I will provide supporting eligibility documents.	☐ I understand that the primary purpose of this program is not income maintenance.
☐ I will complete a skills assessment.	☐ I understand I cannot work from home at any time.
☐ I will complete an Individual Employment Plan (IEP).	☐ I agree that I will conduct myself in a respectful and professional manner during my enrollment.

Each of these initial program requirements has been explained to me and I accept. (Initial ____)

- ☐ If not already registered, I must register with the State Workforce program within two weeks and provide proof of my registration to the SCSEP project office. I must remain actively registered with the State Workforce program for the duration of my SCSEP enrollment.
- ☐ If enrolled, I am expected to be on assignment for 18-20 hours per week at a host agency. AARP Foundation has the right to change participant training hours, benefits and guidelines based on budgetary constraints and other program considerations. Therefore, there may be times when assignments are set above or below 18-20 hours per week.
- ☐ If enrolled, I may be asked/directed to attend meetings/trainings, conduct job searches or come to the project office. Due to limited resources, the project office is not responsible for mileage reimbursement for such meetings.
- ☐ While not a condition of enrollment, it is expected that participants will maintain a bank account and utilize direct deposit.

Host Agency Assignment Understandings (please check each box as topic is discussed)

☐ I must accept regular transfers of my host agency assignments, as necessary, to further my training and work experience.	☐ The Project Director may change my enrollment status or terminate my host agency training assignment at any time.
☐ I will receive the higher of the federal or state minimum wage for each hour worked on my assignment.	☐ The host agency/training provider may request my removal from the assignment at any time.
☐ I will adhere to my training assignment description and never volunteer to do work that matches that assignment.	☐ I will not lift over 20 pounds or use ladders or step stools at the project office or on my assignment.
☐ I will immediately report any injury to my host agency supervisor and the project site office.	☐ I will conduct myself in a courteous, professional manner at my host agency assignment.

- ☐ I understand that enrollment in SCSEP or unsubsidized employment may cause me to lose all or part of certain public benefits I receive.

Currently, I am receiving the following public benefits:

- ☐ Public Housing ☐ Food Stamps ☐ SSI/SSDI ☐ TANF ☐ Unemployment ☐ Medicaid
☐ Other public benefits (list here) _____.

- ☐ SCSEP is a short-term program and, ideally, I will obtain unsubsidized employment and exit from the program in 3-6 months.
- ☐ Per U.S. labor regulations, the maximum time I may be enrolled, cumulatively, in any SCSEP program, is 48 months. The 48-month period begins on the date of my enrollment. Under the regulations, absolutely no extensions beyond the 48 months are permitted.
- ☐ My enrollment in SCSEP is based on a number of things, including: my continuing eligibility; satisfactory performance of my work-training assignments; suitable transportation that allows me to accept training and an unsubsidized job; and my willingness to actively cooperate in the job search process as spelled out in my IEP and directed by the Project Director and/or project office participants. If I provided inaccurate information to meet the program's eligibility requirements, I may be subject to immediate dismissal.
- ☐ I agree to allow the release of information about my enrollment, assignments, employment status and wages while enrolled or for up to a year after leaving the program for reporting or program promotion.

Equal Opportunity (EO) Information: Required Disclosures

Project offices must attempt to collect EO information from all applicants regardless of eligibility. This information includes gender, ethnicity, race and disability. Before collecting this information, the following disclosures must be made to each applicant and acknowledged by their initials:

- ___ The disclosure of the information is voluntary.
- ___ Refusing to provide it will not affect your eligibility for services except where disability may establish eligibility or priority of service.
- ___ The information will be kept confidential.
- ___ The information will be used only in accordance with the law.
- ___ The information will be used for statistical purposes, although disability status may be used to determine priority of service.

Employment Disclosure

At the time of application/enrollment, I am not employed as defined below. (Please check all that apply.)

☐ I do not work at all as a paid employee.	☐ I do not have a job or business from which I am temporarily absent due to illness, weather, labor management disputes or personal reasons.
☐ I do not do any work at all in my own business, profession or farm.	☐ I do not work 15 hours or more as an unpaid worker in an enterprise operated by a member of my family.

By signing this document, I acknowledge my understanding of SCSEP and agree to comply with all policies and procedures of SCSEP, if enrolled. If I am enrolled, I will receive an orientation to SCSEP, and a copy of the Participant and Host Agency Supervisor Handbook and the Involuntary Termination Policy and the AARP Foundation Grievance Procedure. I further understand that failure to comply with the terms of this agreement at any time could put my enrollment at risk and may result in my termination from the program.

Applicant

Date

Project Director

Date

As a Host Agency Supervisor

Project office participants will further explain SCSEP and its mission and determine if your agency qualifies to serve as a training site. Federal regulations require that all SCSEP host agencies be either 501(c)(3) nonprofit organizations or public agencies. Proof of nonprofit status (a 501(c)(3) letter or IRS form 990), if applicable, and your Federal Employer Identification Number (FEIN) must be provided to the project site office, and will be kept on file at the AARP Foundation SCSEP project office. Project office participants will seek your input to determine training opportunities available at your agency and will work with you to develop and identify the responsibilities for these training positions.

Once your agency is qualified, an official representative must sign the Host Agency Agreement (see sample on page 13) and identify direct supervisors for participants assigned to the agency. These supervisors must also sign the Host Agency Agreement to authorize them to sign participants' Time & Attendance Reports. Participants should not complete their own Time & Attendance Reports. It is the supervisor's responsibility to fill in the daily hours and the total number of hours worked. The participant should verify those hours and then sign and date the timesheet along with the supervisor. In order to become a host agency, the organization **must** have a fax machine in good working order in order to both receive and send participant Time & Attendance Reports from and to the project site office's payroll system at **1-866-949-1389**. All paperwork must be on file in the SCSEP office before a participant may begin training. In order to ensure that your agency continues to provide viable training opportunities for our participants, your participation as a host agency will be evaluated each year. At that time, you will be asked to renew the Host Agency Agreement indicating that you continue to support the mission of the program. If, during this annual review, it is determined that the host agency is not fulfilling its obligation to adequately train, supervise and guide the participant toward securing permanent employment, SCSEP may discontinue its agreement with the agency and participants will be re-assigned.



Additional Responsibilities of a Host Agency

Prior to committing your agency to become a training site for SCSEP participants, you should understand and agree to the following:

- The host agency will bear the cost of any training materials, background/security/police checks and/or health screenings required by the agency.
- The host agency will provide a safety orientation to all assigned participants.
- The host agency will inform the project site office of any changes to a participant's work schedule or training responsibilities.
- The host agency must notify the project office if the participant's supervisor is paid with federal funds by checking the appropriate box on the *Host Agency Agreement*.
- The host agency agrees to consider qualified SCSEP participants for permanent positions within the agency as they become available.
- AARP Foundation reserves the right to set participant training hours based on the budget available and other program considerations in the county where the participant is assigned.
- Host agencies will ensure that participants are not unsupervised or left alone. In the event a participant must be unexpectedly left alone for a short period, the host agency should immediately notify the project site office.

Host Agency Resource Site

The **Host Agency Resource Site** (aarpworksearchha.org) offers a variety of resources and information that can assist the host agency supervisor in performing their responsibilities successfully.

Maintenance of Effort Restrictions

Very Important, Please Note

- SCSEP is intended to be a “job creation” program, meaning host agencies must create jobs specifically for SCSEP participants, not fill existing positions with SCSEP participants.
- Using SCSEP participants to replace or fill existing jobs – either directly or indirectly – is considered “maintenance of effort,” which is an impermissible use of federal funds under Department of Labor regulations.
- AARP Foundation SCSEP participants must not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants.
- Participant training positions may not replace or fill vacant positions within the host agency. SCSEP participants must be assigned to “non-staff” status positions in the host agency and be considered temporary extra help. AARP Foundation SCSEP must not influence the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits. Participants may not be assigned to complete the same or substantially similar work performed by any person who has been laid off from the host agency.
- AARP Foundation project site offices may not assign or continue to assign a participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.
- AARP Foundation SCSEP participants may not impair existing contracts or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed.
- The host agency must be able to operate independently, without SCSEP participants. If this policy is being violated in any way, all participants currently assigned to the agency must be re-assigned and the host agency agreement terminated.
- Participants may not be paid a supplemental per hour wage by the host agency (in addition to SCSEP wages) for the purpose of increasing the participant’s hourly wage.

Benefits of Being a Host Agency

SCSEP can provide your organization with temporary additional manpower to strengthen the programs and services you provide to the community. Many of our host agency supervisors have found that they are able to delegate work assignments and complete priority tasks more effectively by having one of our participants train at their agency.

To determine the best training opportunity, the project office participants assess the skills and abilities of each participant upon enrollment. This will allow the participant to focus on skills that will support his or her employment goals, and it allows your agency to work with an individual who has an aptitude for the tasks involved in the training assignment. This could mean that you may not always have a participant assigned to your agency even though you have a signed agreement with the program.

The project office participants will monitor the participant's progress in the assignment and will assist you with evaluating the participant's performance. Because we are eager to have participants gain as much experience as possible during their short enrollment with us, all participants should expect regular reassignments to another host agency to ensure they are given every opportunity to broaden skills and gain the breadth of work experience necessary to compete for quality unsubsidized employment.

However, many of our host agency supervisors have also found that as permanent jobs become available at the agency, they are able to fill the positions with trained SCSEP participants already well-versed in the mission of the agency, rather than starting over with untrained or unfamiliar job applicants.

Host Agency Agreement



Host Agency:

FEIN:

Address:

Phone:

Fax:

The above named agency/organization, an equal employment opportunity employer, requests the services of participants from the **AARP Foundation Senior Community Service Employment Program**.

This Agency is:

☐ A Non-Profit Organization.

(Tax exempt under the Internal Revenue code 501(c)(3))

☐ A Public Organization.

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

- 1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.
- 2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies.
- 3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
- 4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to do the following activities/tasks:
 - ☐ Accept referrals and interviews for employment outside the program;
 - ☐ Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
 - ☐ Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
 - ☐ Register and maintain registration with the State Employment Service and/or One Stop Center;
 - ☐ Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.
- 5) It is understood that the SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.
- 6) When practical, the host agency agrees to provide additional training support to their participants by allowing participants to utilize the agencies computers and internet access for designated job search training and to complete online job search activities.

- 7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.
- 8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.
- 9) The host agency agrees to have a fax machine, or the equivalent functionality thereof, in good working condition in order to both receive and send participant *Time & Attendance Reports* from and to the AARP Foundation office or designated fax number. "Good working order" includes insuring that the document output settings are correct so that the fax is readable—not overly dark or overly light. Without good fax copies, AARP Foundation SCSEP cannot scan timesheets. If AARP Foundation SCSEP is consistently unable to scan your timesheets, AARP Foundation SCSEP participants cannot be paid and will potentially have to be transferred to a host agency where a fax machine is properly working.
- 10) Host agencies agree to give serious consideration for any permanent job openings in the agency to qualified participants. The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The host agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP.
- 11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected. This survey is generally sent out in January, but timing is at the discretion of DOL. If selected, please complete the survey as it influences continued DOL funding for the SCSEP grant. The DOL will make three attempts to obtain a completed survey from a host agency.
- 12) It is understood that the AARP Foundation is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties; and to insure that proper equipment, procedures, and safe practices are used in conformance with state and federal law. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.
The host agency must keep the following key safety issues in mind at all times:
 - ☐ No lifting over 20 pounds
 - ☐ No step stools or ladders
 - ☐ Participants may not drive unless the assignment, which expressly includes driving and, is approved in advance by AARP Foundation and is carried out in accordance with Section 12.
 - ☐ Participants must always be supervised
- 13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation. Only in exceptional situations can a participant transport other passengers and only then with the approval of the national SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the host agency. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and a motor vehicle record (MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP. If the participant drives his or her own vehicle as part of his or her assignment, the participant must also maintain automobile liability insurance in the appropriate amount covering participant(s) engaged in the performance of their assignments using a vehicle owned or operated by the participant. The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment. A copy of the host agency's

certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

- 14) It is understood that each party shall indemnify the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein, including without limitation, claims arising from participant conduct in compliance with express instructions given to participant by host agency as part of participant's job training performance, claims of unpaid wages by participants in accordance with Section 14 herein, and claims arising from host agency's duty to maintain a safe working environment for participants. The obligations of each party to indemnify the other shall survive the termination or expiration of this agreement.
- 15) It is understood that the AARP Foundation's SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of a wage stipend to participants assigned to the host agency. The host agency shall not permit participant(s) to perform community service for any hours not in accordance with those expressly authorized by AARP Foundation or to volunteer hours. If the host agency permits participant(s) to perform community service exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having firsthand knowledge of the hours worked by the participant. AARP Foundation recognizes that assigned supervisors change and may not always be available to sign participant timesheets. In this case, in lieu of providing the names and signatures of authorized supervisors, by signing this Host Agency Agreement, the authorized agency representative agrees to ensure that the participant signs his/her timesheet and that a responsible official of the agency certifies that the reported information on the timesheet is correct.
- 16) It is understood that it must not use participants as substitutes for permanent employees in of the host agency. Federal regulations prohibit "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. Maintenance of effort requirements regarding the use of SCSEP funds specify that a community service assignment for a participant under Title V of the Older Americans Act is permissible only when the following specific maintenance of effort requirements are met. Community service assignments:
 - a) Must not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
 - b) Must not displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
 - c) Must not impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
 - d) Must not assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.
- 17) The host agency will be listed on the *Time Attendance Report*. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in the databases.
- 18) It is understood that all participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.
- 19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party. The host agency may reject or request the removal of any participant at any time for any lawful reason upon written notification to AARP Foundation.

21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

Signature: _____

Full Legal Name: _____

Title: _____ Email: _____

Date: _____

SAFETY IS NO ACCIDENT

SECTION THREE: Program Services

AARP Foundation SCSEP offers a number of program services to its participants to provide them with the tools, information and training they need to be successful in getting and keeping a permanent job. Upon enrollment, all participants are provided a formal program orientation with information on policies such as: overtime and compensatory leave, pay periods and paydays, *Time & Attendance Reports*, the role of project office participants, holidays, safety procedures, accident reporting, grievance procedures, participant meetings, limitations on political activities, evaluations and separation for inactivity.

Participant Meetings and Workshops

Periodically, the Project Director may hold meetings or workshops to provide participants training or information on job searches, employment trends and opportunities or information relevant to older workers. Participant attendance at meetings and workshops is mandatory.

- Participants must notify the Project Director in advance if unable to attend the meeting. (Only emergency situations will be a valid reason for not attending.)
- Participants will report to the meeting location instead of to their host agency for that day, but will be paid for their time.
- Host agencies must be fully supportive of the participant's absence to attend such meetings or workshops. The project office will make every effort to inform host agency supervisors of scheduled meetings and related participant absences.



The Trial Employment Program

The project office participants work hard to develop relationships with businesses and organizations in the community and be seen as a staffing resource to employers. In an effort to further our standing in this area, the program is able to offer employers, both private and nonprofit, a short-term opportunity to work with/train a participant to determine if the participant's skills and experience match well with an available position. Further information regarding this trial employment program can be obtained from the Project Director.

Intensive Services

As an added program benefit, a participant may be assigned to participate in the program's Intensive Services assignment. During this time, the participant will be assigned to work directly with the Project Director and project office participants to complete job development activities including, but not limited to, resume preparation, job interviewing, attending job clubs, updating the assessment and IEP. Following the intensive services assignment, the Project Director will make recommendations on the most appropriate next step for the individual, which may be accepting an unsubsidized job, returning to the previous assignment, transferring to a new assignment for additional training, entering a specialized training or trial employment assignment, or separating from SCSEP. Workers' compensation covers participants assigned to intensive services. If the participant will be driving as part of their intensive services, the participant must have a copy of their valid liability insurance policy in their file. AARP Foundation SCSEP does not reimburse participants in intensive services for mileage incurred.

Enrollment Reviews

In the rare instances that a participant remains on the program for one year or longer or if the Project Director believes that a participant's progress toward meeting his or her employment goals has stalled, the program is required to conduct a series of updates to the participant's file to ensure eligibility for continued enrollment. These updates may include:

- A re-certification of the participant's income to determine that he or she is still income eligible to participate in SCSEP.
- An update to the participant's *Individual Employment Plan* (IEP) to determine if previous goals set are still appropriate and to identify additional actions that need to be taken to support current goals.
- Following these updates, the Project Director may formally endorse the participant's continued participation in the program and will identify "next steps" in the individual's progress, which may include:
 1. returning to his or her current assignment
 2. being reassigned to another agency for further training
 3. taking part in the program's Specialized Training, OJE, or Intensive Services assignment.
- If the Project Director determines that the participant is no longer eligible for SCSEP or the participant's behavior or performance warrants termination, alternative services will be discussed and the termination process will begin.

SECTION FOUR: Host Agency Assignments

By assessing a participant's past experience, current interests, training needs and employment goals, the project office participants will determine the participant's most appropriate host agency assignment.

Very Important Information About Assignments and Transfers

1. An assignment must not be confused with a permanent job. A permanent job, or "placement," occurs when participants are paid solely by an employer's own funds and no longer subsidized by AARP Foundation SCSEP.
2. The length of any assignment is determined by many factors. A participant may be assigned to an agency until hired by that agency, hired by another employer, transferred to another host agency assignment, or otherwise separated from the program.
3. Participants may not be assigned to a host agency in which any member of his or her immediate family is employed in an administrative capacity and/or serves as a supervisor to that participant.
4. Generally, participants may not perform their work-training from their home or any other participant's home.
5. AARP Foundation SCSEP does not conduct background checks or drug screenings on participants, but host agencies may conduct background checks and drug screenings for participants assigned to their organization. AARP Foundation SCSEP is not financially responsible for any costs involved in background checks or drug screening.
6. The host agency or participant may request a participant's transfer to a different host agency. In addition, the Project Director reserves the right to transfer participants to another assignment at any time.
7. When the host agency requests a participant transfer, the Project Director will request further documentation to help the participant succeed at their next assignment.
8. When a participant separates from the program, it may not always be possible to give the host agency prior notice and it may not be possible to replace the participant. The project office will make every effort to keep the host agency informed of changes.

Training Assignments

1. Participants must only perform assigned duties. Host agency supervisors and AARP Foundation will develop a training assignment description (TAD) that supports the participant's IEP.
2. A participant may drive a vehicle belonging to the host agency if it has been approved by the Project Director and the vehicle is covered by the host agency's insurance, with a copy of the coverage on file in the AARP Foundation SCSEP office. Participants shall not transport passengers as part of their host agency assignment under any circumstances.
3. Participants may not drive their own vehicles during the course of performing outside host agency assignments

Very Important, Please Note

Continued or deliberate failure to comply with these responsibilities may result in disciplinary procedures, which may include the participant's termination and/or discontinuing AARP Foundation SCSEP's partnership with the host agency.

Training Assignment Evaluations

Periodically, the host agency supervisor will be asked to give a verbal evaluation of the participant's work performance to assess strengths and weaknesses. This feedback is critical to enabling the participant to develop skills necessary to get and keep a permanent job.

SECTION FIVE: Safety & Accident Information

AARP Foundation SCSEP holds the safety, welfare and health of its participants in the highest regard. No task is so urgent that it cannot be done safely. By agreeing to supervise participants, host agencies are also agreeing to provide a safety orientation and to provide the participant with the proper information, tools and working environment to safely perform their assigned tasks. By enrolling in the program, participants are agreeing to exercise maximum care and good judgment to prevent accidents.

Workers' Compensation

Host agencies do not pay workers' compensation costs for participants. All participants are covered by AARP Foundation SCSEP's workers' compensation insurance carrier during their assigned hours and while performing their assigned tasks. To ensure continued coverage, it is very important that participants and supervisors communicate changes to job duties or scheduled hours to the project office participants immediately. Participants who volunteer and work overtime are not covered under workers' compensation during that time. (Note: Participants may not volunteer to do the same work they perform during their normal work hours.)

The AARP Foundation SCSEP Safety Program

Participant Safety Review

- The Host Agency Safety Review is part of the Host Agency Agreement.
- Prior to starting their first assignment, all participants must:
 - view the participant safety video
 - receive and review the Participant Safety Review
- As part of their IEP reviews & updates, all participants must receive and review the Participant Safety Review in the unlikely event that they are at the same assignment for more than one year.
- Participants should report any unsafe conditions, equipment or practices to their host agency supervisor and the Project Director or project office participants.



Initial Host Agency Agreement and Safety Review

- The Host Agency Safety Review is a part of the Host Agency Agreement.
- The Host Agency Agreement and Safety Monitoring must be completed before the first participant may begin his or her assignment.
- When an organization is initially established as a host agency, the initial Host Agency Agreement and Safety Monitoring will take place at the host agency.
- It will involve both the host agency supervisor and the AARP Foundation SCSEP project office participants or designated safety assistant. The AARP Foundation SCSEP project office participants or designated safety assistant will complete with host agency personnel the following:
 - Host Agency Agreement
 - Host Agency Safety Monitoring
 - **Host Agency Safety Video**
- Each host agency supervisor must be informed of work safety issues and accident reporting procedures upon the completion of the Host Agency Safety Review.
- Any work safety issues noted on the initial Host Agency Safety Review must be addressed and resolved by the host agency within 30 days.

Subsequent Host Agency Agreement and Safety Reviews

- Host agency safety reviews will be updated annually in July as part of the annual Host Agency Agreement.
- The annual Host Agency Agreement & Safety Monitoring forms will be faxed or otherwise be made available via the internet to the host agency for completion.
- In addition to the Host Agency Agreement & Host Agency Safety Monitoring, the supervisor or main contact at the host agency may watch the **Host Agency Safety Video**.
- Any work safety issues found during the Host Agency Safety Monitoring must be addressed and resolved by the host agency within 30 days.
- In the event of repeated accidents that are the result of inadequate host agency safety practices and supervision, the project staff will remove all participants from the host agency.
- Host agencies must agree to provide protective equipment for the participant to complete the job description safely.
- AARP Foundation SCSEP encourages its participants to serve on host agency safety committees.

Safety Videos

- All participants must watch a safety video during program orientation and at the annual enrollment safety review.
- The **Host Agency Safety Video** is mandatory viewing for new agencies and optional viewing during subsequent annual safety reviews.

Accident Reporting

If a participant has an accident or suffers an occupational illness during his or her host agency assignment, the project office must be notified immediately.

1. If immediate medical attention is required, the host agency should assist the participant in obtaining emergency medical treatment and notify the project office immediately.
2. If medical attention is not considered an emergency, the project office participants will arrange an appointment with the medical providers used by AARP Foundation SCSEP's workers' compensation insurance carrier.
3. Following the accident or illness, the host agency supervisor will be interviewed by either the Project Director or a designated project office safety assistant regarding the accident. The project office safety assistant or the Project Director will review this report with the host agency supervisor and the participant to make sure there is agreement on corrective actions so the incident will not recur.

Sample Timesheet – California Only:

SCSEP Timesheet														
Participant:		Pay Period: Assignment: Work Sch:		File No: Supervisor: Phone/Fax:		Site No:								
SCSEP Phone: (888)216-1800 OR (866)949-1389		Comments:												
Timesheet Fax:		SCSEP Email:												
SCSEP Location:		SCSEP Location:												
Date:		Date:												
Start:		Start:												
Lunch Break From:		Lunch Break From:												
Lunch Break End:		Lunch Break End:												
End:		End:												
Sample = 4.5 hours		Sample = 4.5 hours												
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Participant Payroll & Timesheet Training Video

Visit the link below to view the Participant Payroll & Timesheet Training Video to ensure that you thoroughly understand the Payroll and Timesheet process:

brainshark.com/aarp/participantpayrollandtimesheet

Who Pays Participants?

A participant's training efforts with the Host Agency are subsidized by Department of Labor grant wages, administered by AARP Foundation every two weeks. Host agency supervisors are responsible for accurately recording the hours a participant works each day at his or her training assignment. AARP Foundation reserves the right to set participant training hours based on the budget available and other program considerations in the county where the participant is assigned.

Following are important payroll procedures all participants and supervisors should follow in documenting hours and transmitting this information to the project office.

Payroll Periods & the Payroll Cycle

- A payroll period covers 14 calendar days beginning on a Sunday and ending the second Saturday.
- Payroll is processed at the project office the week after the end of the payroll period.
- Payment is made via direct deposit from our national headquarters in Washington, D.C., the following week.
- Consult the *First Check, Direct Deposit, Holiday Information Handout*, which should have been given to you during your enrollment process for specific payroll and paycheck schedules.
- *****NOTE:** For new participants, this payroll process could mean a delay of up to one month before they are paid and they should plan accordingly.

Participant Wages and Certification of Time & Attendance Reports

- AARP Foundation SCSEP is a federally funded program and as such is required by federal regulations to maintain documentation (*Time & Attendance Reports*) to substantiate the expenditure of federal funds for wages.
- It is understood and agreed that AARP Foundation SCSEP shall pay the wages of participants assigned to the host agency using SCSEP grant funding.
- The host agency agrees to verify, sign and return completed timesheets to AARP Foundation SCSEP for processing.

- Federal regulations also require that timesheets be signed by the individual participant and by a responsible supervisory official having firsthand knowledge of the hours worked by the participant.
- AARP Foundation recognizes that assigned supervisors change and may not always be available to sign participant timesheets. In this case, in lieu of providing the names and signatures of authorized supervisors, by signing this Host Agency Agreement, the authorized agency representative agrees to ensure that the participant signs his/her timesheet and that a responsible official of the agency will certify the reported information on the timesheet.
- Project sites must have a copy of the current authorized agency representative's signature in the host agency file. This person is also referred to as the main contact on the host agency agreement.
- The host agency supervisor will be listed on Time & Attendance Reports.
- If the main contact at the host agency leaves or is replaced, a new agency representative (main contact) must be identified and sign the Host Agency Agreement when it is renewed.

Receiving & Completing the Time & Attendance Reports

- View the video tutorial at brainshark.com/aarp/participantpayrollandtimesheet
- Host agency supervisors will be faxed a Time & Attendance Report by the project office at the beginning of each pay period for each participant assigned to their agency.
- Host agency supervisors are responsible for maintaining control of and accurately recording the hours a participant works each day.
- *****IMPORTANT:** Participants should not fill in their own hours on the timesheets. That is the supervisor's responsibility. Participants are responsible for verifying the hours and then signing and dating the document on the last day they worked.
- Time & Attendance Reports must be completed in blue or black ink only and never in pencil.
- Host agency supervisors should record the hours a participant worked each day on the Time & Attendance Report by filling in the appropriate ovals, rounded to the nearest half-hour.
- When filling in an oval, ensure the oval is filled in completely to ensure the correct hours are scanned into the payroll system.
- Only the hours a participant was physically present at the host agency, rounded to the nearest half-hour, should be recorded on the Time & Attendance Reports.
- When a participant is absent from their assignment, the zero-hour oval should be filled in and a note should be entered in the section at the bottom of the Time & Attendance Report indicating the reason for the absence.

■ Entering Supervisor Hours into the Timesheet

- AARP Foundation SCSEP is required by the Labor Department to collect and report hours spent by *non-federally* funded individuals supervising SCSEP participants during their assignments.
- It is AARP Foundation SCSEP policy that during the participants' work hours, supervisors will ensure that participants are not unsupervised or left alone. The supervisor should be at least accessible, if not directly supervising in a one-on-one situation.
- A "Supervisor Hours" box is located at the bottom of the timesheet next to the signature lines.

The image shows a portion of a timesheet form. At the top, there is a row of circles for recording hours, with some containing '1/2'. Below this is a line for a signature and the text "I certify that the hours reported on this timesheet are correct." Underneath, there are three rows for signatures: "Supervisor (Printed Name and Signature)", "SCSEP Project Director", and another "Supervisor (Printed Name and Signature)". To the left of these signature lines is a box labeled "Supervisor Hours". A red arrow points to this box.

- Supervisors must record the total hours they feel were spent *directly overseeing or training* each participant, using the following guidelines:
 - AARP Foundation SCSEP understands that agency personnel have their own work to do and will not be providing direct supervision to a participant during their entire work schedule; however, SCSEP participants may often require more supervision and training than host agency employees.
 - It is acceptable to use an estimated percentage of time to generate supervisor hours. For example, if the supervisor estimates he/she supervises a participant for 20 percent of the training time and the participant worked 40 hours, then record 8 hours.

This image shows the same timesheet form as the previous one, but with the "Supervisor Hours" box filled with the number "8". The box is circled in red. The signature lines are now populated with "jane test1" and "Supervisor (Printed Name and Signature)".

□ General Guidelines:

- If the participant worked more than 20 hours within the **pay period**, **a minimum of 3 hours** should be recorded to allow for completing the day-to-day paperwork, timesheets, status updates and reviewing participants' work.
- If the participant worked less than 20 hours within the **pay period**, record the hours you feel are appropriate keeping in mind that **a minimum of 1 hour would be expected**.

□ In many cases, multiple host agency personnel supervise participants, not just the assigned supervisor or person signing the timesheet, so the total time spent supervising should be recorded

- Example:
 - Supervisor #1 supervised for 3 hours
 - Supervisor #2 supervised for 1 hour
 - Then enter 4 hours total:

I certify that the hours reported on this timesheet are correct.	
Supervisor Hours	Date
4	
Supervisor (Printed Name and Signature)	Date
SCSEP Project Director	Date

■ On-the-Job Training & Specialized Training Assignments

□ In some training assignments, such as those involving classroom training, the participant is actually being directly supervised for all hours of the training. In these circumstances, it is appropriate for the supervisor hours on the timesheet to be similar to the number of hours worked by the participant.

■ After all hours have been worked in the pay period and recorded on the Time & Attendance Report, the participant and host agency supervisor will sign and date the report on the last day of the pay period.

■ Signatures indicate accuracy of the Time & Attendance Report, which serves as a legal document.

□ *****IMPORTANT:** Time & Attendance Reports must never be signed and dated prior to the last day worked.

□ *****IMPORTANT:** Time & Attendance Reports are not to be pre-populated with hours prior to the date they were actually worked.

□ In California only:

- Supervisors must also indicate the start and end times of the participants' workday and lunch times.
- If a participant works over five hours they must take a half-hour unpaid break.

- The break start and end times must also be documented on the timesheet.
- Participants are required to initial their report, indicating they have taken their mandated breaks during each workday, as required by California labor laws.

Correcting Errors on the Time & Attendance Reports

- If an error is made on a participant's Time & Attendance Report prior to faxing it to the project site office, corrections should be made by the host agency supervisor by drawing a single line through the error and indicating the correct information.
- The host agency supervisor must also write a brief explanation for the change in the notes section at the bottom of the timesheet.
- Correction fluid ("white-out") should never be used to correct time sheets.

Submitting the Time & Attendance Reports

- The participant should pay close attention to the payroll schedule in order to make sure the Time & Attendance Report is completed, signed and faxed in on time.
- Time & Attendance Reports must be faxed to the project office at **1-866-949-1389** as soon as possible after the last day of the pay period to avoid processing delays.
- In order to become a host agency, the host agency ***must*** have a fax machine in good working order in order to both receive and send participant Time & Attendance Reports from and to the project site office or designated fax number.
- Host agencies must retain the original Time & Attendance Report in their files, per AARP Foundation SCSEP.
- Time & Attendance Reports may not be hand delivered or mailed to the project site office by either the host agency supervisor or the participant.
- The host agency must keep the original for their files for four (4) years.

1-866-949-1389

Fax Completed Timesheets on the last day worked for the pay period
But no earlier than the last day worked

SCSEP Timesheet

Pay Period: 02-12-2012 - 02-25-2012 Site No: 951

Supervisor:

Phone:

Fax:

File No.:

Assignment:

Work Schedule:

Comments:

SCSEP Phone: 212-423-9922

Timesheet Fax: (866)949-1389

SCSFP Email: ldirac@aarp.org

SCSEP Location: 103 East 125th Street, Suite
7E Manhattan, NY 10035

Due to the Holiday on Friday, Please remember to fax in your timesheet on Thursday 

Zero Hours

Zero Hours

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	02-12	02-13	02-14	02-15	02-16	02-17	02-18	02-19	02-20	02-21	02-22	02-23	02-24	02-25
0	0	0	0	●	0	●	0	0	0	0	0	0	●	0
1	0	0	0	0	0	0	0	1	0	0	0	0	0	1
2	0	0	0	0	0	0	0	2	0	0	0	0	0	2
3	0	0	0	0	0	0	0	3	0	0	0	0	0	3
4	0	0	0	0	0	0	0	4	0	●	0	0	0	4
5	0	0	0	0	0	0	0	5	0	0	0	0	0	5
6	0	●	●	0	●	0	0	6	●	0	0	0	0	6
7	0	0	0	0	0	0	0	7	0	0	0	●	0	7
8	0	0	0	0	0	0	0	8	0	0	0	0	0	8
1	0	0	0	0	0	0	1	0	0	●	0	0	0	1
2	0	0	0	0	0	0	2	0	0	0	0	0	0	2

Fill in Circles Completely

Mark Time to Nearest 1/2 hr

I certify that the hours reported on this timesheet are correct.

009510000000000002122012

Notes: Jane was out sick Wednesday and made up her hours the next week.

Supervisor
Hours

G

Mr. Supervisor	Mr. Supervisor	2/23/2012
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Supervisor (Printed Name and Signature)

Date _____

SCSEP Project Director

Date _____

Enter # of Hrs of Direct Supervision

Direct Deposit Paychecks

It is AARP Foundation SCSEP's expectation that participants will have their paychecks direct deposited at the bank of their choosing. This is the most efficient and safest way for individuals' paychecks to reach their bank and it is strongly encouraged that participants sign up for this service. Forms and instructions can be obtained from the project office.

Very Important, Please Note

Participants who do not have an established bank account or do not choose to use direct deposit may be charged \$5 or more to cash their payroll checks at a banking or check cashing institution. This charge is not from AARP Foundation or SCSEP, and it is the participant's sole responsibility.

Work Hours, Overtime and Compensatory Time

In most cases, a participant will be assigned to train at the agency three or four days per week, 4.5 to 5 hours per day. These hours may vary depending on the training assignment, budgetary constraints or other economic conditions. But host agency supervisors should make every effort to limit schedules to three or four days per week to reduce the participant's transportation costs. Contact your local project site office for guidance on the number of hours and days per week that a participant is to work.

1. Participants shall not work more than eight hours in one day or more than 40 hours in one week.
2. The host agency and the participant determine preferred assignment hours. Once determined, the participant's proposed assignment hours must be discussed with the Project Director before being placed on file in the AARP Foundation SCSEP office. AARP Foundation SCSEP provides workers' compensation insurance for participants, and participants' schedules determine coverage issues. Therefore, any changes to participant assignment hours must be reported immediately to the project office.
3. If a participant works eight hours in one day, he or she is entitled to an unpaid meal break. Time spent on breaks and meals is not to be included in the total work hours for the day. Only actual time worked is recorded on the participant's *Time & Attendance Report*. (Note: Individual state laws may vary. The Project Director will inform participants and agencies of a specific state's requirements.)
4. Participants must not be asked to work additional hours or to volunteer their time.
5. SCSEP does not authorize pay for overtime or compensatory time.
6. Prior written authorization from the Project Director is required to work on Saturday, Sunday or outside the hours of 8 a.m. to 4 p.m.
7. Participants who volunteer time performing the same responsibilities as their training assignment are in strict violation of SCSEP policy.
8. If a participant chooses to volunteer his or her time at the host agency, the project site office must be notified immediately and the participant may volunteer only in an area completely separate from the AARP Foundation SCSEP training assignment role.

Absences from Assignments

Participants who require a leave of absence acknowledge that:

- They must notify the Project Director in writing in advance of taking leave.
- Their assignment may not be available upon their return and they may need to wait until sufficient resources are available to reassign them to a host agency.
- Their enrollment may be placed on hold for up to 60 calendar days before being separated from the program.
- Making up time missed is permitted with prior approval from the Project Director, if participant wages are available in the budget.
- Typically, make-ups are permitted when the absence was due to circumstances outside the participant's control, such as inclement weather or host-agency closure.
- When making up hours,
 - the participant should make up the hours within the same or next pay period, and
 - the participant must never exceed eight (8) hours per day or 40 hours per week.

Host Agency Closings

If a host agency is closed on a day other than an AARP Foundation SCSEP paid holiday, participants are allowed to make up their time missed during the same or next pay period. If a host agency is closed due to inclement weather or other emergency, and the participant is unable to work at the assignment, the participant will not be paid for regularly scheduled hours for that day but will have the opportunity to make up the time missed during the same or next pay period.

Meal Breaks

In the states below, participants are **required** to take meal breaks after working a certain number of hours.

State	Meal Break Required	Time Owed
California	Worked over 5 hours	½ hour unpaid break
Colorado	Worked over 5 hours	½ hour unpaid break
Kentucky	Worked over 5 hours	½ hour unpaid break
Washington	Worked over 5 hours	½ hour unpaid break
New York	Worked over 5 hours	½ hour unpaid break
Puerto Rico	Worked over 5 hours	1 hour unpaid break

SECTION SEVEN: Additional Program Information & Policies

Workplace Drug Policy

As a condition of continued SCSEP enrollment, participants may not use, be under the influence of, distribute, dispense, possess or manufacture drugs or alcohol during paid working or meeting hours on AARP Foundation SCSEP or host agency property.

Note: Any violation of this policy may result in disciplinary action, including termination of enrollment.

- Any violation of this policy must be reported to the project site office immediately.
- Legally prescribed medications are permitted as long as use does not adversely affect performance of duties, participant safety or the safety of others.
- Participants who are convicted of – or plead guilty to – federal, state or local drug crimes that occurred during work assignment hours on host agency or SCSEP property must notify the Project Director within five (5) calendar days of the verdict or sentencing, whichever is earlier.
- Convictions must be reported to the federal government.

Workplace Weapons Policy

It is against AARP Foundation SCSEP policy to possess any weapon at any time during work hours, whether at the project site office, meeting location or host agency.

Note: Any violation of this policy can result in disciplinary action, including termination of enrollment.

- “Weapon” includes but is not limited to any firearm of any caliber or size, and any knife with a blade exceeding 2-1/2 inches.
- If any participant is observed carrying a weapon in the workplace, it must be reported immediately to the host agency supervisor, local law enforcement authorities and the Project Director.

Approved Break

To protect the enrollment status of SCSEP participants, participants may temporarily suspend their enrollment by requesting an approved break when they cannot work their SCSEP assignment.

Timing for Approved Breaks

Participants may be put on approved break if they have been unable to work for at least ONE full pay period, or they expect to be unable to work for more than 10 business days.

When Approved Break Is Appropriate

Approved break may only be used in select circumstances to temporarily suspend the 48-month durational limit clock.

Approved break should only be used in the following circumstances:

1. **Health/medical issue**
2. **Family care issue**
3. **Participant receiving disability pay from a workers' compensation policy**
4. **No suitable assignments available**
5. **Legal reasons**

Approved break is not authorized for:

- Routine missed days or taking vacation
- Holding a spot for participants who have disappeared or abandoned their assignment (participants who have disappeared or abandoned their assignment may be subject to involuntary termination for cause)
 - A participant has abandoned his or her assignment if the participant has missed five consecutive work days without notice, as long as attempts have been made to contact the participant

60-Day Time Limit for Most Approved Breaks

Health/Medical or Family Care

- Approved break for health/medical or family care reasons shall not exceed 60 days from the first day missed.
- If the participant has not returned within 60 days, he or she must leave the program to open an opportunity to another applicant.
- If the participant is to be exited for cause, no 30-Day Pending Termination Letter is required; instead, the participant can be terminated immediately because the participant will have received notice of termination from the 60-day letter sent to the participant when he or she was first placed on approved break.
 - The exit date will be the date after the 60 days have expired.

Workers' Compensation, No Suitable Assignment or Legal Reasons

- There is no definitive time limit for approved breaks due to being on workers' compensation, no suitable assignment being available or other legal reasons.
- If a participant is on break for one of these reasons and AARP Foundation SCSEP decides to terminate the participant, he or she must first be placed in "pending termination" status. A 30-Day Pending Termination Letter must be sent to the participant. The participant will be terminated from SCSEP no earlier than 30 days after the date the participant is provided with the 30-Day Notice of Termination Letter.

Durational Limits

Under U.S. Department of Labor regulations, the maximum time limit for SCSEP enrollment is 48 months from the date of the individual's formal enrollment in the program.

No participants can be given an extension beyond the 48-month time limit for SCSEP participation.

In addition, under AARP Foundation SCSEP policy, no participant can spend more than a total of 27 months on assignments without an approved waiver.

It is our goal to transition SCSEP participants into permanent employment in nine months or less.

Involuntary Termination Policy

Participants may be involuntarily terminated for the following reasons:

1. Being determined no longer eligible at recertification
2. Being incorrectly determined eligible at enrollment or the annual recertification
3. Reaching the maximum 48 months enrollment limit (Durational Limits)
4. Becoming employed during enrollment without notifying project site
5. For cause

Any time a participant is involuntarily terminated the following considerations will be applied fairly and equitably:

- Participants will not be terminated based on age (unless under the age of 55, in which case they do not meet the eligibility requirements for SCSEP); AARP Foundation will not establish an upper age limit for participation in the SCSEP.
- In most cases, participants will receive progressive discipline and an opportunity for corrective action before a formal termination notice is issued. However, AARP Foundation reserves the right to terminate a participant from SCSEP without the use of progressive discipline.
- Participants will typically receive a 30-day termination letter (generated from AARP Foundation's Enrollee Tracking System, "ETS") notifying them of the date of exit, the reason for the termination, and the right to appeal under AARP Foundation SCSEP's grievance procedures.
- Any participant provided with a termination notice will be informed about the AARP Foundation SCSEP grievance procedures. Grievance procedures are also provided and discussed during the enrollment process.
- Participants will receive both a copy and a verbal explanation of the Involuntary Termination Policy during orientation. The Involuntary Termination Policy will be located in the Participant and Host Agency Supervisor Handbook.

- When a participant is terminated, except “for-cause” reasons (see below), the participant will be referred to the One-Stop and other local support agencies.
- Documentation should be completed on each issue that relates to involuntary terminations. Documentation can include but is not limited to the following:
 - Letters from Host Agencies or to participants
 - Contact Management notes in ETS

A detailed description of each reason and appropriate actions follow:

1. Termination Due to No Longer Being Eligible

Annually, or more frequently if there is a substantial change in circumstances, each participant is recertified to determine if he or she continues to be eligible for participation. During the recertification, a participant may be determined ineligible due to a change in eligibility criteria such as income, family of one due to a change in disability status, employment status, number of household members, or residency. This option can also be selected if a participant is recently enrolled but fails to bring in the supporting documentation of income within 30 days and consequently must be exited from SCSEP.

- **Action:** If this occurs, the participant will be notified and immediately sent a 30-Day Notification of Termination Letter and placed in Pending Termination “With Pay” (if the participant is receiving pay at the time of notification). The participant will be able to continue participating in the program (participant may return to his or her assignment) until the date of exit as noted in the letter. The participant will be terminated from SCSEP no earlier than 30 days after the date of the 30-day notice of termination letter.

2. Termination Due to Being Incorrectly Determined Eligible

A participant will be terminated if, at any time, the participant is found ineligible for participation in SCSEP because eligibility was incorrectly determined through no fault of the participant (for example, an error was made in recording or calculating includable income when determining eligibility during enrollment or at annual recertification).

- **Action:** If this occurs, the participant will be notified regarding the error and immediately sent a 30-Day Notification of Termination Letter and placed in Pending Termination “With Pay” (if the participant is receiving pay at the time of notification). The participant will be able to continue participating in the program (participant may return to his or her assignment) until the date of exit as noted in the letter. The participant will be terminated from SCSEP no earlier than 30 days after the date the participant is provided with the 30-day notice of termination letter.

3. Termination Due to Reaching the 48-Month Maximum Participation Limitation

A participant will be terminated when he or she meets the 48-month maximum lifetime participation date on SCSEP. A participant's Durational Limit Date or Tenure Date is *the last day a participant can work/be paid on SCSEP*.

- Any participant provided with a termination notice will be informed about the AARP Foundation SCSEP grievance procedures. Grievance procedures are also provided and discussed during the enrollment process.

4. Termination Due to Becoming Employed During Enrollment

To qualify for enrollment in SCSEP, a participant has to be unemployed. All participants are informed that they may not be employed while participating in the program and that they must notify the program representative immediately upon becoming employed. A participant who is discovered to be employed while enrolled without having notified the project site office of the employment will be terminated from the program in one of two ways depending on whether the employment data can be obtained regarding the participant's employment.

5. Termination for Cause

When warranted, a participant may be terminated for certain behaviors and/or conduct. There are two categories of "For Cause" terminations, those that allow for warnings and those that warrant immediate removal from the host agency and/or SCSEP.

Actions That May Lead to Termination for Cause

Multiple documented instances (3) of any combination of the below actions will lead to termination.

1. *Refusing to accept job offers or referrals* to unsubsidized employment or not complying with the Individual Employment Plan (IEP).
 - Example:
 - Participant states: "I am not interested in getting a job. I just want to stay in my host agency."
2. *Failure to cooperate fully with the Project Director or site participants* to accomplish the goals of his or her service strategy. Examples of lack of cooperation with the Project Director or site participants to accomplish IEP service strategies may include but are not limited to the following when in the participant's IEP:
 - Refusing to search for a job
 - Participant states: "I am not interested in getting a job. I just want to stay in my host agency."
 - Sabotaging a job interview: for example, a participant tells the interviewer that he or she is not interested in the job or tells the interviewer that he or she is not qualified.
 - Refusing or not participating fully in training opportunities

- ❑ Refusing to transfer to a new community service training assignment
- ❑ Refusing to register at the One-Stop/Job Service
- ❑ Refusing to take advantage of WIA opportunities
- ❑ Refusing to accept or lack of follow-through in obtaining Supportive Services that will enhance the participant's ability to participate in a community service assignment consistent with the IEP
- ❑ Refusing to cooperate with other IEP-related referrals or action steps
 - IEP states: "By December 31st, Mrs. Smith will have applied to Wal-Mart, Sears, and JC Penney. However, as of December 31st, Mrs. Smith states that she has not applied to them yet because she just has not had the time to get around to it."
- ❑ Refusal to cooperate with the assessment or IEP process, e.g., refusing to participate in completing the assessment and training development plan
- ❑ Failure or refusal to perform assigned duties
- ❑ Removal from assignment at host agency's request for negative behavior or actions by the participant
- ❑ Unauthorized or excessive (5) tardiness or absences

The above list is not all inclusive; other similar reasons that demonstrate willful misconduct or an intentional disregard of program rules may cause involuntary termination. However, any involuntary terminations for reasons other than those listed above must have prior written approval by the Regional Manager.

Participant Corrective Action and Warning

Prior to termination for the above reasons, participants will generally be given two formal warnings and the opportunity to correct their behavior/conduct, or their failure to comply with the IEP requirements. These warnings must be documented either in the participant's file or the ETS Contact Management. Thorough documentation is required.

At any point, if a participant makes positive efforts or the participant's lack of action is justified, corrective action will be discontinued.

■ Step 1: First Warning

- ❑ If a participant displays behavior or conduct outlined in "for-cause" terminations or refuses to comply with IEP requirements, the participant will be given a verbal warning and counseled to correct his or her actions. Documentation of the warning will be maintained either maintaining the First Formal Warning Letter in the participant's file or the ETS Contact Management System.

■ Step 2: Second Warning

- When a participant continues to display behaviors or conduct outlined in the reasons for “for-cause” terminations or refuses to comply with the IEP requirements, the participant will be warned and counseled to correct his or her actions.
- The AARP Foundation SCSEP Project Director will send the participant a written warning that he or she has 30 days from the date of the letter to correct his or her behavior/conduct and/or IEP or program requirements infraction. In the case of an IEP violation, the participant may be directed to complete specific IEP-related tasks.
- The written warning will include a statement that failure to make improvement or complete IEP-related tasks will result in termination.
- Documentation of the warning will be maintained either maintaining the Second Formal Warning letter in the participant’s file or the ETS Contact Management System.

■ Step 3: 30-Day Notice of Termination Letter

- When a participant still does not make improvement in his or her actions or for a third time displays behavior/conduct outlined in the reasons for “for-cause” terminations, a 30-Day Notification of Termination Letter will be sent notifying the participant that he or she will be exited 30 days from the date of the letter. The notification letter will explain the reason(s) for termination.
- If this occurs, the participant will be placed in Pending Termination “Without Pay” immediately (participant may not return to his or her assignment). The participant will be terminated from SCSEP no earlier than 30 days after the date the participant is provided with the 30-day notice of termination letter.
- At this time the participant will also be referred to the written copy of AARP Foundation SCSEP’s Grievance Policy in the Participant & Host Agency Supervisor’s Handbook.

Participant Actions That Will Result in Immediate Removal From Host Agency and Leave Without Pay Pending Termination

When a participant’s violation of AARP Foundation policy is of a serious nature, immediate action to remove the participant from the host agency may be required. In this case, the participant will be placed in Pending Termination “Without Pay” and provided a 30-day notice of termination letter.

Examples of circumstances warranting immediate removal from the host agency and leave without pay include, but are not limited to:

1. *Knowingly providing any false information in the eligibility process*

Example: When an SCSEP applicant was asked to provide the Project Director or site participants with his or her income from the last 12 months, the applicant provided information regarding his/her Social Security income but intentionally did

not provide information about a state pension he/she was also receiving for fear that the pension income would determine the applicant to be ineligible to enroll in SCSEP.

2. *Refusal to cooperate in recertifying eligibility*

Example: Refusing to provide required documents to determine continued eligibility or refusing to attend or be available for the recertification appointment.

3. *Fraud: a participant may be terminated for fraudulent or falsification actions*

Example: Intentionally signing the signature of the host agency supervisor on a time sheet or other official document, or including hours on a time sheet that are not accurate.

4. *Employed while enrolled in SCSEP and unable/unwilling to provide employment data need for placement credit*

Example: A participant who has been determined to be employed while enrolled in SCSEP and is unwilling or unable to provide the employment information necessary (i.e. employer name, supervisor, wage...) in order for the program to receive credit for a placement.

5. *Intentional disclosure of confidential or private information obtained from the host agency, grantee, or local project*

Example: Informing others of information that is supposed to be kept private or confidential.

6. *Insubordination*

Defined as intentionally refusing to carry out the direction or instructions of a host agency supervisor or the Project Director or site participants, provided there were no extenuating circumstances and the directions or instructions were reasonable.

7. *Exceeding approved leave without pay by failing to return from an approved break without due notice or good cause*

- **NOTE:** Participants who are incarcerated should not be exited for cause. Instead, incarceration falls under the definition of “Voluntary Separation – Institutionalization.”

8. *Assignment abandonment*

Assignment abandonment is considered: 5 consecutive workdays, as long as attempts have been made (phone/written) to contact the participant.

- **NOTE:** Participants who are incarcerated should not be exited for cause. Instead, incarceration falls under the definition of “Voluntary Separation – Institutionalization.”

9. *Workplace harassment or discrimination*

On the basis of sex, race, color, religion, national origin, age, marital status, disability, or any other protected characteristic.

10. *Obscene, abusive, harassing, or threatening language or behavior*

11. *Physical violence or intentional destruction of property*

Example: Physical violence, the threat of physical violence, or intentional destruction of property.

12. *Theft*

Defined as illegal taking or withholding the property of another without permission.

13. *Causing an imminent threat to health or safety of self or others*

This includes weapons in the workplace.

14. *Non-compliance with drug and alcohol-free policy*

Defined as prohibiting participants from consuming, selling, purchasing, manufacturing, distributing, possessing or using any illegal or non-prescribed drug or from being under the influence of alcohol and or drugs while performing their host agency assignment or while carrying out objectives required by the IEP. Legally prescribed medications are excluded if they do not affect the participant's ability to perform his or her duties or protect the safety of the participant or others.

At the time of enrollment, participants must sign the Participant Involuntary Termination Policy. See example below:

 AARP Foundation SCSEP Senior Community Service Employment Program	Participant Involuntary Termination Policy	Pg 4 of 4
I, _____, have been given a copy of the revised <u>Participant & Host Agency Handbook</u> that includes the <u>Involuntary Termination Policy</u>. I, _____, have had the Involuntary Termination Policy reviewed with me in detail by the AARP Foundation SCSEP Site Participant or the Project Director. As a result, I understand that I can be involuntarily terminated from the AARP Foundation SCSEP for any of the following reasons: 1. Being determined no longer eligible at recertification 2. Being incorrectly determined eligible at enrollment or the annual recertification 3. Reaching the maximum 48 months enrollment limit (Durational Limits) 4. Becoming employed during enrollment 5. For cause (specific reason will be included in the notice of termination)		
Participant Signature		Date

AARP Foundation Non-Discrimination & Grievance Policy

The following policies and procedures must be applied in a fair and consistent manner to all participants and all grievances must be documented and maintained in secure and protected files.

Non-Discrimination Policy

AARP Foundation is committed to the continuous enhancement of a workplace culture that respects and values individual differences, and enables all qualified individuals to enjoy equal consideration and participation in SCSEP.

AARP Foundation complies with all non-discrimination provisions set forth in the U.S. Department of Labor's regulations governing nondiscrimination that prohibit discrimination and harassment on the basis of race, color, religion, sex, disability, national origin, or any other protected characteristic.

Any participant or applicant who believes that she/he has been the victim of discrimination or harassment should immediately inform his or her Project Director or file a grievance as outlined below so that AARP Foundation SCSEP can investigate and take prompt corrective action as appropriate.

Grievance Policy

Every participant will be provided with a copy of the AARP Foundation SCSEP grievance policy in the Participant Handbook at the time of enrollment. Participants, including site participants, or applicants who have questions relating to this policy or wish to make a complaint or grievance, should contact the Project Director at the local Project Office as the first step. If the participant is not comfortable contacting the Project Director, he or she may contact the AARP Foundation Compliance Manager's Office in Washington, D.C. at:

AARP Foundation Compliance Manager Office
601 E Street, N.W.
Office B4-322
Washington, D.C. 20049
Tel: 202-434-6231

A grievance is defined as a violation of AARP Foundation SCSEP policy, any violation of federal laws to include any form of discrimination or harassment, or DOL SCSEP Regulations. Upon receiving report of any issue or concern from a participant, or from a Project Director who has received an expression of concern, AARP Foundation's Compliance Manager will classify the report as a grievance if its allegations fit the definition above. An expression of concern will be defined as a complaint if significant concerns are expressed about the program or the participant's experience that do not involve alleged policy violations, discrimination or harassment.

The Compliance Manager shall remain independent of case resolution, but all grievances and complaints received by Project Directors or Regional Managers must be forwarded to the Compliance Manager for record keeping purposes within 2 business days of receipt. The Compliance Manager shall remain independent of case resolution, but shall be responsible for defining the case as either a complaint or grievance and may engage with the reporter for purposes of investigation. Cases classified as complaints may be referred to the Regional Manager immediately for resolution.

Any participant who believes he/she has a grievance should follow the grievance policy as outlined below. In the event that a participant has reported an issue by any means that the Compliance Manager defines as an alleged grievance, the issue may enter into investigation immediately.

■ **Step 1:**

File a written grievance, using the AARP Foundation SCSEP Grievance Form, with the Project Director within 20 business days from the date the issue(s) occurred that caused the grievance. The Project Director or Compliance Manager will respond to the grievance within 5 business days of receipt; however resolution time will depend on the nature of the case and any investigation required. The SCSEP grievance form can be obtained from the local office or from AARP Foundation Compliance Manager's office (see below contact information).

■ **Step 2:**

If a participant or applicant is unwilling to submit a written grievance to the Project Director, or is dissatisfied with the Project Director's decision, the grievance should be submitted to AARP Foundation Compliance Manager's Office within 5 business days. The AARP Foundation Compliance Manager's Office will respond to the grievance within 5 business days of receipt however resolution time will depend on the nature of the case and any investigation required.

All grievances will be investigated by the Project Director and/or Regional Manager and a report will be sent to the Compliance Manager. After review and the completion of any further necessary investigation by the Compliance Manager, the Compliance Manager will classify grievances as substantiated or unsubstantiated and, if substantiated, a corrective action plan shall be prepared and referred to the Regional Manager for resolution and participant response.

■ **Step 3:**

If the participant or applicant is not satisfied with the resolution offered by the Compliance Manager and the Regional Manager, he/she may submit the grievance to the SCSEP National Director within 5 business days from the date of the response received from AARP FDN Compliance Manager Office. The contact information for the SCSEP National Director can be obtained from the AARP FDN Compliance Manager Office.

The SCSEP National Director will respond to the participant or applicant within 10 business days from receipt of the grievance however resolution time depends on the nature of the case and any investigation required. The response from the AARP Foundation SCSEP National Director is final and may not be appealed any further

within AARP Foundation. The participant or applicant may, however, file an appeal with the Department of Labor Chief, Division of National Programs at the following address. Department of Labor's only authority – after a final determination has been issued in writing responding to the formal grievance from AARP National Office – is to determine whether the grantee's grievance procedures were followed, or if there was any violation of Federal law, other than civil rights laws, that are substantial and credible.

Chief, Division of National Programs, Tools and Technical Assistance
Employment and Training Administration
U.S. Department of Labor
200 Constitution Avenue, N.W., Room C-4510
Washington, D.C. 20210

Discrimination is illegal and a violation of civil rights laws. If you believe that you have been discriminated against in violation of civil rights laws, you must file a complaint with supporting documentation directly to the:

Civil Rights Center, U.S. Department of Labor
200 Constitution Avenue, NW
Room N- 4123
Washington, D.C. 20210

Non-Retaliation

Participants or applicants who file a grievance or suspected misconduct (see below) are protected from retaliation of any kind. Participants or applicants who believe they are being retaliated against for filing a grievance or participating in an investigation of a grievance, should immediately contact AARP Foundation – SCSEP National Director and the Director, Civil Rights Center.

Reporting and Investigating Concerns of Suspected Misconduct

Concerns of suspected misconduct such as theft, misuse, or abuse of SCSEP program resources, may be reported by following the grievance procedure outlined above or by following the procedures outlined in the Ethics and Compliance office. The policy can be obtained from AARP's Ethics and Compliance Office. Please send requests to obtain a copy of the policy to the following:

ethics@aarp.org or
AARP
601 E Street, N.W., room A10-120
Washington, DC 20049
Attention: Ethics & Compliance Office

AARP Foundation supports all laws that protect covered individuals from retaliation for reporting unlawful conduct related to financial management. Participants and host agency personnel are encouraged to promptly disclose concerns of suspected misconduct so they can be addressed appropriately.

Other Participant Policies and Benefits

Paid Holidays

As permitted under DOL regulations, AARP Foundation SCSEP has elected to pay participant wages on all federal holidays. AARP Foundation SCSEP sites will be closed on federal holidays. Participants scheduled to train on a federal holiday may receive holiday pay if the host agency is closed. If the agency is open, participants must work in order to receive pay. (See CFR Part 641.565). When AARP Foundation receives a SCSEP subgrant from a state agency, the state agency's holiday policy will apply.

Jury Duty

If a participant is called for jury duty, he or she must notify the project office and must provide the office with the jury duty letter from the court. Participants will be paid their regularly scheduled hours for the day(s) they are required to serve. Participants should inform the court that they will be receiving regular pay, but may be entitled to and may accept reimbursement from the court for expenses.

Physical Examination

Upon enrollment, all participants are offered a physical exam paid for by AARP Foundation SCSEP. The exam is voluntary, and the results of the exam are the property of the participant and will not be reviewed by or retained in the project office. In the unlikely event that a participant is still on the program after one year, he or she will be offered an annual physical. Further details can be obtained from the project office.

AARP Membership

Participants receive a complimentary one-year AARP membership upon enrollment. If already a member, the current membership period will be extended by one year. With this membership, participants will receive all member benefits, including the AARP Bulletin and AARP the Magazine.

Political Activity

Participants may not participate in partisan or nonpartisan political activities during hours for which they receive wages AARP Foundation SCSEP pays them. This includes periods of jury duty and paid holidays. Participants may act in an administrative capacity at polling places.

Federal Regulations

Regulations governing the AARP Foundation Senior Community Service Employment Program are contained in the Code of Federal Regulations, at 20 C.F.R. Part 641 (April 9, 2004). It is the responsibility of the Project Directors, regional manager and the project office participants to ensure compliance with these regulations.

Very Important, Please Note

All information contained in this handbook is subject to change, without notice, as a result of changes to legislation, Department of Labor regulations or AARP Foundation SCSEP policies. The Project Director and project office participants will make every attempt to keep program host agencies and participants informed of such changes. For questions regarding areas not covered in this handbook, please contact the Project Director.

AARP Foundation

AARP Foundation works to ensure that low-income older adults have nutritious food, safe and affordable housing, a steady income, and strong and sustaining social bonds. We collaborate with individuals and organizations who share our commitment to innovation and our passion for problem-solving. Supported by vigorous legal advocacy, we create and advance effective solutions that help struggling older adults transform their lives. AARP Foundation is the charitable affiliate of AARP. Learn more at aarpfoundation.org.

AARP Foundation
601 E Street. NW
Washington, D.C. 20049
aarpfoundation.org



@AARPCares



facebook.com/AARPFoundation

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

My Community Dental Centers Services Agreement Amendment #3

November 26, 2024

CONTACT:

Chad Shaw, Health Officer

Aimee Feehan, Personal Health Director

DESCRIPTION:

With this agreement amendment #3 My Community Dental Centers (MCDC) will provide Oral Health Services to ICHD clients to support the Oral Health Kindergarten Assessment Program. The Agreement runs from 10/1/24 - 9/30/25.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

ICHHD to pay MCDC \$68,602.99 for the one year period of the Agreement broken into 4 payments

LEGAL REVIEW:

N/A

DEADLINE:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request Board approval of Amendment #3 to the Services Agreement between My Community Dental Centers and Ionia County Health Department for Oral Health Services and authorize the signature of Chad Shaw, Health Officer.

Dated:

Attachment A - Scope of Work for Oral Health Kindergarten Assessment Program

L. Background

In December of 2020, PA 261 was enacted to ensure that kindergarten or first grade children entering into school have a dental oral health assessment prior to enrollment. The dental oral health assessment is based on a model that oral health screening aligns with the IO Essential Public Health Services. The County has received grant funding from the State of Michigan Department of Health and Human Services (MDHHS) to support these screening efforts with a focus on children who do not have access to these services through other means and the County wishes to do so through a contracted service provider.

b Scope of Services

Contractor shall:

- Within thirty days of receiving notice from the Ionia County Health Department (ICHHD) that funds are available to provide dental screening services, provide an outreach and marketing plan to inform schools, day care facilities, and families of the dental oral assessment program and sharing said plan to the ICHHD so ICHHD can also assist in promoting Contractor's planned activities through ICHHD's communication venues.
- Inform schools of the screening program and provide them with information that can be disseminated to parents about scheduled dates available for screening and how appointments can be scheduled.
- Contractor to provide ICHHD with the appointment availability link to share to the community. Contractor shall provide the relevant marketing content for ICHHD to disseminate in the School and Daycare Newsletter as well as Provider newsletter, no less than twice annually.
- Work collaboratively with school partners to host events and/or publicize events with families when opportunities present themselves.
- Ensure that all dental oral health assessments are performed by a dental hygienist, dental therapist, and/or dentist in adherence to all applicable safety and infection control standards.
- Provide all Personal Protective Equipment (PPE) (i.e., gloves, masks, face shield etc.) and all clinical supplies/equipment (i.e., mouth mirrors, explorers, tongue depressors, flashlight, cotton swabs etc.) as needed to perform the screenings.
- Provide information concerning the availability and sources of treatment required to eliminate or mitigate any dental problems identified through a screening. Maintain a list of dental providers accepting referrals. List to be updated no less than annually.
- Record assessment results on standard MDHHS Health Appraisal Forms.
- Input dental data into MDHHS database and comply with all other MDHHS and ICHHD program requirements as they are developed.
- For quality assurance purposes, submit a quarterly report to the ICHHD documenting:
 - o Marketing material created
 - o Marketing material posted
 - o Number and duration of screening events scheduled at Contractor's office or other location

- o Number of children screened during each event
- o Number of children referred for care
- o Other pertinent data as mutually agreed upon by both parties

Quarterly report shall be sent to ICHD for review no less than 5 business days prior to the due date for MDHHS submission. ICHD will provide requests for edits or clarifications via email to Contractor prior to submission deadline. Contractor will submit the required quarterly report to MDHHS by deadline, ccing ICHD Health Officer.

3. Costs and Reimbursements

- Contractor shall cover all costs of administering, managing and providing the dental oral health assessment services described herein including, but not limited to, salaries, wages, benefits, travel, equipment and supplies.
- Contingent upon satisfactory performance as evaluated by quarterly reports made to the ICHD, and the continued availability of grant funds to support the program through State Fiscal Year 2025 starting 4/1/2024, Contractor shall be reimbursed the amounts stated below following the conclusion of each performance period:

Performance Period	Lump Sum Reimbursement Amount
10/1/2024 through 12/31/2024	\$13,870.75
1/1/2025 through 3/31/2025	\$18,244.08
4/1/2025 through 6/30/2025	\$18,244.08
7/1/2025 through 9/30/2025	\$18,244.08

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

3rd Quarter of 2024 - Budget Amendments
10/26/2024

CONTACT:

Bernadette Blonde, Finance Director

DESCRIPTION:

3rd quarter budget amendments are detailed in the attached document. These amendments result from revenue and expenditures that were unknown during the original budget process.

FINANCIAL ANALYSIS:

The proposed amendments to the 2024 General Fund include an increase in property tax revenue, additional Local Community Stabilization Share, and higher than anticipated revenues across several departments. These adjustments bring the total increase in revenue to \$371,909.49. On the expenditure side, we are recognizing the vacation payouts that was not originally budgeted, as well as increased costs for gasoline and medical supplies for the Jail. These adjustments result in a total increase in expenditures of \$370,957.19.

Overall, this brings an increase in our fund balance of \$952.30.

The projected Fund Balance for the General Fund

Fund Balance at December 31,2023	\$4,065,203
Original budgeted use of Fund Balance 2024	(\$152,548)
1 st & 2 nd Quarter budget amendments	(\$663,398)
3rd Quarter budget amendments	<u>\$ 952.30</u>
Projected use of Fund Balance	<u>(\$814,993.70)</u>
Projected Fund Balance on December 31, 2024,	\$3,250,209.30

Amendments to the General Fund Designated include increased interest revenue and the recognition of reimbursement due to totaled vehicles. On the expenditure side, we are reallocating some budgeted line items and including the replacement costs for the freezer in the Jail. As a result, these amendments will increase of projected fund balance by \$12,000.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Move to approve the 3rd quarter budget amendment with a increase in projected fund balance for the general fund in the amount of \$952.30, which projects a use of fund balance of \$814,993.70. Based on the 2023 results, the projected fund balance at December 31,2024 will be \$3,250,209.30.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request.

3rd Quarter Budget Amendment
2024 Budget

GL Number	Description	Budget Amendment Amount	Explanation
101-000.000-401.001	PROPERTY TAX - ALLOCATED	225,000.00	Higher than expected
101-000.000-401.200	TRAILER TAX	2,000.00	Higher than expected
101-000.000-539.002	SPIRIT TAX DISTRIBUTION	1,000.00	Higher than expected
101-000.000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	73,000.00	Higher than expected
101-000.000-655.501	BOND FORFEITURE	1,500.00	Higher than expected
101-000.000-664.500	RENT	18,500.00	Higher than expected
101-136.000-600.201	BOND FEE	200.00	Higher than expected
101-136.000-600.203	ALCOHOL ASSESSMENT	1,600.00	Higher than expected
101-137.000-600.105	COURT FEES - DOMESTIC RELATIONS	150.00	Higher than expected
101-148.000-600.001	COURT COSTS & RELATED CHARGES	200.00	Higher than expected
101-148.001-671.402	ATTORNEY FEE REIMBURSEMENT	25.00	Higher than expected
101-149.000-600.200	FEES	500.00	Higher than expected
101-215.000-671.400	REIMBURSEMENTS	1,250.00	Higher than expected
101-268.000-600.215	COUNTY TRANSFER TAX	23,804.95	Higher than expected
101-278.000-539.004	REMONUMENTATION	3,873.60	Reimbursed amount spent for redocumentation in 2023
101-301.000-439.001	MARIJUANA TAX	100.00	Higher than Expected
101-301.001-539.305	LIQUOR INSPECTION	505.00	Higher than expected
101-301.011-539.306	ACT 302 CRIMINAL JUSTICE TRAINING	4,392.94	Higher than expected
101-311.000-671.400	REIMBURSEMENTS	1,000.00	Township contribution to Silent Observer
101-351.000-600.200	FEES	600.00	Higher than expected
101-351.000-671.000	OTHER REVENUE	350.00	Higher than expected
101-430.001-539.000	STATE GRANTS	5,000.00	2024 Animal Welfare Fund Grant
101-751.000-600.600	SALES	160.00	Higher than expected
101-751.000-600.701	CAMPING FEES	5,250.00	More activity in the park
101-751.000-600.702	PARK GATE FEE	360.00	More activity in the park
101-751.000-664.500	RENT	55.00	More activity in the park
101-751.000-664.541	RENT, PALMER LODGE	1,450.00	More activity in the park
101-751.000-671.000	OTHER REVENUE	73.00	Higher than expected
101-751.000-671.300	CONTRIBUTIONS & DONATIONS	10.00	Higher than expected

Total Revenue 371,909.49

101-101.000-701.070	WAGES - ELECTED OFFICIALS	8,400.00	Higher than expected
101-101.000-701.200	WAGES - PER DIEM	7,150.00	Higher than expected
101-101.000-850.910	OPERATING - TRAVEL	500.00	More opportunity for training/conferences
101-131.000-701.097	WAGES - PAID TIME OUT	7,712.16	Paid time out was not budgeted
101-131.000-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	2,800.00	Higher than expected
101-131.000-726.001	SUPPLIES - OFFICE	1,151.85	More items needed than expected
101-131.000-801.050	SERVICES - CONSULTANTS	240.28	more services requested than expected
101-131.000-850.910	OPERATING - TRAVEL	3,856.35	More mileage reimbursement request than expected
101-131.001-801.502	SERVICES - APPOINTED ATTORNEY	12,850.00	Higher need for services
101-131.003-701.097	WAGES - PAID TIME OUT	1,578.38	Paid time out
101-131.003-715.500	BENEFITS - WORKERS COMP	50.00	higher than expected
101-136.000-701.010	WAGES - CLASSIFIED, MANAGEMENT	(62,000.00)	Employee moved from Management GL to Support

101-136.000-701.020	WAGES - CLASSIFIED, SUPPORT	68,100.00	Included on call pay
101-136.000-701.097	WAGES - PAID TIME OUT	7,950.39	Vacation Payout
101-136.000-715.270	BENEFITS - HSA EMPLOYER	500.00	Correcting employees HSA Contribution
101-136.000-715.275	BENEFITS - LIFE INSURANCE	3,000.00	Higher than expected
101-136.000-715.500	BENEFITS - WORKERS COMP	1,800.00	Higher than expected
101-137.001-801.510	SERVICES - WITNESS FEES	450.00	
101-148.000-850.001	OPERATING - POSTAGE	1,000.00	To cover postage costs
101-148.000-850.910	OPERATING - TRAVEL	600.00	
101-149.000-701.097	WAGES - PAID TIME OUT	7,097.85	Paid Time out
101-149.000-715.270	BENEFITS - HSA EMPLOYER	570.00	Employee moved from single to double
101-149.002-715.270	BENEFITS - HSA EMPLOYER	30.01	Employee moved from single to double
101-172.000-701.080	WAGES - OVERTIME	0.07	Higher than expected costs
101-172.000-701.097	WAGES - PAID TIME OUT	5,019.20	Paid Time Out
101-172.000-801.156	ROAD DEPARTMENT LAWYER SERVICES	6,400.00	Reallocate budget
101-172.000-801.158	HEALTH DEPARTMENT LAWYER SERVICES	(5,000.00)	Reallocate budget
101-172.000-801.159	CENTRAL DISPATCH LAWYER SERVICES	(2,000.00)	Reallocate budget
101-172.000-801.161	PROSECUTING ATTORNEY LAWYER SERVICES	500.00	Reallocate budget
101-172.000-801.164	CLERK LAWYER SERVICES	100.00	Reallocate budget
101-172.000-850.199	OPERATING - MEMBERSHIPS	200.00	membership increase
101-191.000-701.097	WAGES - PAID TIME OUT	4,725.18	Paid Time Out not budgeted for
101-191.000-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	1,750.00	Higher than expected
101-215.000-701.097	WAGES - PAID TIME OUT	697.80	Paid time out
101-215.000-715.100	BENEFITS - HEALTH INSURANCE	3,600.00	employee joined insurance
101-215.000-715.270	BENEFITS - HSA EMPLOYER	1,200.00	employee joined insurance
101-215.000-715.500	BENEFITS - WORKERS COMP	175.00	higher than expected
101-215.000-850.001	OPERATING - POSTAGE	1,000.00	increased postage need for election
101-215.000-850.301	OPERATING - TELEPHONE	400.00	Provided an employee with phone for work
101-253.000-715.500	BENEFITS - WORKERS COMP	150.00	higher than expected
101-253.000-850.001	OPERATING - POSTAGE	1,000.00	higher than expected postage costs
101-257.000-850.199	OPERATING - MEMBERSHIPS	180.00	increase in membership fees
101-257.000-850.910	OPERATING - TRAVEL	900.00	More training available
101-261.000-850.800	OPERATING - UTILITIES	500.00	higher than expected
101-265.000-701.080	WAGES - OVERTIME	1,000.00	More overtime than expected
101-265.000-701.097	WAGES - PAID TIME OUT	9,827.44	Paid time out
101-265.000-715.270	BENEFITS - HSA EMPLOYER	600.00	Employee joined insurance
101-265.000-726.800	SUPPLIES - BUILDING MAINTENANCE	(34,600.00)	Reallocate Budgeted Amounts
101-265.000-726.804	SUPPLIES - JAIL MAINTENANCE	11,000.00	Reallocate Budgeted Amounts
101-265.000-726.805	SUPPLIES-BM ADMIN BUILDING	400.00	Reallocate Budgeted Amounts
101-265.000-726.806	SUPPLIES-BM AIRPORT	1,100.00	Reallocate Budgeted Amounts
101-265.000-726.807	SUPPLIES-BM ANIMAL SHELTER	1,200.00	Reallocate Budgeted Amounts
101-265.000-726.808	SUPPLIES-BM BUILDINGS AND GROUNDS	50.00	Reallocate Budgeted Amounts
101-265.000-726.809	SUPPLIES-BM BERTHA BROCK PARK	1,000.00	Reallocate Budgeted Amounts
101-265.000-726.810	SUPPLIES-BM CENTRAL DISPATCH	1,500.00	Reallocate Budgeted Amounts
101-265.000-726.812	SUPPLIES-BM COA	1,200.00	Reallocate Budgeted Amounts
101-265.000-726.814	SUPPLIES-BM HEALTH DEPARTMENT	2,000.00	Reallocate Budgeted Amounts
101-265.000-726.817	SUPPLIES-BM MSU BUILDING	150.00	Reallocate Budgeted Amounts
101-265.000-726.910	SUPPLIES - GASOLINE	3,000.00	Higher than expected costs
101-265.000-801.100	SERVICES - CONTRACTUAL	15,000.00	Higher than expected costs
101-265.000-801.801	SERVICES - JANITORIAL	400.00	Higher than expected costs
101-265.000-850.001	OPERATING - POSTAGE	1,500.00	Higher than expected costs
101-265.000-850.810	OPERATING - UTILITIES, WATER & SEWER	20,000.00	Increase in rates for water/sewer

101-267.000-701.097	WAGES - PAID TIME OUT	7,328.69	Paid Time out
101-267.000-715.100	BENEFITS - HEALTH INSURANCE	(15,000.00)	Health insurance over budgeted
101-267.000-801.050	SERVICES - CONSULTANTS	1,750.00	Higher than expected
101-267.000-850.001	OPERATING - POSTAGE	300.00	Higher than expected
101-267.001-701.097	WAGES - PAID TIME OUT	1,114.00	Paid time out
101-267.002-701.097	WAGES - PAID TIME OUT	2,175.23	Paid time out
101-267.002-726.001	SUPPLIES - OFFICE	6,731.75	Reimbursed by grant
101-268.000-701.020	WAGES - CLASSIFIED, SUPPORT	21,000.00	Higher than expected
101-268.000-715.001	BENEFITS - FICA	1,800.00	Higher than expected
101-268.000-850.910	OPERATING - TRAVEL	2,000.00	More training available
101-275.000-701.097	WAGES - PAID TIME OUT	4,785.16	Paid time out
101-275.000-726.910	SUPPLIES - GASOLINE	1,000.00	Paying for County Vehicle Gas
101-275.000-850.910	OPERATING - TRAVEL	(1,000.00)	Provided Employee with County Vehicle
101-292.000-701.060	WAGES - NON-CLASSIFIED	(3,277.11)	Reallocated of Budget
101-292.000-701.080	WAGES - OVERTIME	3,277.11	Reallocated of Budget
101-292.000-801.900	SERVICES - VEHICLE MAINTENANCE	5,000.00	Higher than expected
101-301.000-701.097	WAGES - PAID TIME OUT	3,129.55	Paid time out
101-301.000-715.270	BENEFITS - HSA EMPLOYER	0.32	Higher than expected costs
101-301.000-726.001	SUPPLIES - OFFICE	1,000.00	need 2 dictators
101-301.000-850.910	OPERATING - TRAVEL	400.00	reallocation of budget
101-301.000-955.990	OTHER - MISCELLANEOUS	(1,000.00)	reallocation of budget
101-301.001-701.097	WAGES - PAID TIME OUT	3,000.00	Higher than expected
101-301.001-726.005	SUPPLIES - EQUIPMENT	608.00	Higher than expected
101-301.001-726.150	SUPPLIES - UNIFORMS	3,000.00	New uniforms needed
101-301.001-726.910	SUPPLIES - GASOLINE	26,000.00	costs are higher than expected
101-301.001-850.153	OPERATING - TRAINING	500.00	More training was available
101-301.011-850.153	OPERATING - TRAINING	660.00	All costs are covered by grant
101-311.000-701.080	WAGES - OVERTIME	150.00	Higher than expected
101-311.000-715.275	BENEFITS - LIFE INSURANCE	200.00	Higher than expected
101-311.000-801.000	PROFESSIONAL & CONTRACTUAL SERVICES	2,500.00	Silent Observer Contribution - Townships reimburses a portion of the costs
101-331.000-701.051	WAGES - UNION, DEPUTIES	650.00	All cost reimbursed in grant
101-331.000-715.001	BENEFITS - FICA	52.00	All cost reimbursed in grant
101-333.000-701.080	WAGES - OVERTIME	4,000.00	Higher than expected
101-333.000-715.275	BENEFITS - LIFE INSURANCE	200.00	Higher than expected
101-351.000-701.099	WAGES - OTHER	3,000.00	Bonus - new employees
101-351.000-715.270	BENEFITS - HSA EMPLOYER	2,600.00	New employees
101-351.000-726.600	SUPPLIES - MEDICAL	75,000.00	Higher than expected costs
101-351.000-801.150	SERVICES - DRY CLEANING	1,000.00	Higher than expected costs
101-426.000-701.080	WAGES - OVERTIME	500.00	Reallocate Budget
101-426.000-726.350	SUPPLIES - RADIO	(500.00)	Reallocate Budget
101-426.000-955.100	OTHER - REIMBURSEABLE	21,000.00	Will be reimbursed by Grant for Command Trailer Upfitting
101-426.001-726.001	SUPPLIES - OFFICE	50.00	Increase in membership
101-430.000-701.020	WAGES - CLASSIFIED, SUPPORT	23,000.00	More hours needed at Shelter
101-430.000-701.097	WAGES - PAID TIME OUT	1,707.21	Paid time out
101-430.000-726.610	SUPPLIES - ANIMAL DISPOSAL	1,000.00	Higher than expected
101-430.000-801.900	SERVICES - VEHICLE MAINTENANCE	50.00	Higher than expected
101-430.001-726.702	SUPPLIES - FOOD	2,000.00	Higher than expected
101-430.001-726.801	SUPPLIES - JANITORIAL	(1,000.52)	Reallocated budget
101-430.001-801.100	SERVICES - CONTRACTUAL	12,451.31	Reallocated budget
101-430.001-850.001	OPERATING - POSTAGE	1,000.00	Allocate dog licenses to correct department

101-430.001-850.800	OPERATING - UTILITIES	2,500.00	Higher than expected
101-430.003-801.609	SERVICES - VETERINARIAN	(12,451.31)	Reallocated budget
101-631.000-955.999	OTHER - APPROPRIATION	13,213.62	We received higher than expected revenue from Convention Facility Development Fund (40% goes to MSHN)
101-751.000-701.020	WAGES - CLASSIFIED, SUPPORT	1,805.00	Increased wage for seasonal employee
101-751.000-701.097	WAGES - PAID TIME OUT	4,733.22	Paid time out
101-751.000-726.001	SUPPLIES - OFFICE	50.00	Higher than expected - collected more revenue to cover expense
101-751.000-726.802	SUPPLIES - GENERAL MAINTENANCE	1,000.00	Higher than expected - collected more revenue to cover expense
101-901.002-850.200	OPERATING - COPYING	(29,000.00)	Reallocate Budget
101-901.002-850.203	OPERATING - COPYING (ANIMAL CO & SH)	1,000.00	Reallocate Budget
101-901.002-850.205	OPERATING - COPYING (ADMIN)	2,000.00	Reallocate Budget
101-901.002-850.206	OPERATING - COPYING (BUILDING CODES)	1,000.00	Reallocate Budget
101-901.002-850.207	OPERATING - COPYING (CENTRAL DISPATCH)	1,000.00	Reallocate Budget
101-901.002-850.208	OPERATING - COPYING (CIRCUIT COURT)	1,000.00	Reallocate Budget
101-901.002-850.209	OPERATING - COPYING (CLERK)	2,000.00	Reallocate Budget
101-901.002-850.210	OPERATING - COPYING (COA)	2,000.00	Reallocate Budget
101-901.002-850.211	OPERATING - COPYING (DISTRICT COURT)	2,000.00	Reallocate Budget
101-901.002-850.212	OPERATING - COPYING (EMERGENCY MGMT)	1,000.00	Reallocate Budget
101-901.002-850.213	OPERATING - COPYING (EQUALIZATION)	1,000.00	Reallocate Budget
101-901.002-850.214	OPERATING - COPYING (FRIEND OF COURT)	1,000.00	Reallocate Budget
101-901.002-850.215	OPERATING - COPYING (HEALTH DEPARTMENT)	3,000.00	Reallocate Budget
101-901.002-850.216	OPERATING - COPYING (JUVENILE COURT)	1,000.00	Reallocate Budget
101-901.002-850.218	OPERATING - COPYING (MSU EXTENSION)	1,000.00	Reallocate Budget
101-901.002-850.219	OPERATING - COPYING (PROBATE COURT)	1,000.00	Reallocate Budget
101-901.002-850.220	OPERATING - COPYING (PROSECUTING ATT)	1,000.00	Reallocate Budget
101-901.002-850.221	OPERATING - COPYING (PUBLIC DEFENDER)	1,000.00	Reallocate Budget
101-901.002-850.222	OPERATING - COPYING (REGISTER OF DEEDS)	1,000.00	Reallocate Budget
101-901.002-850.223	OPERATING - COPYING (ROADS DEPARTMENT)	2,000.00	Reallocate Budget
101-901.002-850.224	OPERATING - COPYING (SHERIFF'S DEPT)	2,000.00	Reallocate Budget
101-901.002-850.225	OPERATING - COPYING (TREASURER)	1,000.00	Reallocate Budget

Total Expenditures 370,955.19

102-000.000-664.001	INVESTMENT INTEREST	8,000.00	
102-301.001-671.400	REIMBURSEMENTS	22,000.00	Reimbursement for Totaled Vehicle

Total Revenue 30,000.00

102-228.000-970.470	CAPITAL - IT HARDWARE	(67,000.00)	Reallocate Budgeted Items
102-301.001-970.000	CAPITAL OUTLAY	67,000.00	Budget for replacements of totaled vehicles, and replace In Car Cameras that need replacement
102-351.000-970.000	CAPITAL OUTLAY	18,000.00	Replacement of Jail Freezer

Total Expenditures 18,000.00

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Request to accept proposal to extend auditing service contract
10/26/2024

CONTACT:

Bernadette Blonde, Finance Director

DESCRIPTION:

Over the past 3 years, Rehmann has served as our auditors, providing professional and through auditing services. They have presented us with a proposal to extend their engagement for an additional three years.

As outlined in the proposal for the three-year extension, the Government Finance Officers Association (GFOA) recommends that governmental entities establish multiyear agreements of at least five years when engaging independent auditors. Such agreements enable the auditing firm to develop a deeper understanding of the entity's operations, systems, and processes, leading to more efficient and effective audits over time. Additionally, these arrangements allow the finance team to build a collaborative working relationship with the auditors, fostering improved communication and enhancing the overall quality of the audit.

FINANCIAL ANALYSIS:

The proposed fees for a 3-year extension are

Year Ended	
December 31,	
2024	61,300
2025	63,100
2026	65,000

The proposed rates for Rehmann's services reflect a 15% increase from the rate paid for the 2023 audit to the 2024 audit. This adjustment aligns with Rehmann's policy of implementing a minimum 15% price increase across the board, citing rising costs associated with technology and personnel. For the subsequent two years of the proposed engagement, the rate increase is limited to 3% annually.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

A monition authorizing the County Administrator or Finance Director to sign a 3-year extension with Rehmann Robson for auditing services.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request.

November 20, 2024

Bernadette Blonde
Finance Director
Ionia County
101 West Main Street
Ionia, MI 48846

Re: Proposal to Extend Auditing Services Contract

Dear Ms. Blonde:

We are writing to extend our sincere thanks to Ionia County (the “County”) for the opportunity we have had to be of service as the County’s auditors for the past several years. We have thoroughly enjoyed working with you and your staff. We trust that you feel that the County has benefited from our professional relationship as well. We would like to offer to extend our professional relationship for an additional 3 years.

The decision of how often to competitively bid-out the independent external audit can be a difficult one, and good arguments exist on both sides on the issue of periodic auditor rotation. It is important to note that there are no externally imposed requirements for auditor rotation, and in its 2002 Recommended Practice, entitled *Audit Procurement*, the Government Finance Officers Association suggests that, “governmental entities should enter into multiyear agreements of at least five years in duration when obtaining the services of independent auditors.”

Our proposed fees for a 3-year extension are listed below.

<u>Year Ended December 31,</u>	<u>Financial & Single Audit</u>	<u>Road Department*</u>
2024	\$ 61,300	\$ 10,700
2025	\$ 63,100	\$ 11,000
2026	\$ 65,000	\$ 11,300

*The Road Department fee is included in the Financial & Single Audit column above, but was presented separately to identify the portion of fees allocated to the Road Department.

The fees above include a single audit with up to 2 major programs. Additional major programs, if required, would be billed separately at \$5,000 each. The fees above also include the preparation of Form F-65 for each year listed.

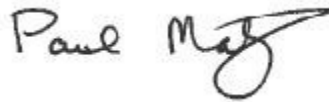
These fees are based on professional standards currently in effect as of the date of this letter. The fees quoted subsequent to 2024 may be subject to renegotiation if significant changes in professional standards or reporting requirements make our initial estimate of hours to complete the audit unrealistic. If any such changes occur, we will discuss the reasons with you and arrive at a new fee arrangement prior to incurring any additional charges.

These fees are independent of any special projects for which a separate engagement is contracted. We will, of course, continue to be available throughout the year to answer general business questions, and to assist you or your staff with accounting for specific transactions without charge.

Again, we thank you for the continuing opportunity to be of service to Ionia County, and we look to many more years of exceeding your expectations. If you have any questions regarding this extension, or if we can be of assistance to you in any way, please do not hesitate to contact us.

Very truly yours,

Rehmann Robson



Paul Matz, CPA, CGFM
Principal

The above proposal is hereby accepted:

Signature

Date

"

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

November 26, 2024

CONTACT:

Patrick Jordan, County Administrator

DESCRIPTION:

Administration issued an RFP for Medical Examiner and Transport Services when Sparrow informed us they would be raising their rates. There were two responses; University of Michigan Health-Sparrow and Mid-Michigan Medical Examiner Group.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

Sheriff, Health Department, Prosecutor

FINANCIAL ANALYSIS:

Sparrow's bid was a flat rate for all services required, including transport services. A 3-year flat-rate bid of \$226,000 with 6% increases for years 2 and 3, with Year 2 beginning Jan. 1, 2026. Year 2 rate would be \$239,894. Year 3 is \$254,534.

Mid_Michigan's bid is for 19 autopsies, 38 toxicology reports. Autopsies beyond 19 are costed at \$3,043 each. Base cost is \$211,964 with assumed revenue back to the county of \$22,000 for cremation permits (440 @ \$50 each). This seems high. Transports will be billed separately to the County.

Bid tab sheets are included with this Request for Action.

Sheriff, Prosecutor and Health Director all request Sparrow be awarded contract.

LEGAL REVIEW:

Reviewed and approved by County's Counsel

DEADLINE:

As soon as possible

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Move to award 3-year contract to University of Michigan Health-Sparrow.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends award to Sparrow.

Mid-Michigan

Attachment B- Option 1 Pricing Proposal

Ionia				Annual Amount	
Fixed	Administrative Fee	Per Contract	(Population 66,804)	\$79,057	
Case Related Cost (Surplus stays with county)	Autopsy - All Types - (\$ 19 @ 3,043 ea) & 38 Toxicology	19 autopsy - 38 Toxicology		\$ 67,697	
	Body Transport Services	19	<\$625	\$ 11,250	
	Investigations by local MEI's	108		\$ 45,760	
	Mileage for Investigations	108	\$25/avg ea	\$ 2,700	
			Subtotal Expense	\$ 206,464	
Estimated - only paid based on	Cremation Permit Expense (25% of Revenue Crem. Perm. Deposit)	440	\$ 12.50	\$ 5,500	
One Time	One Time Set Up Fee				\$ 6,510
			Total Expense	\$ 211,964	
County Revenue Estimate	Cremation Permit Revenue (Paid to Ionia County)	440	\$50	\$ (22,000)	←
Annual Increase 3%				\$ 189,964	

seems high

Sparrow

**ATTACHMENT B – Option 1
Pricing Proposal**

Please complete either Option 1 or Option 2.

VENDOR NAME: University of Michigan Health - Sparrow Lansing

Medical Examiner Services Pricing Proposal – Option 1

Administration fee to include: 1. Review and authorization of cremation permits; 2. Review of deaths reported not requiring autopsies and death certificates produced and delivered to funeral director within limits required by law; 3. Administration of the office and records including all standard office supplies and equipment; 4. Attendance at Child Death Review Team meetings, at court proceedings, and meetings/communications with families and other interested parties; 5. All remaining miscellaneous administrative services.	\$ _____ annually Payable in 12 equal monthly payments for all autopsy services.
Complete autopsy to include: • Toxicology (including reference laboratory toxicology), • Forensic anthropology consultations, • Forensic entomology consultations, • Forensic dentistry consultations, neuropathology consultations, and Cardiovascular pathology consultations.	
Limited autopsy to include: • Toxicology (including reference laboratory toxicology), • Forensic anthropology consultations, • Forensic entomology consultations, • Forensic dentistry consultations, • Neuropathology consultations, and Cardiovascular pathology consultations.	
External examination to include: • Toxicology (including reference laboratory toxicology), • Forensic anthropology consultations, • Forensic entomology consultations, • Forensic dentistry consultations, neuropathology consultations, and Cardiovascular pathology consultations.	
Body Transport Services on an as-needed basis	\$ _____ per trip.
Annual increases, if any, will be based on what criteria?	

As a separate option, please provide the annual rate to assume all medical examiner services including MEI and transportation	\$ \$226,315 (Payable in 12 equal monthly payments.)
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Annual Increase of 6% in years two and three

ME Payments

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
EDW08	EDWARD W SPARROW HOSPITAL				
05/15/2020	INVOICE	7029	MEDICAL EXAMINER FEES FEBRUARY, MARCH, APR	39,657.24	
05/15/2020	CHECK	GEN 130483			39,657.24
07/24/2020	INVOICE	7036	MEDICAL EXAMINER FEES MAY 2020	13,219.08	
07/24/2020	CHECK	GEN 131210			13,219.08
08/21/2020	INVOICE	7074	MEDICAL EXAMINER FEES FOR JUNE 2020	13,219.08	
08/21/2020	CHECK	GEN 131500			13,219.08
09/18/2020	INVOICE	7095	MEDICAL EXAMINER FEES FOR JULY 2020	13,219.08	
09/18/2020	CHECK	GEN 131880			13,219.08
11/13/2020	INVOICE	7154	MEDICAL EXAMINER FEES SEPTEMBER 2020	13,219.08	
11/13/2020	INVOICE	7111	MEDICAL EXAMINER AUGUST 2020	13,219.08	
11/13/2020	CHECK	GEN 132493			26,438.16
12/23/2020	INVOICE	7193	MEDICAL EXAMINER FEES FOR OCTOBER 2020	13,219.08	
12/23/2020	CHECK	GEN 132968			13,219.08
12/31/2020	INVOICE	7206	MEDICAL EXAMINER FEES NOVEMBER 2020	13,219.08	
12/31/2020	INVOICE	7236	MEDICAL EXAMINER FEES DECEMBER 2020	13,219.08	
01/22/2021	CHECK	GEN 133259			13,219.08
02/19/2021	CHECK	GEN 133592			13,219.08
03/19/2021	INVOICE	7245	JANUARY 2021 MEDICAL EXAMINER	13,483.50	
03/19/2021	CHECK	GEN 133860			13,483.50
06/11/2021	INVOICE	7309	MEDICAL EXAMINER FEES FOR MARCH 2021	13,483.50	
06/11/2021	CHECK	GEN 134802			13,483.50
06/25/2021	INVOICE	7281	MEDICAL EXAMINER FEES FEBRUARY 2021	13,483.50	
06/25/2021	CHECK	GEN 134947			13,483.50
07/23/2021	INVOICE	7346	MEDICAL EXAMINER FEES FOR APRIL 2021	13,483.50	
07/23/2021	CHECK	GEN 135255			13,483.50
08/20/2021	INVOICE	7367	MEDICAL EXAMINER FEES FOR MAY 2021	13,483.50	
08/20/2021	CHECK	GEN 135611			13,483.50
10/29/2021	INVOICE	7442	MEDICAL EXAMINER FEES JULY 2021	13,483.50	
10/29/2021	INVOICE	7427	MEDICAL EXAMINER FEES AUGUST 2021	13,483.50	
10/29/2021	INVOICE	7428	MEDICAL EXAMINER FEES SEPTEMBER 2021	13,483.50	
10/29/2021	INVOICE	7391	MEDICAL EXAMINER FEES FOR JUNE 2021	13,483.50	
10/29/2021	CHECK	GEN 136606			53,934.00
11/12/2021	INVOICE	7454	MEDICAL EXAMINER FEES OCTOBER 2021	13,483.50	
11/12/2021	CHECK	GEN 136745			13,483.50
12/10/2021	INVOICE	7507	MEDICAL EXAMINER FEES NOVEMBER 2021	13,483.50	
12/10/2021	CHECK	GEN 137096			13,483.50
12/31/2021	INVOICE	7542	MEDICAL EXAMINER FEES DECEMBER 2021	13,483.50	
01/07/2022	CHECK	GEN 137397			13,483.50
02/18/2022	INVOICE	7596	MEDICAL EXAMINER FEES JANUARY 2022	14,022.79	
02/18/2022	CHECK	GEN 137947			14,022.79
03/04/2022	INVOICE	7632	MEDICAL EXAMINER FEES FEBRUARY 2022	14,022.79	
03/04/2022	CHECK	GEN 138113			14,022.79
04/15/2022	INVOICE	7659	MEDICAL EXAMINER FEES MARCH 2022	14,022.79	
04/15/2022	CHECK	GEN 138567			14,022.79
05/13/2022	INVOICE	7678	MEDICAL EXAMINER FEES APRIL 2022	14,022.79	
05/13/2022	CHECK	GEN 138961			14,022.79
06/24/2022	INVOICE	7696	MEDICAL EXAMINER FEES MAY 2022	14,022.79	
06/24/2022	CHECK	GEN 139465			14,022.79
07/22/2022	INVOICE	7728	MEDICAL EXAMINER FEES JUNE 2022	14,022.79	
07/22/2022	CHECK	GEN 139795			14,022.79
08/05/2022	INVOICE	7757	MEDICAL EXAMINER FEES JULY 2022	14,022.79	
08/05/2022	CHECK	GEN 140031			14,022.79
09/02/2022	INVOICE	7781	MEDICAL DIRECTOR FEES AUGUST 2022	14,022.79	
09/02/2022	CHECK	GEN 140395			14,022.79
10/14/2022	INVOICE	7807	MEDICAL EXAMINER SEPTEMBER 2022	14,022.79	
10/14/2022	CHECK	GEN 140891			14,022.79
11/10/2022	INVOICE	7840	MEDICAL EXAMINER FEES OCTOBER 2022	14,022.79	
11/10/2022	CHECK	GEN 141312			14,022.79
12/09/2022	INVOICE	7867	MEDICAL EXAMINER FEES NOVEMBER 2022	14,022.79	
12/09/2022	CHECK	GEN 141661			14,022.79
12/31/2022	INVOICE	7893	MEDICAL EXAMINER FEES DECEMBER 2022	14,022.79	
01/06/2023	CHECK	GEN 142031			14,022.79
02/03/2023	CHECK	GEN 142428			14,022.79
02/23/2023	INVOICE	7921	MEDICAL EXAMINER FEES JANUARY 2023	14,022.79	
03/17/2023	INVOICE	7942	MEDICAL EXAMINER FEES FEBRUARY 2023	15,144.61	
03/17/2023	CHECK	GEN 142895			15,144.61
04/14/2023	INVOICE	7977	MEDICAL DIRECTOR MARCH 2023 INV 7977	14,583.70	
04/14/2023	CHECK	GEN 143227			14,583.70
05/12/2023	INVOICE	8006	MEDICAL EXAMINER FEES APRIL 2023	14,583.70	
05/12/2023	CHECK	GEN 143630			14,583.70
06/23/2023	INVOICE	8027	MEDICAL EXAMINER FEES MAY 2023	14,583.70	
06/23/2023	CHECK	GEN 144107			14,583.70
07/21/2023	INVOICE	8050	MEDICAL EXAMINER FEES JUNE 2023	14,022.79	
07/21/2023	CHECK	GEN 144453			14,022.79
08/18/2023	INVOICE	8075	MEDICAL EXAMINER FEES JULY 2023	14,583.70	
08/18/2023	CHECK	GEN 144852			14,583.70

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VENDOR ACTIVITY REPORT FOR COUNTY OF IONIA
VENDOR RANGE: EDW08 TO EDW08
Activity From 01/01/2019 To 11/18/2024

Page: 2/2

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/15/2023	INVOICE	8099	MEDICAL EXAMINER FEES AUGUST 2023	14,583.00	
09/15/2023	CHECK	GEN 145192			14,583.00
10/13/2023	INVOICE	8127	SEPTEMBER 2023 MEDICAL EXAMINER FEES	14,583.70	
10/13/2023	CHECK	GEN 145530			14,583.70
11/09/2023	INVOICE	8159	MEDICAL EXAMINER FEES OCTOBER 2023	14,583.70	
11/09/2023	CHECK	GEN 145968			14,583.70
12/08/2023	INVOICE	8179	MEDICAL EXAMINER NOVEMBER 2023	14,583.70	
12/08/2023	CHECK	GEN 146326			14,583.70
12/31/2023	INVOICE	8221	MEDICAL EXAMINER FEES DECEMBER 2023	14,583.70	
01/19/2024	CHECK	GEN 146838			14,583.70
02/16/2024	INVOICE	8237	MEDICAL EXAMINER FEES JANUARY 2024	14,583.70	
02/16/2024	CHECK	GEN 147224			14,583.70
03/15/2024	INVOICE	8273	FEBRUARY 2024 MEDICAL DIRECTOR + JAN INCRE	16,333.74	
03/15/2024	CHECK	GEN 147565			16,333.74
04/12/2024	INVOICE	8294	MEDICAL EXAMINER FEES MARCH 2024	15,458.72	
04/12/2024	CHECK	GEN 147984			15,458.72
05/10/2024	INVOICE	8321	MEDICAL EXAMINER FEES APRIL 2024	15,458.72	
05/10/2024	CHECK	GEN 148472			15,458.72
06/07/2024	INVOICE	8349	MEDICAL EXAMINER FEES MAY 2024	15,458.72	
06/07/2024	CHECK	GEN 148851			15,458.72
07/05/2024	INVOICE	8426	MEDICAL EXAMINER FEES JUNE 2024	15,458.72	
07/05/2024	CHECK	GEN 149174			15,458.72
08/16/2024	INVOICE	8458	MEDICAL EXAMINER FEES JULY 2024	15,458.72	
08/16/2024	CHECK	GEN 149818			15,458.72
09/13/2024	INVOICE	8484	MEDICAL EXAMINER FEES AUGUST 2024	15,458.72	
09/13/2024	CHECK	GEN 150209			15,458.72
10/11/2024	INVOICE	8513	MEDICAL EXAMINER FEES SEPTEMBER 2024	15,458.72	
10/11/2024	CHECK	GEN 150665			15,458.72
Total:				789,056.63	789,056.63
Net of 54 Invoices / 50 Checks					
Grand Total 54 invoices and 50 checks f				789,056.63	789,056.63

Body Removal

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
LAN18	LANSING MERCY	AMBULANCE SERVICE			
06/26/2020	INVOICE	20-6833	BODY REMOVAL: M.BRADLEY	250.00	
06/26/2020	INVOICE	20-7067	BODY REMOVAL: D. COLBATH	250.00	
06/26/2020	CHECK	GEN 130965			500.00
07/10/2020	INVOICE	20-8447	BODY TRANSPORT/ L. RANDOLPH	250.00	
07/10/2020	CHECK	GEN 131117			250.00
07/24/2020	INVOICE	20-8739	BODY REMOVAL: LOWER, JACKSON	250.00	
07/24/2020	INVOICE	20-8785	BODY REMOVAL: WILLEY, KENNETH	250.00	
07/24/2020	CHECK	GEN 131245			500.00
08/21/2020	INVOICE	20-9815	BODY TRANSPORT: CHAD STANTON	250.00	
08/21/2020	INVOICE	20-9891	T. SALAS BODY REMOVAL	250.00	
08/21/2020	CHECK	GEN 131539			500.00
09/18/2020	INVOICE	20-10454	K.BLANKENSHIP	336.00	
09/18/2020	INVOICE	2010702	BODY REMOVAL AND MILEAGE: AARON FITZ	334.00	
09/18/2020	CHECK	GEN 131915			670.00
10/02/2020	INVOICE	20-11263	BODY REMOVAL/ C. MARKWART	292.00	
10/02/2020	CHECK	GEN 132076			292.00
10/16/2020	INVOICE	20-12078	BODY TRANSPORT/ WILLIAM DALY	338.00	
10/16/2020	INVOICE	20-11976	BODY TRANSPORT/ UNKNOWN	338.00	
10/16/2020	INVOICE	20-12171	BODY REMOVAL/ JOHN DOE	314.00	
10/16/2020	CHECK	GEN 132240			990.00
10/30/2020	INVOICE	20-12491	UNKNOWN/ SAYLES RD & WHITES BRIDGE	372.00	
10/30/2020	INVOICE	20-12469	SNOW	342.00	
10/30/2020	INVOICE	20-12605	DAVIS	316.00	
10/30/2020	CHECK	GEN 132388			1,030.00
11/13/2020	INVOICE	20-13101	WELLER	292.00	
11/13/2020	INVOICE	20-13110	PENDLEY	334.00	
11/13/2020	CHECK	GEN 132553			626.00
11/25/2020	INVOICE	20-13612	DAVID SMITH	330.00	
11/25/2020	CHECK	GEN 132714			330.00
12/11/2020	INVOICE	20-14006	LOVRO	340.00	
12/11/2020	CHECK	GEN 132870			340.00
12/23/2020	INVOICE	20-14800	L. JONES	165.00	
12/23/2020	INVOICE	20-14876	B.HARDWOOD	342.00	
12/23/2020	CHECK	GEN 133004			507.00
12/31/2020	INVOICE	20-14203	DANIEL DALTON	320.00	
01/08/2021	INVOICE	20-15078	ANDREW GERIG(?)	334.00	
01/08/2021	CHECK	GEN 133149			334.00
01/22/2021	INVOICE	21-115	BODY REMOVAL /LAWRENCE HALE	165.00	
01/22/2021	INVOICE	21-16	BODY REMOVAL/FRANCIE OINCH	391.00	
01/22/2021	INVOICE	21-129	BODY REMOVAL/AUNDREA MAZUREK	355.00	
01/22/2021	INVOICE	21-65	BODY REMOVAL/ JARED TISHCHER	324.00	
01/22/2021	CHECK	GEN 133302			1,235.00
02/05/2021	INVOICE	21-536	BODY REMOVAL; JUSTIN JUAREZ	334.00	
02/05/2021	INVOICE	21-780	MARTIN C GRILL	300.00	
02/05/2021	CHECK	GEN 133485			954.00
02/19/2021	INVOICE	21-1068	GRASSMID	334.00	
02/19/2021	CHECK	GEN 133625			334.00
03/05/2021	INVOICE	21-1459	JESSICA CORDER	360.00	
03/05/2021	INVOICE	211843	JUDY BROOKS	342.00	
03/05/2021	INVOICE	21-1940	C. YAGER	316.00	
03/05/2021	CHECK	GEN 133765			1,018.00
03/19/2021	INVOICE	21-2651	ALLEN STINEBACH	330.00	
03/19/2021	INVOICE	212520	THOMAS ENFIELD	342.00	
03/19/2021	CHECK	GEN 133895			672.00
04/02/2021	INVOICE	21-3107	PAULETTE JENKINS-VANBUSKIRK	352.00	
04/02/2021	CHECK	GEN 134045			352.00
04/16/2021	INVOICE	21-3490	RONNIE THOMPSON	330.00	
04/16/2021	INVOICE	21-3239	JOHN E HILLIS	304.00	
04/16/2021	INVOICE	21-3708	BODY REMOVAL; JASON BLATT	368.00	
04/16/2021	CHECK	GEN 134215			1,002.00
05/28/2021	INVOICE	21-5342	ROBERT WEISGARBER	308.00	
05/28/2021	INVOICE	21-5403	TIMOTHEY DONLEY	308.00	
05/28/2021	INVOICE	21-5131	SANDRA MINAKER	330.00	
05/28/2021	INVOICE	21-5422	KATE MCDONALD	378.00	
05/28/2021	CHECK	GEN 134665			1,324.00
06/25/2021	INVOICE	21-6383	BODY REMOVAL	330.00	
06/25/2021	CHECK	GEN 134978			330.00
07/09/2021	INVOICE	RUN# 21-6737	BODY REMOVAL	336.00	
07/09/2021	INVOICE	21-7232	BODY REMOVAL & MILEAGE	314.00	
07/09/2021	CHECK	GEN 135151			650.00
07/23/2021	INVOICE	21-7472	BODY REMOVAL/ MILEAGE	227.00	
07/23/2021	INVOICE	21-7386	BODY REMOVAL	500.00	
07/23/2021	INVOICE	21-7369	BODY REMOVAL/ MILEAGE	330.00	
07/23/2021	INVOICE	21-7370	BODY REMOVAL/ MILEAGE	330.00	
07/23/2021	INVOICE	21-+7574	BODY REMOVAL/ MILEAGE	330.00	
07/23/2021	CHECK	GEN 135301			1,717.00

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/06/2021	INVOICE	21-7981	JANE DOE	302.00	
08/06/2021	INVOICE	21-7800	JOHN DOE	330.00	
08/06/2021	INVOICE	21-7951	JOSEPH PRITCHARD	314.00	
08/06/2021	INVOICE	21-8050	KRISTINA MOONEY	342.00	
08/06/2021	CHECK	GEN 135494			1,288.00
09/03/2021	INVOICE	21-8971	BOLDEN, DARNELL	245.00	
09/03/2021	INVOICE	21-9360	BODY REMOVAL LARRY LOTT	330.00	
09/03/2021	CHECK	GEN 135817			575.00
09/17/2021	INVOICE	AUG & SEPT 2021	21-9632, 21-9164, 21-9084, 21-9081, 21-932	2,030.00	
09/17/2021	INVOICE	21-9667,21-9523	BODY REMOVAL -JESICA MILLER & CALEB BROWN	654.00	
09/17/2021	CHECK	GEN 135966			2,684.00
10/15/2021	INVOICE	21-8704,21-10688	BODY REMOVAL: HARWOOD & COX	678.00	
10/15/2021	CHECK	GEN 136366			678.00
10/29/2021	INVOICE	21-10912	BEDWELL, BRIAN	334.00	
10/29/2021	INVOICE	21-10906	DEMARTINI, ROBERT	336.00	
10/29/2021	INVOICE	21-10578	STRATTON, SUSAN	364.00	
10/29/2021	INVOICE	21-8427	LEFFEL, ASHLEY M	247.00	
10/29/2021	CHECK	GEN 136631			1,281.00
11/24/2021	INVOICE	21-11288	PERSEPHONE, DORRIAN	302.00	
11/24/2021	INVOICE	21-11679	SALAZAR, ARIANNA	328.00	
11/24/2021	CHECK	GEN 136956			630.00
01/20/2022	INVOICE	22-380	BODY TRANSPORT: KEASEY, SHAWN, M	332.00	
02/02/2022	INVOICE	22-920	BODY TRANSPORT: K.MAYS	310.00	
02/04/2022	INVOICE	22-819	BODY TRANSPORT: E. VAN HALL	326.00	
02/04/2022	CHECK	GEN 137834			332.00
02/18/2022	CHECK	GEN 137992			636.00
02/25/2022	INVOICE	22-1427	G.M.PLATTE	318.00	
03/04/2022	CHECK	GEN 138141			318.00
03/18/2022	INVOICE	22-1796	CONNLEY, DENNIS	334.00	
03/18/2022	INVOICE	22-1637	HOWARD, CAYSON	330.00	
03/18/2022	INVOICE	22-221	VINING, DANYEL	334.00	
03/18/2022	INVOICE	22-1749	KELLOGG, NICOLE	338.00	
03/18/2022	INVOICE	22-2008	TIMMER, MEKBULE	294.00	
03/18/2022	INVOICE	22-2022	ROBINSON, TONY	334.00	
03/18/2022	INVOICE	22-1930	BROWN, RICHARD L	296.00	
03/18/2022	CHECK	GEN 138281			2,260.00
04/01/2022	INVOICE	22-2119	RICHTER, EVAN	344.00	
04/01/2022	CHECK	GEN 138438			344.00
04/29/2022	INVOICE	22-3079	MULETT, RAYMOND II	482.00	
04/29/2022	INVOICE	22-2674	GETCHELL, AUSTIN	321.00	
04/29/2022	INVOICE	22-3156	HENRY, GEORGINA	308.00	
04/29/2022	CHECK	GEN 138831			1,111.00
05/13/2022	INVOICE	22-3792	RIGGS, CHRISTOPHER	334.00	
05/13/2022	CHECK	GEN 139000			334.00
06/10/2022	INVOICE	22-4579	BET,SHERRIE	324.00	
06/10/2022	CHECK	GEN 139331			324.00
06/30/2022	INVOICE	22-5252	SMITH, ROBERT	356.00	
06/30/2022	CHECK	GEN 139662			356.00
07/22/2022	INVOICE	22-5371	MILLER, SCOTT	312.00	
07/22/2022	INVOICE	22-5589	CHAPMAN, MARISSA	336.00	
07/22/2022	CHECK	GEN 139857			648.00
08/05/2022	INVOICE	22-6033	HADLEY, JEREMIAH	314.00	
08/05/2022	INVOICE	22-6215	PEIFFER, BRENNEN, L.	336.00	
08/05/2022	INVOICE	22-6274	EDAN, LUCAS	318.00	
08/05/2022	CHECK	GEN 140074			968.00
09/02/2022	INVOICE	22-7000	BODY REMOVAL: GENNA TRAILL	360.00	
09/02/2022	INVOICE	22-7060	BODY REMOVAL - KIMBERLY BURNS	314.00	
09/02/2022	INVOICE	22-7032	BODY REMOVAL- JEREMY K SMITH	308.00	
09/02/2022	CHECK	GEN 140419			982.00
09/16/2022	INVOICE	22-7350	THOMAS, ABSOLEM	340.00	
09/16/2022	INVOICE	22-7443	HONSOWITZ, JANE B	298.00	
09/16/2022	INVOICE	22-7582	HEATON, RICHARD	350.00	
09/16/2022	CHECK	GEN 140588			988.00
09/30/2022	INVOICE	22-7635	OSBORN, PAUL	340.00	
09/30/2022	CHECK	GEN 140748			340.00
10/28/2022	INVOICE	22-8047	BODY TRANSPORT: WOOD, JAMES	304.00	
10/28/2022	CHECK	GEN 141185			304.00
11/23/2022	INVOICE	22-9154	BODY TRANSPORT	367.00	
11/23/2022	CHECK	GEN 141532			367.00
12/09/2022	INVOICE	22-9819	BODY TRANSPORT- J.D.CRAWFORD	344.00	
12/09/2022	CHECK	GEN 141703			344.00
12/31/2022	INVOICE	22-9913	MONTRY, ROBERT	332.00	
02/03/2023	CHECK	GEN 142452			332.00
02/17/2023	INVOICE	23-774	WITGEL, TOMMY	330.00	
02/17/2023	CHECK	GEN 142599			330.00
03/03/2023	INVOICE	23-1266	KYLE SEELY	374.00	
03/03/2023	INVOICE	23-1157	CALEB PHENIX	368.00	

11/18/2024 10:29 AM
User: BWALKER
DB: Ionia

VENDOR ACTIVITY REPORT FOR COUNTY OF IONIA
VENDOR RANGE: LAN18 TO LAN18
Activity From 01/01/2019 To 11/18/2024

Page: 3/3

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/03/2023	CHECK	GEN 142771			
06/09/2023	INVOICE	23-3400	BODY TRANSPORT	330.00	742.00
06/09/2023	CHECK	GEN 143976			330.00
07/07/2023	INVOICE	23-4034	VAN DEN TOORN, JULIA	363.00	
07/07/2023	CHECK	GEN 144315			363.00
08/04/2023	INVOICE	23-4768	MEYERS, ROBERT , S- RUN DATE: 7/16/2023 07	344.00	
08/04/2023	CHECK	GEN 144722			344.00
08/18/2023	INVOICE	23-5086	7/29/2023- BESTON, PETER	426.00	
08/18/2023	CHECK	GEN 144890			426.00
09/01/2023	INVOICE	23-4918	CHIE, UNA, C	370.00	
09/01/2023	CHECK	GEN 145076			370.00
12/31/2023	INVOICE	23-8053	MATTHEWS, AUTUMN	330.00	
01/05/2024	CHECK	GEN 146708			330.00
02/02/2024	INVOICE	24-509	ANCEL, DEVON	330.00	
02/02/2024	CHECK	GEN 147107			330.00
03/01/2024	INVOICE	24-1029	WILLIAMS, SHARIKA	310.00	
03/01/2024	CHECK	GEN 147428			310.00
03/15/2024	INVOICE	24-1331	KITTLE, DANA	332.00	
03/15/2024	CHECK	GEN 147609			332.00
03/29/2024	INVOICE	24-1862	HANNAH, CHRISTIAN	348.00	
03/29/2024	CHECK	GEN 147827			348.00
04/12/2024	INVOICE	24-2047	TOWN-LEARY, KOURIE	340.00	
04/12/2024	CHECK	GEN 148038			340.00
05/24/2024	INVOICE	24-2981	DATE: 5/2/2024, BURKE, KENNETH P	342.00	
05/24/2024	CHECK	GEN 148602			342.00
06/07/2024	INVOICE	24-3214	KARRAR, MARY ELLEN	312.00	
06/07/2024	CHECK	GEN 148775			312.00
08/02/2024	INVOICE	RUN # : 24-4914	ESCOBAR-LOARCA, MAURO R DATE 7/22/2024	334.00	
08/02/2024	CHECK	GEN 149558			334.00
09/13/2024	INVOICE	24-5656	VILLERUS, CHASE, P	328.00	
09/13/2024	CHECK	GEN 150137			328.00
10/25/2024	INVOICE	24-6767	WIERSING, CHADWICK	341.00	
10/25/2024	CHECK	GEN 150765			341.00
Total:				41,433.00	41,433.00
Net of 120 Invoices / 66 Checks					
Grand Total 120 invoices and 66 checks				41,433.00	41,433.00

11/18/2024 10:30 AM
User: BWALKER
DB: Ionia

VENDOR ACTIVITY REPORT FOR COUNTY OF IONIA
VENDOR RANGE: PRE25 TO PRE25
Activity From 01/01/2019 To 11/18/2024

Page: 1/1

Alternate Body Removal

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
PRE25	PREFERRED REMOVAL SERVICES INC				
05/27/2022	INVOICE	9377	BODY REMOVAL	616.45	
05/27/2022	CHECK	GEN 139207			616.45
12/22/2022	INVOICE	10009	BODY TRANSPORT	278.55	
12/22/2022	CHECK	GEN 141929			278.55
12/31/2022	INVOICE	10089	BODY TRANSPORT	533.85	
01/20/2023	CHECK	GEN 142313			533.85
02/17/2023	INVOICE	10178	BODY TRANSPORT	575.10	
02/17/2023	CHECK	GEN 142643			575.10
07/21/2023	INVOICE	10595	NOLEN, CLYDE	285.90	
07/21/2023	INVOICE	10595	JEFFREY, NATHAN	282.60	
07/21/2023	INVOICE	10595	KLAY, JESSE	267.75	
07/21/2023	CHECK	GEN 144568			836.25
10/13/2023	INVOICE	10432	5 BODY TRANSPORTS-APRIL 2023	1,380.00	
10/13/2023	INVOICE	10694	3 BODY TRANSPORTS- JULY 2023	856.05	
10/13/2023	INVOICE	10525	4 BODY TRANSPORTS- MAY 2023	1,092.45	
10/13/2023	CHECK	GEN 145614			3,328.50
12/31/2023	INVOICE	11144	3 BODIES: R.GILMORE/D.PIPE/K.PADGETT	844.50	
01/19/2024	CHECK	GEN 146961			844.50
02/16/2024	INVOICE	11252	RHAMY & TRIBBETT	555.30	
02/16/2024	CHECK	GEN 147297			555.30
03/15/2024	INVOICE	11345	6 BODIES	1,703.85	
03/15/2024	CHECK	GEN 147654			1,703.85
Total:				9,272.35	9,272.35
Net of 13 Invoices / 9 Checks					
Grand Total 13 invoices and 9 checks fo				9,272.35	9,272.35

October 21, 2024

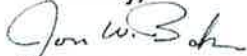
Patrick Jordan
Ionia County Administration
101 W. Main Street
Ionia, MI 48846

Dear Mr. Jordan,

On behalf of University of Michigan Health – Sparrow Lansing, it is my pleasure to present you with this proposal to provide Medical Examiner Services to Ionia County.

As the current Ionia County Medical Examiner's Office, we fully understand the scope of services and requirements of this position and we enthusiastically affirm that we are able and committed to performing the work described in this proposal.

Sincerely,



Jon W. Baker

Director of Laboratories

Detailed Medical Examiner Services Proposal

We commit to performing all requested services as outlined in the RFP, adhering to both state laws and the National Association of Medical Examiners (NAME) standards.

Conducting Inquiries into Deaths

UMH-Sparrow Lansing will conduct thorough inquiries into all deaths reported to the Ionia County Medical Examiner's Office. Upon establishing jurisdiction, we will perform full investigations in compliance with NAME standards. We will maintain comprehensive case files using an electronic data management system (MDILog) and generate records for all reported deaths.

Administering the Medical Examiner Investigator Process

Medical Examiner Investigators (MEIs) will be selected from the Ionia County community. In accordance with federal labor laws, the MEIs will be employed by UMH-Sparrow Lansing, unless the County elects to employ them. In accordance with Michigan Law (Act No. 181 of Public Acts of 1953) the Medical Examiner will be solely responsible for appointing Medical Examiner Investigators, determining the duties assigned to the Medical Examiner Investigators, and promulgating rules relative to the conduct of the Medical Examiner's office.

Performing Forensic Autopsies

Forensic autopsies will be conducted in accordance with Michigan state requirements and NAME professional standards. Autopsies will encompass all necessary specialized examinations such as forensic neuropathology, toxicology, anthropology, entomology, odontology, biology, radiology, and other required testing. Specialized examinations will be done at the sole discretion of the assigned Forensic Pathologist.

Signing Death Certificates and Authorizing Cremation Permits

UMH-Sparrow Lansing will ensure that all death certificates and cremation permits are signed and completed accurately and in a timely manner. We will work closely with funeral directors and the Ionia County Clerk's Office to meet all legal requirements. We will also maintain records of all cremation permits and submit monthly billing information to the County.

Providing Communications and Support

Our team will be readily available to respond to inquiries from County staff, Prosecuting Attorneys, criminal defense attorneys, law enforcement agencies, funeral directors, health care professionals, and involved citizens and families. We will provide clear and timely communication regarding death investigations and general procedures.

Participating in Death Reviews

We will provide necessary information and actively participate in death reviews, including attending child death review team meetings as required.

Participating in Court Proceedings

When officially requested, UMH-Sparrow Lansing will ensure that our personnel are available to participate in court proceedings, providing expert testimony and evidence as needed.

Attending Meetings with County Officials

Our staff will attend meetings with County officials as requested, offering updates, reports, and ongoing collaboration to ensure the success of the Medical Examiner Services. Meetings can be conducted remotely as appropriate.

Timely Autopsy Performance

UMH-Sparrow Lansing conducts autopsies Monday through Friday. We do not perform autopsies on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. If a circumstance arises necessitating a weekend autopsy, the County may contact the on-call Forensic Pathologist to discuss the situation. We may, at our discretion, choose to perform the autopsy outside of our usual hours. Circumstances may cause delays in conducting autopsies including frozen bodies, high case load, and anatomical donations. We will communicate any potential delays with the County, funeral directors, and family members as needed.

Preliminary Autopsy Findings

UMH-Sparrow Lansing will make preliminary autopsy findings available no later than 9:00 a.m. on the day following the autopsy, unless the day following the autopsy is a weekend or a Contractor recognized holiday (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas).

Completion of Death Certificates

UMH-Sparrow Lansing will ensure that death certificates are completed within sixty (60) days of the autopsy, unless special diagnostic studies are required and delay completion of the death certificate. In cases where diagnostic studies are necessary and delay the death certificate, we will notify the appropriate parties and provide updates as soon as they are available.

Timely Completion of Autopsy Reports

We will ensure that no less than ninety percent (90%) of final autopsy reports are completed within sixty (60) days of the autopsy, barring delays due to special diagnostic studies. In cases where diagnostic studies are necessary and delay the report, we will notify the appropriate parties and provide updates as soon as they are available.

Law Enforcement Presence at Autopsies

UMH-Sparrow Lansing acknowledges that law enforcement may be present during autopsies. Law enforcement should provide as much notice as practicable when they will be attending an autopsy.

Maintenance of Medical Examiner Case Reports

Our team will maintain case reports in a format and content that meets all professional standards. We understand the importance of thorough and organized documentation and will ensure that all case files are prepared and maintained in a clear, accurate, and accessible manner.

Sharing Results with Law Enforcement

UMH-Sparrow Lansing will share the results of death investigations with the appropriate law enforcement agencies. We will ensure that these communications are clear, timely, and thorough, providing all necessary information to assist law enforcement in their ongoing investigations.

Transportation of Decedents

The transportation of decedents from death scenes to UMH-Sparrow Lansing is included in this proposal. We will transport decedents from death scenes to UMH-Sparrow Lansing when a postmortem exam is necessary and/or if the decedent's identity is unknown at the time of the death investigation. Decedents who are released by the Medical Examiner's Office will be transported from the death scene by the funeral home selected by the next of kin. Unclaimed bodies may be transported to UMH-Sparrow Lansing or to a local funeral home, as dictated by the circumstances.

Term of Agreement

UMH-Sparrow Lansing proposes a three-year agreement commencing on January 1, 2025, and ending December 31, 2027. This agreement may be terminated by either party upon 90 days' written notice to the other party.

Reporting

UMH-Sparrow Lansing will provide a detailed annual report and quarterly drug-related death reports.

Minimum Qualifications

UMH-Sparrow Lansing is licensed to do business in the State of Michigan. Our forensic pathologists are board certified and licensed to practice medicine in Michigan. Our staff possesses the necessary qualifications and competencies to perform the duties of the Medical Examiner. UMH-Sparrow Lansing has provided Medical Examiner services for more than two decades.

Section 2.0: Bidder Information and Acceptance

1. The undersigned declares that the Bid Documents, including, without limitation, any RFP Addenda, and Exhibits have been read.
 2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP: Medical Examiner Services.
 3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid and that each Bidder who is awarded a contract shall be, in fact, a Prime Contractor, not a subcontractor, and agrees that its Bid, if accepted by Ionia County, will be the basis for the Bidder to enter into a contract with Ionia County in accordance with the intent of the Bid Documents.
 4. The undersigned acknowledges receipt and acceptance of all addenda.
 5. The undersigned agrees to the terms, conditions, certifications, and requirements listed in ~~Section 2-~~ **sections 1.3 - 1.10 with the exceptions noted in number 10 below.**
 6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
 7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against Ionia County based upon ignorance of conditions or misunderstanding of the specifications.
 8. Patent indemnity: Vendors who do business with the County of Ionia shall hold Ionia County, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
 9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Ionia County, prior to award, and shall include an insurance certificate and additional insured certificate, naming Ionia County, which meets the minimum insurance requirements, as stated in the terms and conditions.
- 10. Exceptions**
- **1.4 A - Autopsies will be performed Monday - Friday except on New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.**
 - **1.6 D - Medical Examiner Fees and Transportation ARE included in the bidder's proposed bid.**
 - **1.6 F - The Annual Rate shall increase by 6% per year beginning in January, 2026.**
-

2.1 Company Profile

Official Name of Bidder: University of Michigan Health - Sparrow Lansing		Type of Entity/Organization (check one): ☐ Corporation ☐ Joint Venture ☐ Limited Liability Partnership ☐ Partnership ☐ Limited Liability Corporation ☒ Non-Profit / Church ☐ Other: _____
Street Address: 1215 E. Michigan Avenue		
City: Lansing		
State: Michigan	Zip Code: 48912	
Website: www.umhsparrow.org		
Primary Contact Name: Elizabeth Reust		
Primary Contact Phone Number: 517-371-9475		Dun & Bradstreet (D&B) Number (if applicable):
Primary Contact Email Address: elizabeth.reust@umhsparrow.org		
Federal Tax ID Number: 38-1360584		
Has your company ever been debarred by the Federal Government? ☐ Yes ☒ No <i>If yes, has it been lifted and if so, when?</i>		
Has your company ever been debarred by State Governments? ☐ Yes ☒ No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established: A non-profit corporation doing business in the State of Michigan since 04/29/1910		
The individual below is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for a period of at least 90 days.		
Signature: <u>Margaret Dimond</u> Margaret Dimond (Oct 21, 2024 06:01 EDT)		
Name and Title of Signer: Margaret Dimond, PhD, Regional President		
Date: October 21, 2024		

***Please include a current W-9 and evidence of insurance coverage as outlined in Section 4.3: Insurance Requirements.**

CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012

I certify that neither University of Michigan Health - Sparrow Lansing (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, are an "Iran linked business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this Request for Proposals, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

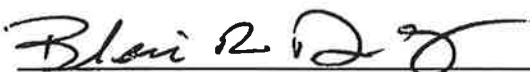

UMH - Sparrow Lansing

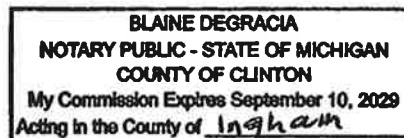
By: Margaret Dimond, PhD

Date: 10/17/2024

Title: Regional President

Subscribed to and sworn before me,
a Notary Public, on this 17 day of October, 2024.


Blaine DeGracia, Notary Public
Clinton County, State of Michigan
Acting in Ingham County, Michigan
My Commission Expires: 9-10-2029



2.3 Proposal Submission Checklist

To enable consistent Proposal evaluation, the following Proposal Contents/Format has been developed.

FAILURE TO SUBMIT THE REQUESTED DOCUMENTS COULD RESULT IN DETERMINING THE SUBMISSION AS NON-RESPONSIVE AND REJECTED.

Complete?	Item Description
Yes	Section 1 – Bidder Responses: Bidders may provide narrative responses/information to address any Scope of Work components.
Yes	Section 2.1 – Company Profile
Yes	Section 2.2 – Certificate of Compliance with Public Act 517 of 2012
Yes	Section 2.3 – Proposal Submission Checklist
Yes	Attachment A - Questionnaire
Yes	Attachment B – Pricing (either Option 1 or Option 2)
	Addendum Signature Page (s) *(If applicable)

Submitted proposal contains all completed forms/certifications as listed above:

Authorized Signature:	 Margaret Dimond (Oct 21, 2024 06:01 EDT)
Printed Name of Authorized Representative:	Margaret Dimond, PhD
Title:	Regional President
Date:	October 18, 2024

Questionnaire

1. Overview of Services Proposed

As the established Ionia County Medical Examiner's Office, we provide the following, in accordance with NAME standards:

- A board-certified forensic pathologist serving as Ionia County Medical Examiner
- Board-certified forensic pathologist serving as Deputy Medical Examiners
- Professional Medical Examiner Investigators who respond to death scenes 24/7/365
- Administrative staff
- 24-hour on-call forensic pathologists to assist Medical Examiner Investigators and/or law enforcement
- 24-hour on-call administrative staff to assist families, law enforcement, & funeral directors
- Forensic autopsy service (Autopsies performed Monday-Friday, excluding New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas)
- Timely completion of death certificates and autopsy reports
- Review and authorization of cremation permits
- Record keeping and response to FOIA requests
- Timely responses to requests for death related data (e.g. opioid deaths)
- Handling of unidentified and unclaimed decedents
- Consultations with law enforcement, attorneys, and families
- Expert court testimony

2. Physicians Performing Autopsies

See the attached Curriculum Vitae for Drs. Michael Markey, Christopher Hauch, and David Moons.

3. Medical Examiner Qualifications

See the attached Curriculum Vitae for Drs. Michael Markey, Christopher Hauch, and David Moons.

4. We certify that all proposed individuals utilized for these medical examiner services are licensed to practice in the State of Michigan and are board-certified in forensic pathology.

5. All Medical Examiner Investigators employed by UMH-Sparrow will be properly trained and will work toward ABMDI accreditation.
6. Medical Examiner Investigators will be available 24/7 at our main hospital in Lansing and will respond to Ionia County in under 60 minutes.
7. Case records will be maintained electronically using MDILog and the County will be provided electronic access to them.
8. We have over 80 policies and procedures housed in an electronic management system. Access to the policies can be obtained for any County official who would like to review our policies.

CURRICULUM VITAE

MICHAEL A. MARKEY, MD

October 17, 2024

PERSONAL

Work Address: University of Michigan Health-Sparrow
Forensic Pathology
1215 East Michigan Ave.
Lansing, Michigan 48912
517-364-2561

E-mail Address: michael.markey@sparrow.org

EMPLOYMENT

04/2003 to Present University of Michigan Health-Sparrow
Forensic Pathology
Lansing, Michigan
Medical Director of Forensic Pathology (2015-)

07/2002 to 03/2003 First Forensic Medical Laboratories, SC and
Capitol Forensic Medicine, SC
Springfield, Illinois

MEDICAL EXAMINER APPOINTMENTS

2022 to Present	Medical Examiner	Clinton County, MI
2014 to Present	Medical Examiner	Ingham County, MI
2011 to 2014	Deputy Medical Examiner	Ingham County, MI
2014 to Present	Medical Examiner	Ionia County, MI
2014 to Present	Medical Examiner	Isabella County, MI
2007 to Present	Medical Examiner	Eaton County, MI
2007 to Present	Medical Examiner	Shiawassee County, MI
2003 to 2007	Deputy Medical Examiner	Shiawassee County, MI
2022 to Present	Medical Examiner	Livingston County, MI
2014 to 2017	Medical Examiner	Livingston County, MI

2005 to 2014	Deputy Medical Examiner	Livingston County, MI
2016 to 2018	Medical Examiner	Barry County, MI
2006 to 2016	Deputy Medical Examiner	Barry County, MI
2011 to 2017	Medical Examiner	Montcalm County, MI
2003 to 2014	Deputy Medical Examiner	Allegan County, MI
2003 to 2014	Deputy Medical Examiner	Muskegon County, MI
2010 to 2014	Deputy Medical Examiner	Kalamazoo County, MI
2014	Deputy Medical Examiner	Calhoun County, MI

EDUCATION/TRAINING

2001-2002	Office of the Medical Investigator, Albuquerque, NM Fellowship, Forensic Pathology
2000-2001	University of New Mexico, Albuquerque, NM Neuropathology Acting Fellowship
1996-2000	University of New Mexico, Albuquerque, NM Residency, Anatomic and Clinical Pathology Chief Resident of Pathology (1999-2000)
1992-1996	Southern Illinois University School of Medicine, Springfield, IL MD
1988-1992	Western Illinois University, Macomb, IL BS, Biology

LICENSURE/CERTIFICATION

Medical Licenses	State of Michigan	Lic. Num. 4301081276
	State of New Mexico	Lic. Num. 2000-67 - inactive
	State of Illinois	Lic. Num. 036-106240 - inactive

Diplomate of the American Board of Pathology
 Combined Anatomic/Clinical Pathology, September 2001
 Forensic Pathology, November 2002

ACADEMIC APPOINTMENTS

Michigan State University – College of Osteopathic Medicine
Clinical Assistant Professor
October 2012 – 2021

Michigan State University – College of Human Medicine
Clinical Assistant Professor
January 2016 - Current

Southern Illinois University School of Medicine
Clinical Assistant Professor, Department of Pathology
August 2002 – March 2003

CURRENT HOSPITAL STAFF APPOINTMENTS

Sparrow Hospital - Lansing, Michigan
May 2003 - Present

HONORS

Gift of Life Michigan
2022 Donation Champion Award

University of New Mexico Health Sciences Center
Chief Resident of Pathology, 1999-2000

Southern Illinois University School of Medicine
Alpha Omega Alpha, 1995
Honors - Second year curriculum, 1993-94
Honors - Surgery, Medicine, and Pediatric Clerkships, 1994-95
Institutional Honors upon graduation, 1996

Western Illinois University
Phi Kappa Phi - academic honor society
Phi Eta Sigma - freshman honor society
University Dean's List - 8 semesters
Departmental Scholar, Biology Department 1992

PROFESSIONAL SOCIETY MEMBERSHIPS

National Association of Medical Examiners, Fellow
American Academy of Forensic Sciences, Fellow
Michigan Association of Medical Examiners, Member
College of American Pathologists, Fellow
American Society of Clinical Pathologists, Fellow

COMMITTEE APPOINTMENTS

Michigan Association of Medical Examiners

- President (2010- 2012)
- Executive committee member (2009- 2015)
- Legislative liaison (2009-2010)
- Michigan State Medical Society House of Delegates (2009-2012)

National Association of Medical Examiners

- Ad Hoc Committee on Forensic Toxicology (2009-2016)
- EPP-Forensic Fellow In-Service Exam (2010-2016)

Michigan Medical Examiner System Workgroup (2016)

Child Death Review Committee, Multiple Counties (2003-Current)

Ingham County Opioid Abuse Prevention Initiative (2015-Current)

Michigan Drug Monitoring Initiative (2021-Current)

Sparrow Hospital

- Trauma surgery performance improvement and patient safety (current)
- Council of medical directors (current)

TEACHING/EDUCATIONAL ACTIVITIES

Michigan State University College of Human Medicine/Sparrow Health Services
Instructor, Elective in Forensic Pathology, 2003 - present

Michigan State University - College of Osteopathic Medicine
Lecturer in pathology with oversight of pathology education (2012-2017)

Michigan State University – Osteology and Forensic Anthropology Course
Invited lecturer – intermittent

University of Michigan Pathology Residency Program
Lecturer in forensic pathology, 2003 – 2007

Michigan State University Forensic Sciences Program
Invited speaker, Introduction to Forensic Pathology – 2003

University of New Mexico School of Law
Expert Witness, Evidence/Trial Practice class, 1999 and 2001

PRESENTATIONS

“Investigation of Drug Related Deaths”, Blue Cross and Blue Shield Advanced and Master Class Training, New Hudson, MI September 2019.

“Investigation of Drug Related Deaths”, Prosecuting Attorneys Association of Michigan (PAAM) 5th Annual Drug Initiatives Conference, East Lansing, MI, July 2019

“The Frequency of Cannabinoids in a Medical Examiner Population”, Poster Presentation, American Academy of Forensic Sciences 71st Annual Scientific Meeting, Baltimore, MD, February 2019.

“Investigation of Drug Related Deaths”, National Attorneys General Training and Research Institute (NAGTRI) Overdose Death Investigation & Prosecution Training hosted by the Michigan Department of Attorney General, Lansing, MI, August 2018.

“Is This Death due to Drug Intoxication?”, Medical Examiner and Coroner Training Program, Henry Center-Michigan State University, Lansing, MI, June 2011 and Soaring Eagle Conference Center, Mount Pleasant, MI, November 2011.

“Histologic Diagnosis of Amniotic Fluid Embolism: Providing Context Through Immunohistochemistry”, American Academy of Forensic Sciences 62nd Annual Scientific Meeting, Seattle, WA, February 2010

“Forensic Pathology Aspects of Motor Vehicle Fatalities”, Advanced OWI Prosecution Course, Augusta, MI, September 2009

“Rethinking SIDS – Proposed Subclassification of SIDS”
Michigan Association of Medical Examiners Annual Meeting, Mt. Pleasant MI, October 2004

“Integrated Forensic and Academic Neuropathology in a Regionalized Autopsy Center, University of New Mexico Pathology Grand Rounds, February 2002

“Biological and Chemical Agents of Terrorism”, Advances in Forensics Conference, Gallup, NM, December 2001

“Gunshot Wounds”, 28th Medicolegal Investigation of Death Forensic Science Seminar, Albuquerque NM, September 2001

“An Unusual Case of Hanging”, 28th Medicolegal Investigation of Death Forensic Science Seminar, Albuquerque NM, September 2001

“Immunocytochemical Localization of Hantavirus in the CNS of Patients with Hantavirus Cardiopulmonary Syndrome” Platform presentation at the 77th Annual Meeting of the Am. Assoc. of Neuropathologists, Chicago IL, June 21-24, 2001

“Ehlers-Danlos Syndrome, Vascular Type”, University of New Mexico Pathology Grand Rounds, May 2000

“Death of a Gold Miner”, 26th Medicolegal Investigation of Death Forensic Science Seminar, Albuquerque, NM, September 1999

“Genotypic and Phenotypic Antiretroviral Resistance Testing”, University of New Mexico, Medical Technologist Continuing Medical Education, August 1999

“Automobile Airbag-Related Injuries and Fatalities”, University of New Mexico Pathology Grand Rounds, April 1998

PUBLICATIONS/ABSTRACTS

Ton E, Stevens C, Moorman P, Markey M, Hunter B, Bush R, Jones P. Thirteen Cases of Valeryl Fentanyl in Michigan a Call for Expanding Opioid Testing. The American Journal of Forensic Medicine and Pathology: 2021 Dec 42(4): 367-372.

Markey CN, Markey, MA, Hansma, PA, and Vogelsberg LR. “The Frequency of Cannabinoids in a Medical Examiner Population”. Abstract in the Proceedings of the American Academy of Forensic Sciences 71st Annual Scientific Meeting; page 893 – Poster Presentation, 2019.

Isa MI, Hefner JT, Markey MA. Application of the Stephan et al. Chest Radiograph Method to Decomposed Human Remains. Journal of Forensic Sciences 2017 Sept: 62(5): 1304-1307.

Shvartsbeyn M, Phillips GK, Markey MA, Morrison AL, DeJong JL, Castellani RJ. Cocaine-induced Intracerebral Hemorrhage in a Patient with Cerebral Amyloid Angiopathy. Journal of Forensic Sciences 2010 Sept: 55(5): 1389-1392.

Croft PR, Markey MA, deJong JL, and Elieff MP. "Histologic Diagnosis of Amniotic Fluid Embolism: Providing Context Through Immunohistochemistry". Abstract in the Proceedings of the American Academy of Forensic Sciences 62nd Annual Scientific Meeting; pages 313-314 – Platform Presentation, 2010.

Silver SA, deJong JL, Croft PR, Markey MA, and Elieff MP. "MAPS: How a Statewide Pharmaceutical Database Improves Death Investigation" Abstract in the Proceedings of the American Academy of Forensic Sciences 62nd Annual Scientific Meeting; pages 306-307 – Platform Presentation, 2010.

McClellan AL, Foran DR, Croft PR, deJong JL, Markey MA. "The Persistence of Foreign DNA Under Fingernails". Abstract in the Proceedings of the American Academy of Forensic Sciences 61st Annual Scientific Meeting; page 73 – Platform Presentation, 2009.

Castellani RJ, Grothous HF, Croft PR, Markey MA, deJong JL. "Sudden Death in Epilepsy: A Review of 51 Consecutive Cases". Abstract in the Proceedings of the American Academy of Forensic Sciences 61st Annual Scientific Meeting; page 238 – Platform Presentation, 2009.

Croft PR, deJong JL, Markey MA, Smith, M. "Levorphanol, Dextromethorphan, and a Case of (Probable) Mistaken Identity". Abstract in the Proceedings of the American Academy of Forensic Sciences 61st Annual Scientific Meeting; pages 264-265 – Platform Presentation, 2009.

deJong JL, Markey MA, Castellani RJ. "Stairway Related Deaths: An Analysis of Autopsy Findings of Individuals Found Dead at the Bottom of a Stairway". Abstract in the Proceedings of the American Academy of Forensic Sciences 60th Annual Scientific Meeting; page 299 – Platform Presentation, 2008.

Phillips DG, deJong JL, Markey MA, Castellani RJ. Cocaine Induced Intracerebral Hemorrhage in a Patient with Cerebral Amyloid Angiopathy: A New Risk Factor for Stroke in Cocaine Users. Abstract in the Proceedings of the American Academy of Forensic Sciences 60th Annual Scientific Meeting; page 259 – Platform Presentation, 2008.

Markey M and Zumwalt R. "Fatal Carbon Monoxide Poisoning Following Detonation of Explosives in an Underground Mine: A Case Report". Am J Forensic Med Pathol. 2001 Dec;22(4):387-90

Markey M, Hjelle B, and Becher, M. "Immunocytochemical Localization of Hantavirus in the CNS of Patients with Hantavirus Cardiopulmonary Syndrome" J Neuropathol Exp Neurol 2001 May; 60(5): 509

Kornfeld M, Markey, M, and Hart, B. "Cerebral Calcinosis and Systemic Lupus Erythematosus" J Neuropathol Exp Neurol 2001 May; 60(5): 528.

Markey M, Havlik D, Bollinger B, Zumwalt R, and Becher M. "Integrated Forensic and Academic Neuropathology in a Regionalized Autopsy Center" Abstract presented at the 2001 Annual Meeting of the National Association of Medical Examiners, Richmond VA, October 2001.

Christopher Alan Hauch, MD

Diplomate, American Board of Pathology

christopher.hauch@umhsparrow.org | christopherhauch@gmail.com | (989) 392-7191

EMPLOYMENT EXPERIENCE

Forensic Pathologist and Neuropathologist University of Michigan Health-Sparrow Forensic Pathology University of Michigan Health-Sparrow, Lansing, MI	April 2022 – Present
Assistant Professor, Forensic Pathology and Neuropathology William L. Jenkins Forensic Center Quillen College of Medicine East Tennessee State University, Johnson City, TN	April 2021 – April 2022
Forensic Pathologist and Neuropathologist El Paso County Coroner's Office Colorado Springs, CO	July 2020 – March 2021

POST-GRADUATE TRAINING

Forensic Pathology Fellowship Southwestern Institute of Forensic Sciences University of Texas Southwestern Medical Center, Dallas, TX	July 2019 – June 2020
Neuropathology Fellowship University of Texas Southwestern Medical Center, Dallas, TX	July 2017 – June 2019
Anatomic Pathology Residency, <i>Chief Resident 2016 to 2017</i> University of Texas Southwestern Medical Center, Dallas, TX	July 2014 – June 2017

EDUCATION

Doctor of Medicine, <i>Highest Honors</i> Ross University School of Medicine, Portsmouth, Dominica	September 2010 – March 2014
Bachelor of Science, Biomedical Science, <i>Summa Cum Laude</i> Western Michigan University, Kalamazoo, MI	September 2005 – April 2009

BOARD CERTIFICATIONS & MEDICAL LICENSURE

Board Certified in Forensic Pathology American Board of Pathology	October 2020
Board Certified in Neuropathology American Board of Pathology	August 2019
Board Certified in Anatomic Pathology American Board of Pathology	August 2017

State of Michigan Physician License
License No. 4301111213

November 2016 – Present

United States Medical Licensing Examinations

USMLE Step 3 (239)

August 2015

USMLE Step 2CS (Pass)

May 2013

USMLE Step 2CK (262)

June 2013

USMLE Step 1 (261)

June 2012

Educational Commission for Foreign Medical Graduates Certification

May 2014

TEACHING & MENTORSHIP EXPERIENCE

Medical Student Research Mentor

May 2021 – July 2021

East Tennessee State University, Johnson City, TN

- Served as principal investigator on three different medical student research projects as part of the Quillen College of Medicine Summer Research Program.
- Topics of investigation include death statistics for eight counties in East Tennessee, incidence of neurodegenerative disease in those that die by suicide, and incidence of FTLT-DTP43 in the homeless.

Brain Cutting Sessions, ETSU Pathology Residents and Medical Students

April 2021 – April 2022

East Tennessee State University Johnson City, TN

- Hold weekly interactive sessions centered on the gross neuroanatomy and neuropathology of brains and/or spinal cords submitted for formal evaluation.
- Describe and discuss neuroanatomy and gross neuropathology.
- Correlate gross neuropathologic findings with cause and manner of death.

Pathology Resident Lecturer

April 2021 – April 2022

East Tennessee State University, Johnson City, TN

- Prepare and deliver Power Point-based lectures to the ETSU pathology residents as part of their regularly scheduled morning educational series.
- Lecture topics include craniocerebral trauma, infections and inflammatory conditions of the central and peripheral nervous system, demyelinating disorders, infarcts and other vascular disorders, tumors of the central nervous system, and pediatric neuropathology.

Visiting Professor, Department of Pathology

April 2018

Ross University School of Medicine, Knoxville, TN

- Prepared and delivered six and a half hours of Power Point-based lectures to pre-clerkship medical students.
- Outlined and explained fundamental concepts of histopathology, pathophysiology, and mechanisms of disease.
- Integrated basic pathologic principles into clinical medicine.
- Lectures covered pathology of pregnancy, infancy and childhood, and breast.

Gross Neuroanatomy and Neuropathology Instructor, Medical Students
University of Texas Southwestern Medical Center, Dallas, TX

October 2017, 2018

- Led interactive learning sessions centered on gross neuroanatomy and the principles of neuropathology and neuropathologic processes
- Identified and discussed the major anatomic structures of the cerebral cortex, cerebellum, brainstem, and characteristic gross features of neuropathologic processes.
- Correlated neuroanatomic structures with neurophysiologic function as well as basic neuropathologic processes.
- Covered topics including multiple sclerosis, leukodystrophy, primary and metastatic neoplasms, infarcts, intraparenchymal hemorrhage and fat emboli.

Pathology Small Group Facilitator, Pre-Clerkship Medical Students
University of Texas Southwestern Medical Center, Dallas, TX

August 2015 – December 2018

- Led interactive learning sessions incorporating basic histologic and pathologic principles into clinical medicine.
- Utilized virtual histology slides, gross images and detailed clinical vignettes for each teaching session.
- Administered multiple choice quizzes and provide explanations of the answers and quiz content.
- Covered topics including neoplasia, genetics, cellular injury, inflammation and repair, immunology, skin, bone, soft tissue, cardiovascular, respiratory, endocrine, gastrointestinal, genitourinary, renal, gynecology, breast, peripheral and central nervous system.

AWARDS & HONORS

Bruce D. Fallis Teaching Award, *May 2019*

University of Texas Southwestern Medical Center, Dallas, TX
- Annual award given to those that exemplify Dr. Bruce D. Fallis' dedication to teaching medical students and pathology residents.

SCHOLARLY ACTIVITY

Cecilia Dusek, MD, Elena Daoud, MD/PhD, Jeffrey Barnard, MD, **Christopher Hauch, MD**, Charles White III, MD. Neurodegenerative Disease Pathology is Common in Older Homeless Decedents. National Association of Medical Examiners poster presentation. October 2022.

Alok K Sinha and **Christopher Hauch**. An unusual case of Staphylococcus epidermidis aortic valve endocarditis. College of American Pathologists poster presentation. October 2022.

Peer Reviewer, Cureus Journal of Medical Science. Reviewed one article in 2022.

Andrew Hicks and **Chris Hauch**. Drug-Related Death Trends in and around East TN. Quillen College of Medicine Summer Research Symposium poster presentation. East Tennessee State University. September 2021.

Youssef B; **Hauch CA**, Contusion hematomas in cerebral hemispheres, Global Library of Scientific Images, <https://globallibraryofscientificimages.com/single/2021/05/contusion-hematomas-in-cerebral-hemispheres>. May 2021.

Travis Danielsen, MD, **Christopher Hauch, MD**, Leon Kelly, MD, Charles L White, III, MD. Chronic traumatic encephalopathy (CTE)-type neuropathology in a young victim of domestic violence. Letter to the Editor. Journal of Neuropathology and Experimental Neurology, Volume 80, Issue 6, June 2021, Pages 624-627.

Travis Danielsen, MD, **Christopher Hauch, MD**, Leon Kelly, MD, Charles L White, III, MD. Chronic traumatic encephalopathy (CTE)-type neuropathology in a young victim of domestic violence: A case report. American Association of Neuropathologists virtual poster presentation. June 2020.

Elena V. Daoud, MD, PhD, **Christopher Hauch, MD**, Travis Danielsen, MD, Rati Chkheidze, MD, Paul Yell, MD, Bret Evers, MD, PhD, Dennis K. Burns, MD, Jack Raisanen, MD, Chan Foong, MS, Ping Shang, Jeffrey J Barnard, MD, and Charles L White III, MD. Characterization of LATE in Subjects with Neurodegenerative Disorders in a Forensic Autopsy Population. American Association of Neuropathologists virtual poster presentation. June 2020.

Hauch C, Ogden E. A Fatal Case of Occupational Hydrogen Sulfide Exposure and Sewage Aspiration: Sewage Happens. National Association of Medical Examiners poster presentation. October 2019.

Hauch C, JJ Barnard, Danielsen T, Yell P, Chkheidze R, Evers B, Burns DK, Raisanen J, White CL III. The presence of comorbid neurodegenerative disease in the forensic setting: The rule rather than the exception? National Association of Medical Examiners poster presentation. October 2019.

Hauch C, Danielsen T, Barnard JJ, Quinton RA, Evers B, Burns DK, Raisanen J, White CL III. Frequency of neurodegenerative disease pathology in elderly subjects who die by suicide. American Association of Neuropathologists poster presentation. June 2019.

PROFESSIONAL ORGANIZATIONS & ACTIVITIES

American Association of Neuropathologists

National Association of Medical Examiners

Michigan Association of Medical Examiners

Michigan Society of Pathology

David Moons, M.D., Ph.D.
Assistant Medical Examiner
Sparrow Forensic Pathology Services
1215 E. Michigan Ave Lansing, MI 48912
Phone: (517) 364-2561
Email: David.Moons@sparrow.org

Education and Training

Education

- 1997 BS, Biological Sciences, University of Illinois at Chicago, Chicago, IL
- 2007 MD, PhD, Medicine and Molecular Genetics, University of Illinois at Chicago, Chicago, IL

PostDoctoral Training

- 2007-2010 Residency, Anatomic Pathology, University of Michigan, Ann Arbor, MI
- 2010-2013 Fellowship, Gastrointestinal Pathology and Basic Research, University of Michigan, Ann Arbor, MI
- 2014-2015 Fellowship, Cytopathology, University of Michigan, Ann Arbor, MI
- 2015-2016 Fellowship, Forensic Pathology, University of Michigan, Ann Arbor, MI

Certification And Licensure

Certification

- Anatomic Pathology - American Board of Pathology
- Cytopathology - American Board of Pathology
- Forensic Pathology – American Board of Pathology

Licensure

- State of Michigan, Medical License

Academic, Administrative, Clinical, and Research Appointments

- 07/2010-06/2013 Clinical Lecturer in the Department of Pathology, University of Michigan, Ann Arbor, Michigan
- 07/2016-02/2019 Assistant Clinical Professor of Pathology, University of Michigan, Ann Arbor, Michigan
- 03/2019-Present Assistant Medical Examiner, Sparrow Forensic Pathology Services (Ingham County, Eaton County, Ionia County, Isabella County, and Shiawassee County)

**ATTACHMENT B – Option 1
Pricing Proposal**

Please complete either Option 1 or Option 2.

VENDOR NAME: University of Michigan Health - Sparrow Lansing

Medical Examiner Services Pricing Proposal – Option 1

Administration fee to include: 1. Review and authorization of cremation permits; 2. Review of deaths reported not requiring autopsies and death certificates produced and delivered to funeral director within limits required by law; 3. Administration of the office and records including all standard office supplies and equipment; 4. Attendance at Child Death Review Team meetings, at court proceedings, and meetings/communications with families and other interested parties; 5. All remaining miscellaneous administrative services.	\$ _____ annually Payable in 12 equal monthly payments for all autopsy services.
Complete autopsy to include: • Toxicology (including reference laboratory toxicology), • Forensic anthropology consultations, • Forensic entomology consultations, • Forensic dentistry consultations, neuropathology consultations, and Cardiovascular pathology consultations.	
Limited autopsy to include: • Toxicology (including reference laboratory toxicology), • Forensic anthropology consultations, • Forensic entomology consultations, • Forensic dentistry consultations, • Neuropathology consultations, and Cardiovascular pathology consultations.	
External examination to include: • Toxicology (including reference laboratory toxicology), • Forensic anthropology consultations, • Forensic entomology consultations, • Forensic dentistry consultations, neuropathology consultations, and Cardiovascular pathology consultations.	
Body Transport Services on an as-needed basis	\$ _____ per trip.
Annual increases, if any, will be based on what criteria?	

As a separate option, please provide the annual rate to assume all medical examiner services including MEI and transportation	\$ <u>\$226,315</u> (Payable in 12 equal monthly payments.)
---	---

Annual Increase of 6% in years two and three

**Medical Examiner
Office Proposal Created
for Ionia County
October 2024**



Office 231-510-6205 Fax 231-440-0806

MAIN@MMMEG.ORG

Ionia County Board and Administration,

Thank you for considering Mid Michigan Medical Examiner Group to fulfill Ionia County's comprehensive Medical Examiner Service needs. We are equipped to manage every facet of your medical examiner system with a robust infrastructure tailored to your specific county requirements. Our 30 years of experience and ongoing education enable us to expertly navigate the technical and legal challenges associated with unexpected deaths, from start to finish. MMMEG's services are designed to seamlessly integrate with your local operations, functioning as an in-house professional M.E. department. We are confident that our established and proven structure, currently serving 15 Michigan counties, will allow us to provide Ionia County with a reliable and high-quality M.E. system for years to come.

With Mid Michigan Medical Examiner Group (MMMEG) we are able to accommodate the chief medical examiner of your choice. The county ME Budget only has to account for two categories: 1) MMMEG Administrative Overhead Category, 2) As Necessary Case Related Category. We have many years of experience estimating county death case rates and expenses. We feel this is done quite well as majority of our counties are around the 66,000-population size. With MMMEG you only pay for what you use in cases and autopsies. The figures below represent operating within our current system of a full-service management system with professional contracted servicers. Please let us know if you have any questions regarding our tried and true structure.

We encourage each county to check into our reputation with surrounding counties; some in which we have served for decades. We continue to be known for our ability to effectively communicate and collaborate with local resources while delivering exceptional quality. I look forward to a follow up call to answer any detailed questions that you or any county stakeholder might have.

Sincerely,

Dr. Paul Wagner & Lisa Kaspriak





Our Group

The mission of the Mid-Michigan Medical Examiner Group is to provide professional, scientific, and compassionate forensic death investigation to our rural Michigan communities.

Staff

- Dr. Paul A Wagner, D.O.—Chief Medical Examiner
- Dr. Rudy Ochs, D.O. —Deputy Chief Medical Examiner
- Lisa Kaspriak, B.S. — Administrator
- David Turner, ABMDI-D — Chief Investigator
- Nicole H. — Office Manager / HR Director
- Taylor H., ABMDI-D— Educator/Deputy Chief Investigator
- Jennifer S. — Records Specialist
- Jennie M. — Staff Assistant





The Region We Serve





Transportation - Morgue - Mass Fatality Strengths

Most funeral homes prefer to remain involved in the transportation-autopsy process when they've been selected for funeral services. MMMEG coordinates with the funeral homes for transport, reimbursing them for services they are already prepared for, keeps the business local and efficient. We have made several phone calls to gauge interest from Ionia area funeral homes and received a positive response. Even with that interest, we have backup plans in place for Ionia County and can implement one of the proven transport systems currently used in other counties.

A morgue is usually only needed if next of kin cannot be found. MMMEG has storage privileges at the Big Rapids morgue for such long term cases. MMMEG's jurisdiction over multiple area counties significantly strengthens mass fatality preparedness. This broad coverage ensures seamless coordination and resource allocation, enhancing the region's ability to respond effectively to large-scale incidents.



Autopsy & Toxicology Services

The State of Michigan Medical Examiner statute requires each county to appoint a Medical Examiner and not a Forensic Pathologist. Autopsy and Toxicology services are contracted out as needed. Based on your published 2023 report only 22% of Ionia County cases received full autopsies.

We Do Not compromise on the quality of forensics we utilize for additional services. **MMMEG utilizes only quality Nationally Certified Forensic Pathologist for all of our referred autopsies.** We have the ability to utilize any of our current 3 locations with the ability to add an additional location at your request.

Autopsies should be seen similarly to a test that your primary care provider orders then has those professional results sent back to their office. And 95% of our autopsy cases are completed in less than 60 days and toxicology case completed within 3 weeks.

Toxicology services are something we pride ourselves in. We order autopsies when needed but also draw for "toxicology-only" when that makes medical sense to do so. We utilize a nationally acclaimed forensic lab that continually stays current on the latest drug detection systems. We also qualify for bulk discount pricing. We believe in creatively keeping cost down while maintaining the utmost in quality.



Medical Examiner Investigators

Each locally vetted and trained investigator will be taught according to National Standards of Death Scene Investigation as recommended by the National Institute of Justice. All investigators will be positioned to respond within 60 minutes to Ionia County addresses as independent contractors residing either within Ionia County or within 60 minutes of it. Law enforcement and the County Prosecutor can rely on a thorough, high-quality death scene investigation for every case, every time.

Our system takes pride in building strong relationships with vetted Medical Examiner Investigators while providing regular training and equipping them to uphold national standards. Each investigator is trained regularly to work toward certification with the American Board of Medicolegal Death Investigators, ensuring consistency and professionalism in every investigation.

Training & Outfitting in this Category paid included in MMEG ADMINISTRATIVE OVERHEAD

Per Case Reimbursement in this Category paid only as necessary under COUNTY M.E. BUDGET



Professionalism

100% Compliant in Gift of Life- Michigan Donation Law.

Full Office Staff available to assist Families, County Offices, Requests. All Funeral Home Requests for Death Certificates & Cremation Permits are completed within 24 hrs, unless the case is under unusual investigation.

We Maintain Professional Memberships and Advanced Field Education keeping Ionia County in the forefront of new technology and national death scene investigation standards. (ie. Immediate on-scene drug detection)

All data and records requests of Ionia County are compiled and released as appropriate. (ie Opioid Data, ect.)

Monthly Reports as well as Comprehensive Annual Reports provided to Ionia County. Helpful for DHHS and other local agencies in recognizing trends in the community.

Michigan Sudden Infant Death Reimbursement Claim Packets submitted for reimbursement to the county applicable child autopsies.

All "Unclaimed" decedents receive applications made by our office with MDHHS ensuring state coverage to provide adequate disposition unclaimed residents. Full Funeral Home support is provided here.



Cremation Permit Fees

We recommend maintaining the current Ionia County rate of \$50.
This fee to be paid directly to the county.

Ionia County Request for Proposals

Medical Examiner Services

Request for Proposals
Medical Examiner Services
Proposals Due: October 21, 2024 by 10:00 a.m.

Bid Summary

Commodity/Service Being Requested: Medical Examiner Services

The County of Ionia is soliciting closed sealed proposals for Medical Examiner Services for a five year contract. Enclosed for your consideration is a Request for Proposal (RFP).

To be considered for this engagement, the offeror must meet the qualifications and satisfy the requirements set forth in the RFP. Please submit your sealed proposal to the address listed below by October 21, 2024 at 10:00 a.m.

Ionia County Administration
Sealed Bid - Medical Examiner Services
101 W. Main St.
Ionia, MI 48846

Completed proposals must be received at the above address by October 21, 2024 at 10:00 a.m.

All questions should be directed to Patrick Jordan by email to pjordan@ioniacounty.org or Jami Elliott by email to jelliott@ioniacounty.org.

Section 1 – Narrative Responses addressing Scope of Work Components

Prelude:

The takeaway from the items in this section is summarized as follows. While we've included the formal details below for thoroughness, here's the real scoop:

MMMEG conducts death investigations in line with standards adopted by the National Association of Medical Examiners (NAME). Not every case will receive an autopsy, as NAME guidelines only recommend it in certain instances. Instead, MMMEG utilizes additional methods, above and beyond, such as CT scans, toxicology from a National Accredited Lab, and reviews of medical records and recent hospital procedures. For qualifying cases that do require an autopsy, all autopsies are performed in NAME-accredited facilities.

While MMMEG has 29 years of experience as a full-service Medical Examiner management company, we do not operate our own autopsy facility or employ pathologists directly. Instead, we maintain autopsy privileges with institutions like Corewell Health in Grand Rapids, Western Michigan University, and others, ensuring all services meet or exceed Michigan's Medical Examiner statute requirements.

MMMEG arranges autopsies within 24 hours of body release and ensures seamless coordination. Postmortem pathology fees, through subcontracted services, are reviewed before submitting to the county at pre-negotiated rates, ensuring cost efficiency. Although our management rates are fixed for the contract term, we have always worked to keep subcontractor fees within the 4% cap set by the Counties.

Lastly, MMMEG uses only Board-Certified Forensic Pathologists with extensive post-fellowship experience, ensuring the highest level of expertise and professionalism in all investigations.

Section 1 – Exception Clarification

1.3 SCOPE OF WORK

A. & E. Contractor will conduct a full investigation in accordance with standards “adopted” by (not “mandated”) by the National Association of Medical Examiners (NAME) except which cases will receive a full autopsy.

- i. Not all cases will receive an autopsy as “recommended” by NAME suggested standards of ordering.
- ii. In qualifying cases, MMMEG utilizes additional methods for diagnoses
 - 1. CT Scans
 - 2. Toxicology -Conducted through a National Accredited Lab
 - 3. Medical Records which also provide recent scans & Rx
- iii. However, EVERY Autopsy ordered by MMMEG will receive an autopsy in a facility that does hold that NAME Accreditation.
 - 1. While MMMEG is a full service M.E. Management Company with 29 years in business, we do not currently have the capital overhead of our own autopsy facility and hiring our own Pathologists. We do however, have current and upcoming autopsy ordering “privileges” with Grand Rapids, Corewell Health, Western Michigan University, Sparrow-UMICH Health, and McLaren Hospital. MMMEG provides quality and integrity standards meeting and exceeding all requirements of the State of Michigan Medical Examiner statute mandates.

1.4 AUTOPSY REPORTS AND DEATH CERTIFICATES

A. & E. “Conduct” Autopsies within twenty-four (24) hours of a body’s release from the scene of death....

- i. MMMEG will make full and complete “Arrangements” for such autopsies to be performed by the receiving autopsy facility.
 - 1. For 29 years, MMMEG has been arranging autopsy appointments and ensuring every aspect from scene, to chain of custody and the delivery of decedent’s records for an autopsy to be completed.

1.6 Compensation

D. Medical Examiner Investigator fees and body transport fees are to be paid by the County under separate arrangements. Contractor is not responsible for chief medical examiner investigator, medical examiner investigator and body transport fees.

- i. MMMEG would add that postmortem (including) pathology fees also be included in this section due to these services performed through a subcontract.

- a. MMMEG has always received a contracted rate from the accredited facilities and will ensure all expenses are true and correct before submitting them to the county for payment.

F. Contractor's management rate will be set for term of the contract.

Subcontractor rates will be reviewed and made available to the County by "the County's budget negotiation" time (not Jan 1).

The Contractor understands the rate should not exceed four percent (4%) for the subcontractors and will make every effort to work with the subcontractors for adherence.

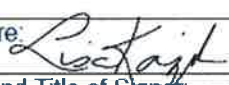
1.7 Key Personnel

A. , B., & C "Be a Pathologist"

- i. MMMEG is a full service M.E. Management Company with 29 years in business. We do not currently have the capital overhead of our own autopsy facility and supplying our own Pathologists.
- ii. MMMEG utilized only Board Certified Forensic Pathologists, granted by the American Board of Pathology, with a minimum of two (2) years of forensic pathology work experience beyond forensic pathology residency/fellowship training.

Section 2

2.1 Company Profile

Official Name of Bidder: Mid Michigan Medical Examiner Group, LLC		Type of Entity/Organization (check one): ☐ Corporation ☐ Joint Venture ☐ Limited Liability Partnership ☐ Partnership ☒ Limited Liability Corporation ☐ Non-Profit / Church ☐ Other: _____
Street Address: 2141 Plett Rd.		
City: Cadillac		
State: MI	Zip Code: 49601	
Website: www.MedicalExaminerGroup.com		
Primary Contact Name: Lisa Kaspriak		
Primary Contact Phone Number: 231-510-6205		Dun & Bradstreet (D&B) Number (if applicable): 117638660
Primary Contact Email Address: LISA@MMMEG.ORG		
Federal Tax ID Number: 82-2503379		
Has your company ever been debarred by the Federal Government? ☐ Yes ☒ No If yes, has it been lifted and if so, when?		
Has your company ever been debarred by State Governments? ☐ Yes ☒ No If yes, has it been lifted and if so, when?		
Brief history of your company, including the year it was established: Established in 1995, now serving 15 counties primarily focusing on a more advanced M.E. jurisdictional system.		
The individual below is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for a period of at least 90 days.		
Signature: 		
Name and Title of Signer: Lisa Kaspriak, Administrator MMMEG		
Date: October 14, 2024		

***Please include a current W-9 and evidence of insurance coverage as outlined in Section 4.3: Insurance Requirements.**

Founded in 1995 when Dr. Wagner was first appointed as a medical examiner, the company has since expanded to

Section 2.1

Current W-9

2024

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return. Name is required on this line. Do not leave this line blank.)
Mid Michigan ME Group

2 Business name/disregarded entity name (if different from above)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C-Corporation, S-S corporation, P-Partnership)
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
241 Platt Rd, PMB 111

6 City, state, and ZIP code
Cadillac MI 49601

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
 - -

or
Employer identification number
82-2503379

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person Alicia Koppiah

Date 1-1-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other

SECTION 2.1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peterson McGregor Insurance 1573 N. Mitchell St Cadillac MI 49601		CONTACT NAME: MaryMichael Baker PHONE (A/C, No, Ext): 231-946-4020 FAX (A/C, No): 231-775-1339 E-MAIL ADDRESS: marymichael.baker@highstreetins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Mutual Insurance Co	
		INSURER B: Hiscox Insurance Company Inc.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1153205892 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER: Professional			MPL4400440	2/12/2024	2/12/2025	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-33G-B21P47-014	1/25/2024	1/25/2025	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks & schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SECTION 2.2

2.2 Certificate of Compliance with Public Act of 517 of 2012

I certify that neither (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded Contract as a result of this Invitation to Proposal, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Name of Company: Mid Michigan Medical Examiner Group, LLC
By: Lisa Kaspiak
Title: Administrator, Owner
Date: October 14, 2024

Lisa Kaspiak

Matthew Kempf
Notary Public, State of Michigan
County of Muskegon
My commission expires 04/10/2025
Acting in Newaygo County

Notary	
State of <u>Michigan</u>	
County of <u>Muskegon</u>	Sworn to and subscribed before me, a
	notary public in and for the above state and county,
on this <u>14th</u>	
day of <u>Oct.</u> , 20 <u>24</u>	
Notary Public <u><i>Matthew Kempf</i></u>	
My commission expires: <u>4/10/2025</u>	

SECTION 2.2

2.3 Proposal Submission Checklist

To enable consistent Proposal evaluation, the following Proposal Contents/Format has been developed.

FAILURE TO SUBMIT THE REQUESTED DOCUMENTS COULD RESULT IN DETERMINING THE SUBMISSION AS NON-RESPONSIVE AND REJECTED.

Complete?	Item Description
	Section 1 – Bidder Responses: Bidders may provide narrative responses/information to address any Scope of Work components.
	Section 2.1 – Company Profile
	Section 2.2 – Certificate of Compliance with Public Act 517 of 2012
	Section 2.3 – Proposal Submission Checklist
	Attachment A - Questionnaire
	Attachment B – Pricing (either Option 1 or Option 2)
	Addendum Signature Page (s) *(If applicable)

Submitted proposal contains all completed forms/certifications as listed above:

Authorized Signature:
Printed Name of Authorized Representative:
Title:
Date:

ATTACHMENT A

Questionnaire

1. Overview of Services:

A. Conducting Inquiries into Deaths Reported to the Ionia County Medical Examiner's Office

- **Investigative Standards:** We ensure that all death inquiries and investigations comply with the standards of death scene investigation as published by the National Institute of Justice (NIJ) in "Every Scene Every Time."
- **Training:** Our office attends National Medical Examiner trainings three times per year to stay up to date on the latest death scene standards and investigation practices.
- **Process:** Our investigation protocol includes a multi-tiered review system. Cases are overseen by the Chief Medical Examiner, managed by the Chief Investigator, and involve on-site examinations by trained investigators. Every case undergoes two levels of Quality Assurance to ensure accuracy and compliance with forensic standards.
- **Example:** Our case management system, MDILog, is currently used by Ionia County. Continuing with MDILog will ensure a seamless transition for maintaining records and documentation.

B. Engaging Medical Examiner Investigators for Timely Death Scene Investigations

- **Team:** We employ a sufficient number of locally vetted and nationally trained Medical Examiner Investigators, working toward the American Board of Death Scene Investigators certification.
- **Promptness:** These investigators are trained to comply with national standards for death scene investigations, ensuring timely responses in Ionia County.
- **Example:** With investigators stationed across mid-Michigan, including in Montcalm County, we guarantee timely deployment to death scenes in Ionia County. Our standard response time is 60 minutes or less in 95% of cases.

C. Maintaining Cooperative Relationships with Ionia County Health Department, Prosecutor, and Law Enforcement

- **Collaboration:** We emphasize strong, cooperative relationships with local authorities, including the Health Department, County Prosecutor, and law enforcement agencies.
- **Communication:** Open communication is central to our operations, ensuring

effective coordination in all death investigations.

- **Example:** Regular briefings and updates will be encouraged to ensure transparency and alignment with the Ionia County Health Department and legal authorities.

D. Responding to Inquiries and Providing Necessary Communications

- **Availability:** Our team is fully equipped to handle all communications and inquiries related to death investigations. We maintain full-time office staff as well as 24/7 medical staff to ensure availability for urgent matters.

E. Performing Forensic Autopsies According to Michigan and NAME Standards

- **Standards:** All forensic autopsies are conducted by Board-Certified Forensic Pathologists in accordance with the requirements of the State of Michigan and NAME (National Association of Medical Examiners) standards.
- **Specialized Testing:** These autopsies include all necessary specialized testing, such as forensic neuropathology, toxicology, radiology, and anthropology, to ensure a comprehensive examination and determination of cause and manner of death.
- **Example:** We complete 95% of autopsies within 60 days, and toxicology reports are typically available within 3 weeks, ensuring timely and accurate results.

F. Processing Death Certificates and Cremation Permits in a Timely Manner

- **Efficiency:** We ensure that all death certificates and cremation permits are processed within 24 hours unless under special investigation.
- **Support:** Our office staff works closely with funeral directors and the Ionia County Clerk's Office to ensure all documentation is accurate and timely, as required by law.
- **Cremation Permits:** We maintain detailed records of all cremation permits issued and submit monthly reports to the County for billing purposes.

G. Participation in Death and Child Death Reviews

- **Engagement:** Our team actively participates in death reviews and child death review team meetings, providing necessary information and insights to assist in these sensitive cases.
- **Example:** We contribute expert input in community and child death reviews to enhance public health and safety.

H. Participation in Court Proceedings When Requested

- **Expert Testimony:** Our forensic pathologists, who have extensive experience in professional testimony, regularly provide expert witness services in court proceedings, including wrongful death cases.
- **MMMEG Services:** The official Medical Examiner is also available to provide testimony as requested.

I. Attending Meetings with County Officials as Needed

- **Collaboration:** We maintain an open and cooperative relationship with all County officials, ensuring regular communication and coordination.
- **Example:** Our team is readily available to attend meetings with County officials and other stakeholders to discuss ongoing investigations and provide operational

updates.

J. Providing Equipment for Standard Death Investigations

- **Resources:** Our investigators are fully equipped with the necessary tools for death investigations, including body bags, identification tags, and personal protective equipment.
- **Compliance:** We ensure that all equipment meets safety and forensic standards.

K. Ensuring Personnel Meet Education and Certification Requirements

- **Compliance:** We ensure that all personnel, including our locally trained Medical Examiner Investigators, maintain the required education and certifications according to Michigan law.
- **Continued Education:** Our staff also participates in continuing medical education (CME) to stay updated on the latest forensic science developments.

L. Ensuring Availability of Deputy Medical Examiner

- **Contingency:** We have a detailed contingency plan in place to ensure that when the Medical Examiner is unavailable, a qualified Deputy Medical Examiner, with similar qualifications and expertise, is available to perform all necessary duties.
- **MMMEG Services:** This guarantees that all cases are handled promptly and professionally, regardless of the availability of the primary Medical Examiner.

ATTACHMENT A

Questionnaire

2. Curriculum Vitae of Forensic Pathologists performing Autopsies

Dr. Stephen Cohle, MD

- **Position:** Chief Medical Examiner, Kent County, MI
- **Education:** Dr. Cohle has decades of experience in forensic pathology, specializing in death investigations, forensic toxicology, and autopsies.
- **Experience:** He has led the Kent County Medical Examiner's Office for several years and is a recognized expert in Michigan, often consulted for complex forensic cases.

Dr. David Start, MD

- **Position:** Chief Medical Examiner, Ottawa County, Deputy Chief Medical Examiner, Kent County
- **Education:** Medical degree from the University of Texas Southwestern Medical School (1990); Residency at the University of Michigan (1995); Fellowship in forensic pathology at Dade County Medical Examiner Department (1996).
- **Certifications:** Board-certified in anatomic and clinical pathology (since 1995) and forensic pathology (since 1997).
- **Special Interest:** Forensic pathology.
- **Experience:** Over two decades of experience serving multiple counties, specializing in autopsy and forensic pathology services.

Dr. Patrick Hansma, DO

- **Position:** Deputy Medical Examiner, Western Michigan University
- **Education:** Medical degree from Michigan State University College of Osteopathic Medicine; Residency at William Beaumont Hospital, Royal Oak, MI; Fellowship at Cuyahoga County Medical Examiner's Office.
- **Certifications:** Board-certified forensic pathologist.
- **Experience:** Served as Deputy Medical Examiner for multiple counties in Michigan, with expertise in forensic pathology and death investigation

Dr. Anna Tart, MD

- **Position:** Forensic Pathologist, Western Michigan University
- **Education:** Medical degree and residency in anatomic/clinical pathology from the University of Arkansas for Medical Sciences; Fellowship at Hennepin County Medical Examiner's Office, MN.
- **Certifications:** Board-certified forensic pathologist.
- **Special Interests:** Mentorship, workforce recruitment, and epidemiology

Dr. Jared Brooks, MD

- **Position:** Assistant Medical Examiner, Western Michigan University
- **Education:** Medical degree from the University of Washington; Residency in anatomic pathology at the University of California, Irvine; Fellowship in forensic pathology at Western Michigan University.
- **Certifications:** Board-certified forensic pathologist.
- **Special Interests:** Medical education, quality improvement, and railroad-related fatalities

ATTACHMENT A

Questionnaire

3. Qualifications of the proposed Medical Examiner to be assigned to the County

Dr. Paul Wagner, D.O.

- Position: Medical Examiner, Hart, Michigan
- Education: Dr. Wagner attended Michigan State University College of Osteopathic Medicine, where he received his medical degree.
- Certifications: Board-certified in forensic pathology.
- Experience: Dr. Wagner has extensive experience as a Medical Examiner, having worked across rural Michigan communities. He has successfully performed numerous autopsies and death investigations and has a deep understanding of forensic pathology.
- Training: In 1995, Dr. Wagner attended a specialized curriculum on Medical Examiner Systems in Michigan, led by Dr. Stephen Cohle, a renowned forensic pathologist. This program provided him with critical insights into building and managing county medical examiner systems.
- Continuing Medical Education (CME): Dr. Wagner participates in continuing education through the review of medical periodicals and journals, keeping him current in the forensic determination of cause and manner of death. He engages with peer-reviewed publications in forensic pathology and attends CME-accredited courses focusing on forensic medicine. These CME activities allow him to stay updated on the latest techniques and best practices in forensic pathology.

4. It is certified that the above medical examiners are currently licensed to practice medicine in the State of Michigan. Per the Michigan Medical Examiner statute, Dr. Paul Wagner, meets this qualification. We further certify that the 5 Forensic Pathologists listed above are additionally board certified in forensic pathology. For additional inquiries please see the LARA Michigan website <https://aca-prod.accela.com/MILARA/GeneralProperty/PropertyLookUp.aspx?isLicensee=Y&TabName=APO>

ATTACHMENT A

Questionnaire

5. Certifications and Accredited Training Opportunities

In the event of an award, MMMEG provides *ongoing monthly training opportunities* that cover all necessary topics for successful certification through the national American Board of Medicolegal Death Investigators (ABMDI) testing. Additionally, each Medical Examiner Investigator (MEI) has access to *unique casework* in neighboring counties under our jurisdiction, offering exposure to a broader range of cases and situations, which further enhances their practical experience and professional development.

6. Backup Availability of Medical Examiner Investigator

Yes, MMMEG will provide back-up in the event that the Medical Examiner Investigator is unavailable due to other cases. Given that we maintain jurisdiction in neighboring counties, urgent coverage as well as *mutual aid* ensures timely support. Our estimated time of arrival upon notification is typically within 60 minutes in 95% of cases, depending on the location and circumstances such as weather.

7. Case Records Maintenance and Format

MMMEG uses MDILog, the same system currently in place in Ionia County, ensuring a seamless transition and continuity in record management.

8. Policies and Procedures

Our office's written policies and procedures are available electronically. You can access the full document through the following link:

https://drive.google.com/drive/folders/0B7b_Aln_HVTwNWxFM2JaT005Vke?resourcekey=0-KCZIS9HuLMzpYsZU5Mqaw&usp=sharing Here].

Attachment B- Option 1 Pricing Proposal

Ionia				Annual Amount	
Fixed	Administrative Fee	Per Contract	(Population 66,804)	\$79,057	
Case Related Cost (Surplus stays with county)	Autopsy - All Types -(\$ 19 @ 3,043 ea) & 38 Toxicology	19 autopsy - 38 Toxicology		\$ 67,697	
	Body Transport Services	19	<\$625	\$ 11,250	
	Investigations by local MEI's	108		\$ 45,760	
	Mileage for Investigations	108	\$25/avg ea	\$ 2,700	
			Subtotal Expense	\$ 206,464	
Estimated -only paid on based on	Cremation Permit Expense (25% of Revenue Crem. Perm. Deposits)	440	\$ 12.50	\$ 5,500	
One Time	One Time Set Up Fee				\$ 6,510
			Total Expense	\$ 211,964	
County Revenue Estimate	Cremation Permit Revenue(Paid to Ionia County)	440	\$50	\$ (22,000)	
Annual Increase 3%				\$ 189,964	

Thank you for your consideration.

I look forward to answering any questions you may have.

Feel free to call or email

231-510-6205

Lisa@mmmeg.org

Lisa Kaspriak

Administrator

Mid Michigan Medical Examiner Group

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

November 26, 2024

CONTACT:

Patrick Jordan, County Administrator

DESCRIPTION:

Consider structural changes to the Board of Commissioners compensation schedule to bring Commissioners' compensation in line with comparable counties in our region.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None.

FINANCIAL ANALYSIS:

Estimated total increase of \$31,434 in 2025. Effective date of new schedule will be Jan. 1, 2025.

LEGAL REVIEW:

None needed

DEADLINE:

None.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Move to authorize proposed changes to pay structure for Board of Commissioners effective January 1, 2025:

Compensation:

-Board Chair	\$11,000/year	(Increased 2% per year)
-Commissioners	\$10,000/year	(Increased 2% per year)

-Mileage at rate established by IRS annually.

-Per diem \$50 for meetings up to 3 hours, \$75 for meetings over 3 hours: applies to Board of Commissioner meetings, appointed Committee meetings, community business meetings within Commission districts.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends

2024 Elected Officials and Chief Deputies Salary Study- as of 02/23/2024

Position Title	Barry County	Ionia County	Montcalm County	Average of All 3	Average of Barry & Montcalm
ELECTED OFFICIALS					
Board Commissioner Chairperson	\$14,729.00	\$8,250.00	\$14,925.00	\$12,634.67	\$14,827.00
Board Commissioner	\$13,646.00	\$7,250.00	\$13,564.00	\$11,486.67	\$13,605.00
Additional Compensation	Mileage	Mileage at rate established annually by the IRS. Per diem for all Board mtgs, committee mtgs per appointment, and community business meetings within Commissioner Districts: \$50 for meetings up to 3 hours, \$75 for meetings over 3 hours.	Per diem of \$40 per half day, \$60 for full day.		

2023	Per Diem	Mileage
David Hodges	\$4,075.00	\$1,818.28
Scott Wirtz	\$2,350.00	\$269.28
Larry Tiejema	\$3,050.00	\$713.18
Phil Hesche	\$2,375.00	\$1,046.69
Gordon Kelley	\$3,350.00	\$606.52
Jack Shattack	\$3,635.00	\$780.00
Terry Frewen	\$2,931.00	\$1,805.92
Total	\$21,766.00	\$7,039.87
Average	\$3,109.43	\$1,005.70

Board Chair - Current	
Salary	\$8,250.00
Average Per Diem	\$3,109.00
Average Mileage	\$1,005.00
Total	\$12,364.00

Commissioners - Current	
	\$7,250.00
	\$3,109.00
	\$1,005.00
Total	\$11,364.00

	2024	2025
2025 Chairperson	8250	11000
2025 Commissioners (6)	43500	60000
Average mileage (7)	7042	7042
Pe diem	21763	21763
	82579	101830
2025 Budget Implication	Increase of \$19,251	

Recommendation:

-Board Chair: \$11,000/year (increased 2% annally)
Commissioners: \$10,000/year (increased 2% annually)

-Mileage rate determined annually by the IRS.

-Per diem for all Board mtgs, committee mtgs per appointment, and community business meetings within Commissioner Districts: \$50 for meetings up to 3 hours, \$75 for meetings over 3 hours.

-Health and Life Insurance Benefits - current

-County's portion of health insurance Budgeted for a 5% increase in 2025
Single/year \$ 8,309 \$ 8,724
Double/year \$ 18,283 \$19,197
Family/year \$ 24,097 \$25,303
HSA: Single \$600/Double or Family \$1200

-Life Insurance - approximately \$ 470/year



Semi-Annual Report

November 2024

Ionia County Commission on Aging
115 Hudson Street Ionia MI 48846
(616) 527-5365 • iccoa@ioniacounty.org

Semi-Annual Report

The goal of the Ionia County Commission on Aging is to strengthen the well-being of all Ionia County Senior Citizens and to be the cornerstone of support services for their continued independence.

Services we provide are delivered in client homes, at satellite sites throughout the county and at our Senior Center in downtown Ionia.

Annually, we poll clients to learn how we might improve current services and how we might develop new services or resources to address needs in our community. Each year this feedback is crucial in developing plans for the new year. And each year polling gives results that both challenge and inspire us to best serve Ionia County.

We've just completed this process and we are happy to share our plans for the new year with you.

Completing renovations on our facility in FY 2025 remains a key deliverable for our clients and for our agency. Feedback on the renovations completed in 2022 were universally positive. Our goal in completing renovations is to provide a solid foundation for our agency for decades to come. A list of other key deliverables follows along with a look back at FY 2024.

Our vision for the future is encapsulated in our Senior Center in downtown Ionia. To respect our past, and plan for the future, our facility is a welcoming destination for social interaction, enriching programming and a hub for information, where seniors have a voice and a hand in both content and community.

Thank you for your support of our efforts, and of our seniors, in Ionia County!

Carol Hanulcik

Director

Agency goals for fiscal year 2025

- Renovate the other half of our facility – adding space to meet confidentially with clients, completing an essential refresh of our kitchen and replacing ductwork and separating HVAC runs for kitchen/office space.
- Fill vacant positions/hours and become “fully staffed” in order to meet increased need.
- Work to reduce or eliminate the Waiting List for Direct Care Services (Homemaker and Respite).
- Continue to develop and raise the profile of other services that support caregivers such as Memory Café, Caregiver Support Group and Respite Certificates. Launch the Blue Skies Adult Day Program, providing a low-to-no-cost option for Ionia County residents, one day per week.
- Continue to help Seniors become more **tech savvy** – to stay connected with family and friends, to access online programming and services, to stay informed on current events, and to improve cognition.
- Bring on more volunteers! This will help us to deliver more Senior Center Activities, add more Transportation hours and help ensure 5-day-per-week Meals on Wheels delivery.

ICCOA Services Delivered
Fiscal Year 2024 Recap - Oct 1, 2023 – Sept 30, 2024¹

Registered Clients² • Demographics

Individuals Registered	FY 2024	2,185
Average Age		75.4
Average % fpl ³		148.9%

Most ICCOA services are not based on a client's ability to pay, but rather on client's need for assistance to remain in their home. Client support is made through donations, cost sharing or through private payment.

In FY 2024, clients contributed nearly \$72,000 toward the cost of Meals on Wheels, almost \$18,000 for Homemaker and Respite Services and \$5,800 for Wellness Programming. These are client donations only and do not include other community support.

The last several years indicate the average age for registered clients is increasing.

Full Client & Caregiver Assessments Completed

Fiscal year 2024	953
Fiscal year 2023	913
Fiscal year 2022	895
Fiscal year 2021	880

The number of full client assessments continues to increase, over 53% since 2016. This is one of our best indicators of increased need. Assessments determine an individual's priority score, based on indications of need for assistance, for instance: health of the client, if there is family or other support available, if the client is isolated, whether a client is able to perform various activities of daily living and so forth.

Full Client/Caregiver assessments by a caseworker are required for Meals on Wheels, Homemaker and Respite Services, Adult Day Services and for EightCAP's Senior Companion Program.

¹ Numbers and Units are preliminary as our fiscal year has only just closed.

² Not all clients who are helped by our agency are registered for services, and all registered clients may not receive a service which records a unit of service. Transportation clients are not included in this count, see Transportation Summary for more information.

³ <https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines>

Core Services, Departments and Staff

Units delivered are for the period October 1, 2023 – September 30, 2024

Nutrition

Home Delivered Meals (meals)

Fiscal year 2024	76,609	474 individual clients
Fiscal year 2023	73,200	479
Fiscal year 2022	75,975	464
Fiscal year 2021	76,472	481

Average age for this service FY 2024: 76.6

Congregate Meals (meals)

Fiscal year 2024	9,887	451 individual clients
Fiscal year 2023	11,020	514
Fiscal year 2022	9,608	436
Fiscal year 2021	7,168	355

Average age for this service FY 2024: 74.6

Meals on Wheels is a critical, core service that helps seniors remain in their homes. In addition to a healthy meal, the service provides, in many cases, a wellness check five-days-per-week by ICCOA staff.

The delivery model also make sense financially. Meals on Wheels America notes that *we can serve a senior for an entire year for roughly the same cost as [one] day in the hospital, or 10 in a nursing home.*⁴

FY 2024 shows no return to lower, pre-pandemic numbers⁵ and continued increases are projected to continue due to demographic changes. There are more seniors to help and more seniors are living to an advanced age. And while the majority of ICCOA services are not based on income, it's important to note how these services also support those with lower incomes, and for whom food insecurity is an issue.

Congregate Meals are served in a group setting at 6 locations in Ionia County. Congregate Meals provide both a nutritious meal and socialization to boost overall wellness. The option for take-out congregate meals ended in FY 2023 which reduced overall numbers a bit this year but not significantly. We're at 98% of pre-pandemic numbers (compared to FY 2019). We are also seeing an increase for our larger, holiday luncheons. We anticipate 100 will join us for our upcoming Thanksgiving meal in Ionia.

Our Nutrition Department is led by our amazing Nutrition Director, Lisa Insley. Lisa currently leads a team of 20 staff (2 FT, balance part-time, total FTE of appx 8). The roster includes 2 full-time Cooks, 2 part-time Food Service Aides, 11 part-time MOW Drivers (including sub meal drivers) and 7 part-time Site Hosts (1 position vacant).

⁴ www.mealsonwheelsamerica.org/facts

⁵ Pre-pandemic refers to FY 2019 and prior

Our goal for FY 2025 is to proceed on kitchen renovations while maintaining full meal service and to recruit volunteers. With renovations to our kitchen planned in 2025, ICCOA will be well prepared to provide nutritional support and socialization to seniors and to help maintain their quality of life, well into the future.

Direct Care Services – In-Home & Onsite

Including Respite, Homemaker, Home Health Aide, Memory Café and Respite Certificates and Adult Day Services.

Homemaker, Respite and Home Health Aide hours

Fiscal year 2024	7,890	267 individual clients
Fiscal year 2023	7,294	257
Fiscal year 2022	4,385	235
Fiscal year 2021	2,911	174

Average age for these services FY 2024: 79.5

FY 2024 built on the success of FY 2023, delivering more Direct Care Worker service hours⁶ than any prior year going back to FY 2015. We also served more individual clients with these services⁷ than in any year going back to when these records are available, FY 2013. To both grow service hours, and maintain a high degree of client satisfaction, is a goal which we believe we are achieving.

FY 2024 also saw the launch of Memory Café at our Senior Center in Ionia. Memory Café is an innovative, inclusive gathering for seniors 60+ affected by memory issues and their caregivers. Staffed by Direct Care Workers (In Home Aides), Memory Café is a safe, welcoming environment where participants can eat lunch, engage in activities and avoid the stress of going out in public.

ICCOA was recently named the distributing partner for Respite Certificates to Ionia County residents by AAAWM. An underutilized program for several years, we have noted new interest. Participants for both Memory Café and Respite Certificates could also be the first participants in our Adult Day Program. As we continue to have vacant positions in this department, and maintain a waiting list of 40+ individuals for services, innovative programming such as Memory Café and Adult Day Services can help when one-on-one care in the home isn't an available option.

The extra benefits of Adult Day Services, as compared to care provided in the home, include socialization, unique programming, a delicious meal, and all provided in a model that lowers the cost of care.

Our key goals for this COA Department in FY 2025 will be continued growth in staff hours, to serve more clients and to reduce or eliminate our waiting list, and to launch our Adult Day Program.

⁶ Including Homemaker, Respite and Home Health Aide (personal care) Services, funded through Older Americans Act, Ionia County Senior Millage, contributions and donations, etc.

⁷ Again, including all funding sources.

Our Direct Care Services Director, Emily Gray, has excelled in leading this department and continues to innovate and develop to support and serve more seniors. Emily also leads our Memory Café, is point on distribution of Respite Certificates in Ionia County and will oversee our Adult Day Program.

She currently leads a team of 9 Direct Care Workers to provide Homemaker, Respite, Memory Café and Home Health Aide services. While staff hours have increased substantially we remain at just under 75% of allocated hours filled with a current team of 9 (4 full-time, balance part-time, FTE of appx 8).

Transportation

ICCOA Fleet including Staff and Volunteer Drivers

Transportation (one-way trips)⁸

Fiscal year 2024	5,507	219 individual clients
Fiscal year 2023	4,896	182
Fiscal year 2022	5,013	149
Fiscal year 2021	3,343	121 ⁹

Under our Transportation Coordinator, Ashley Denker, our Transportation Department continues to increase both trips provided and clients served with a significant increase over FY 2023.

Ashley brings top notch people and technology skills and a remarkable work ethic which have led to her taking on new responsibilities and is currently training on procurements. She leads a team of 9 drivers + 2 volunteers (FTE just under 5, including volunteers) with approximately 1 part-time position vacant and multiple volunteer positions looking to be filled. Ashley also manages our MOW fleet.

While not quite as large as our Nutrition and Direct Care Services Departments, ICCOA Transportation is a critical, core service which Seniors depend on. Our focus on *Assisted* Transportation, providing extra help for Seniors boarding vehicles + groceries, walkers and so on is a game changer for keeping seniors independent and reducing isolation.

Our ability to transport clients to select destinations outside the county, such as to veteran's facilities, or to special cancer treatment centers, is unique and helps many remain in their homes.

Our goal for the new year is to fill all vacant hours and to continue to leverage our dispatch software to deliver as many trips as possible with existing staff.

Senior Center Services

Wellness & Healthy Aging (client class sessions)

Fiscal year 2024	4,962	117 individual clients
Fiscal year 2023	5,350	134

⁸ One-way client trips include accompanying caregiver trips. Individual clients does not include caregiver count.

⁹ This figure was decreased by 142, for Fresh Produce Box delivery clients, an allowed service definition during the pandemic.

Fiscal year 2022	3,072	99
Fiscal year 2021	1,718 ⁱ	41

Disease Prevention/Health Promotion, or Wellness, numbers dipped a bit in FY 2024 compared to FY 2023 but still saw their second best year on record¹⁰ and Wellness continues to be a popular, core service at our agency. Our agency currently offers Arthritis Exercise, EnhanceFitness, A Matter of Balance, Tai Chi and Walk With Ease.

Our goals for FY 2025 are to roll out new equipment to improve the audio for participants at in-person classes or for those who join via Zoom. We will also deliver Zoom “how-to’s” at each of our Congregate Meal sites to encourage clients to join virtually when inclement weather makes travel unsafe.

Rachel Yenchar leads our Wellness Department, with other ICCOA staff trained in several disciplines. An additional EnhanceFitness instructor will be added in FY 2025 to maintain a deep bench and reduce the need for class cancellations. This year, classes are planned in Ionia, Lake Odessa, Belding, Saranac and Portland.

Additional Services and Support

Our caseworkers + administrative team allow our agency to offer a robust suite of services that support seniors including:

- Caregiver Support Group – led by an Alzheimer’s Association trained facilitator. We look to add a second facilitator in FY 2025, and potentially add a group at a second location.
- Coffee Klatch – a weekly gather for coffee and conversation Mondays in Ionia.
- Equipment Exchange Program – nearly 620 items were distributed in FY 2024 under our traditional, donations-based program. Starting in June, we partnered with local agencies to launch the new “Brief Bank,” and to receive supplies through the State of MI for Seniors at or below 200% of the fpl. This much needed service is continuing into FY 2025!
- Info and Referrals – as the focal point for services to seniors in our county, we strive to develop and maintain resources in all areas needed.
- MMAP Counseling – 164 counseling hours were delivered in FY 2024. Now with 2 counselors, we hope to assist even more clients in FY 2025. We also offered appointments at 6 different sites in Ionia County this year.
- Memory Café – for individuals with memory issues and their caregivers.
- Meal & Movie nights – a popular night out in Ionia
- Senior Project Fresh – 794 coupon booklets were distributed to 409 individuals in FY 2024.

¹⁰ FY 2023 was our best year on record for client class sessions delivered.

- Tax Returns and Tax Credits –22 individuals were helped with MI Tax Credits in FY 2024. We are working with the United Way to reopen a full VITA/TCE site in Ionia in FY 2025.
- Tech Savvy Senior Workshops – hosted quarterly in Ionia, we are also looking to host a workshop outside Ionia.
- Volunteer led programming includes our Painting Group, Euchre Group and Yarn Circle.

Additional Senior Center activities and programming are developed throughout the year.

Office staff include 6 full-time positions: ICCOA Director (Administrator), Nutrition Director, Direct Care Services Director, Transportation Coordinator, Wellness & Healthy Aging Specialist and one full-time position split between casework and administrative/program support.

Part-time positions include: 2 part-time caseworkers, one part-time MMAP counselor, one seasonal Senior Center staff member and 3 part-time administrative/program aides who provide direct client services along with supporting all ICCOA departments.

ICCOA Volunteers remain integral part of service delivery. Approximately 1,300 volunteer hours were documented in FY 2024.

IONIA COUNTY PUBLIC DEFENDER OFFICE

Walt Downes, Chief Public Defender

Larry Lewis, Assistant Public Defender; Joshua Franklin, Assistant Public Defender; Matthew Peterson, Assistant Public Defender; Alison Stoken, Paralegal; Melony Bigger, Paralegal; and Alyssa Nurenberg, Social Worker.

Since our last report, we were able to fill our Assistant Public Defender position. We hired Matthew Peterson who comes to us from the Montcalm County Prosecutor Office, where he had worked for the past year, primarily in their Juvenile and Probate Courts. Matt is a graduate of Grand Valley State University and Valparaiso University Law School. He has been a licensed attorney for nine years, but he has limited trial experience. We have been able to get him to an intensive one-day boot camp for new public defenders, and we are getting cases and trials assigned to him to get some first-hand experience quickly for him.

Most of our attorneys just returned from the Criminal Defense Attorneys of Michigan (CDAM) Fall Conference for a few days of training. Walt Downes, Joshua Franklin and Matt Peterson all attended the training. Our social worker Alyssa Nurenberg also was in training last week in Ann Arbor for several days of training. They all benefited greatly from some outstanding training and networking with similar public defender office staff from across the country.

Our social worker is prepared to train everyone in our office with de-escalation skills training to ensure we all have the skills set to deal with our clients with mental health issues, who may have an episode in our office or the courthouse. This will be scheduled soon now that we are back to being fully staffed to have everyone trained and prepared to better address those circumstances in the future.

Our internship program continues to excel with participants who work with our paralegals and attorneys receiving a tremendous learning opportunity within our office. We host three interns in fall and winter semesters, and four during the summer. Our first open slots for an intern is for the Summer 2026 semester. We fill all of our possible slots for interns 3-4 semesters in advance.

We have several cases headed to jury trial in the Circuit and District Courts in the coming months, so it continues to be a very busy time for us in the office. Jury Selections in Circuit Court will be held on January 8th and 15th, with trials dates in the subsequent three months after selections.



IONIA COUNTY CENTRAL DISPATCH

545 Apple Tree Dr
Ionia Michigan 48846
Admin: (616) 522-0911

Director: Lance Langdon

To: Ionia Board of Commissioners
Date: November 18, 2024
From: Lance Langdon
Reference: Central Dispatch Report Meeting Date November 26, 2024

This report is being submitted but I am unable to attend the meeting to discuss it with you. If there are any questions from your review of my report, please feel free to reach out to me at your convenience.

1. STAFFING

- ☎ Our two high school graduate hires from last year have completed their probationary periods and are doing well. (Chase and Mya)
- ☎ We started a new dispatcher on November 6th now in phase 1 of training. (Jacinda)
- ☎ We started another new dispatcher on November 18th now in phase one of training. (Jasmine)
- ☎ We have a final interview with an applicant on Friday the 22nd who could potentially start on December 9th.
- ☎ This was the first year we recruited at the Free Fair, and with the Ionia Autumn Festival.
- ☎ We have a good number of applications that have come in and we will look to running another round of testing around the first of the year in effort to fill our last open position.

2. POLICIES

- ☎ We have started our yearly review of our policies and procedures to ensure that they are up to date on with the information that is needed for staff.

3. EQUIPMENT ISSUES

- ☎ Spam calls have been increasing greatly with the first 15 days of the month resulting in over 1400 spam calls between 8am and 8pm. This compared to 978 spam calls in October, a phone tree was put in place to try and limit the number we receive. Many of the calls are spoofed to show local numbers and well as numbers for out of state. Unfortunately, the numbers change and it makes it difficult to try and block numbers as we have residents of people traveling through the county with area codes from across the country. With starting the call tree, the spam calls ended, making staff very happy.
- ☎ The addition of the phone tree did have an unforeseen impact on phone boxes at Belding PD,



IONIA COUNTY CENTRAL DISPATCH

Ionia DPS, and Portland PD, and we are looking at options to allow the phone boxes to reach dispatch.

- ☎ Admin phone lines also were down last month for 5 days with vendors pointing to each other, we did get the lines back up and running. This did not make staff too unhappy as it did limit the spam calls at the same time.
- ☎ The first Saturday test this month wound up with two tests, one at noon and one at about 1:00. This was an issue caused by employee error and a technical issue with the radio console that is being worked on by the vendors.
- ☎ We have had a new fiber line install for an additional backup to be in place for our 9-1-1 lines.

4. CALL CENTER REMODEL

- ☎ Landscaping has now been finished around the center, blending the appearance of both sides With removal of some bushes and a tree, and stone around the perimeter of the building.
- ☎ Training Room Curtains were installed but need to be replaced due to fabric issues. The vendor is taking care of the issue for us.

5. COMMUNITY EDUCATION

- ☎ We again this year had our 911 Field Day in September, and had better weather for it, this year. We had about 400 people attend, with many of our public safety and community partners joining us again this year. This is also the kickoff for our Ionia Career Center program, and students have been coming to the center to learn more about dispatch in two-hour sessions as part of their school day.
- ☎ We put on programs in Jefferson, Emerson, Boyce, Rather and Saint Peter & Paul schools, in addition to the Fair and Autumn Festival. We look forward to trying to hit many more community events next year and possibly more schools in the spring.
- ☎ We did a presentation with LaValley Methodist Church, and had some of the same people attend our Field Day.

6. EMERGENCY ALERTING

- ☎ Supervisors have all been trained and working with the new Emergency Manager with regards to IPAWS.
- ☎ All of the communities have switched their tornado sirens over to the 800-radio system and are programmed to all sound at the same time county wide. We at dispatch can set them all off, while many of the communities can set their sirens off separately if needed.



IONIA COUNTY CENTRAL DISPATCH

7. STAFF TRAINING

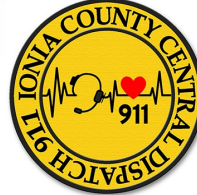
-  All staff completed the Security awareness training that is now required yearly rather than every other year. This deals with the criminal justice information and is required by the State and Feds.
-  Supervisor Hearld completed the NENA, CMCP- Center Manager Certification Program, and attended the 2024 Michigan Statewide Interoperable Communications Training Conference.
-  Supervisor Booth attended the NENA, CTO-Communications Training Officer program
-  Director Langdon attended a Cyber Threat Assessment and Planning training and PFN- Peninsula Fiber Network users conference, they are our 9-1-1 network provider.

7. Director Activities

-  I have continued my work with the NENA, PSAP Logistics 911-988 Interactions Work Group, in developing a standard for all Emergency Communications Centers (ECC), to use in the processing of 988 Mental Health calls for service. The standard has completed the last review stage and should be out for centers to use in the new year.
-  I have also continued my work as Co-Chair of the NENA, Video Relay Service and IP Relay Service PSAP interaction Work Group. This group is updating the standard for use of Video Relay Service for 9-1-1 allowing the deaf, hard of hearing communities to access 9-1-1. This standard is being updated from its July 2015 version.
-  I also am a member of the State 911/988 Workgroup as we work through the implementation of 988 in Michigan, and its interactions with 911-Dispatch Centers.
-  With the work on the two workgroups, I am also a member of the NENA Accessibility Committee, which oversees the other workgroups I have been involved with. Working with these committees is part of my maintaining my ENP- Emergency Number Professional Certification.

Monthly Report

October Activity



911 Calls— **1,742** YTD 18,384

Administrative Calls— **6,647** YTD 66,887

Text to 911— **16** YTD 120

911 Hang up Calls— **136** YTD 1,710

Calls for Service Initiated — 3584 YTD 36,289

Total Mental Health Calls — **56** YTD 486

Suicidal Calls — **7** YTD 94

988 Calls Received — **1** YTD 7

988 Calls Transferred — **0** YTD 0

CPR Performed — **6** YTD 42

Stroke Related Calls — **11** YTD 107

Child birth calls — **0** YTD 0

Unit Responses / Activities

Law Enforcement— **2486** YTD 25,828

Fire— **463** YTD 4,070

EMS— **635** YTD 6,394



Special Programs Available

Share Medical Information with your
911 call.



www.emergencyprofile.org

What 3 Words— App that provides
location information to
a 10 meter square.

What3words.com



what3words



Statistics—Calls for Service.

OCTOBER- 3708			
CALL FOR SERVICE TYPE	TOTAL	CALL FOR SERVICE TYPE	TOTAL
911 Hang up Call	136	Lost Property / Found	19
988 Calls	1	MDOP	14
Abandoned Vehicle	18	MED 1	242
Active Violence Incident	0	MED 2	74
Alarm	42	MED 3	126
Ambulance Transport	101	Medical Call / Amb Dispatch	14
Assault	27	Mental Health	56
Assist Jail	0	Missing Person	9
Assist Medical	0	Motor Vehicle Theft / UDAA	3
Assist Other Agency	0	Non Criminal	60
Assist Outside Agency	20	OWI / OUID	22
Bomb Threat	0	PDA Traffic	165
Burglary	17	Phone / Internet Harassment	26
Burn Permit	36	PIA Traffic	29
Civil Dispute	75	PPO Violation	8
Conservation / Wildlife	39	Property Check	2
CSC - Criminal Sexual Conduct	21	Repossession	28
Disorderly Conduct	67	Request - Wrecker	2
Domestic Assault	27	Road Closure	10
DPW Request	10	Robbery / Hold up	0
Drugs	10	Spam to Center	978
Duplicate Call	4	Structure Fire	10
Family Abuse / Neglect	35	Suspicious Situations	172
Fire All Other	61	Test Call / System Test	15
Fireworks	2	Thunder Storm/Tornado Warning	0
Follow Up	232	Traffic / Officer Stop	225
Fraud	28	Traffic Offense All Other	623
General Assist	206	Tree Down	12
Grass / Wildland Fire	23	Trespassing	29
Health & Safety / Animal	119	Vehicle Fire	5
Hit and Run	9	Verbal Domestic	15
Homicide	0	Vin Inspections / All Inspections	9
Juvenile Problems & Runaways	63	Warrant Arrest / Fugitive	60
Kidnapping	0	Weapons Offenses All	10
Larceny	55	Wires Down / Arching	13
Liquor / MIP	0	Unclassified	279

Central Dispatch Activities

- Advisory Board Meeting the 2nd was canceled with the Director our sick, Rescheduled for December 4th 2024.
- Director attended Cyber Threat Assessment & Planning Workshop
- Conditional Offer of Employment made on Oct. 21st, new dispatcher starting in 2 weeks.
- 911 Field Day kick off for our Career Center Program moving forward.
- Director attended PFN User Group Meeting
- PFN installed and tested new backup fiber connection to the Center
- Supervisor Hearld attended the Michigan 911 Technology Forum

Information received from callers is often incorrect. This often results in the 911 Dispatcher providing incorrect location or other information to First Responders.

9-1-1 Celebrates Halloween

We once again took part in the City of Ionia Autumn Festival and Trunk or Treat Events on Main Street. We got to talk with young and old about using 9-1-1, What3Words, Employment opportunities and of course we had to try and improve from our second place win last year. Thanks to Chef Phil, we did just that. We won the Golden Hot dog trophy, for the Chili Dawg Challenge. If you were lucky enough to get one of the 576 hot dogs that were grilled by our Chef, you know why we won. They were yummy! We had to turn people away as they were still lined up when we ran out.

Thanks to all the staff that helped make the event a success for us, of course the event chairperson Natalie, did another amazing job this year.



Ionia County Central Dispatch

Mission: To enhance the quality of life in Ionia County for all people, providing professional, efficient, courteous, and responsive public safety communications.

Vision: To be the example for other Public Safety Dispatch Centers providing exceptional service.

Our Values: D.I.S.P.A.T.C.H.E.R.

- D.** Detail-oriented: Able to pay close attention, notice the minor details.
- I.** Innovative: Share new ideas that can improve ICCD for the better, embrace change.
- S.** Strong Work Ethic: Consistently performing our job to the best of our ability.
- P.** Professionalism: Communicating respectfully, effectively, and appropriately leading by example.
- A.** Adaptability: Flexibility, responding effectively to changes or various situations.
- T.** Teamwork: Work together toward a collective goal with good communication, patience, and dedication.
- C.** Caring: Feeling or showing concern for or kindness to others.
- H.** Honesty: Uprightness, fairness, truthfulness, sincerity, or frankness in communications and deeds.
- E.** Empathy: Connecting with someone, sensing people's emotions or feelings.
- R.** Respectful: Being appreciative, considerate, polite and gracious to all those we serve and serve with.

Ionia County Central Dispatch

545 Apple Tree Drive, Ionia MI 48846

EMERGENCY: 911

NON-EMERGENCY: (616) 527-0400

ADMINISTRATION: (616) 522-0911

Director: Lance Langdon, ENP, CMCP
(616) 527-5611 llangdon@ioniacounty.org

Office Manager: Cathi Brodbeck
(616) 522-0911 cbrodbeck@ioniacounty.org

Supervisor: Kevin Booth (Day Shift)
(616) 527-5613 kbooth@ioniacounty.org

Supervisor: Natalie Hearld (Day Shift)
(616) 527-5612 nhearl@ioniacounty.org

Supervisor: Jeremiah Wittenbach (Night Shift)
(616) 527-5617 jwittenbach@ioniacounty.org

Supervisor: Roy McCarver (Night Shift)
(616) 527-5616 rmccarver@ioniacounty.org

FOIA Requests - 911 Records Only-No Police Repts.
Form available at: <http://ioniacounty.org/foia>
Send or Email to: CentralDispatch@ioniacounty.org

Agency Individual Responses / Activity

Belding Fire—**99** YTD 827

Berlin-Orange Fire— **42** YTD 377

Clarksville Fire— **24** YTD 182

Freeport Fire— **2** YTD 8

Hubbardston Fire— **9** YTD 80

Ionia Department Public Safety Fire— **78** YTD 856

Lake Odessa Fire— **38** YTD 316

Lyons-Muir Fire— **21** YTD 1168

Orleans Fire—**18** YTD 159

Pewamo Fire— **17** YTD 109

Portland Fire— **15** YTD 166

Ronald Fire— **15** YTD 131

Roxand Fire— **2** YTD 23

Saranac Fire— **69** YTD 583

Sunfield Fire— **14** YTD 85

Life EMS— **524** YTD 5,330

Portland EMS— **111** YTD 1064

Animal Control— **46** YTD 386

Belding Police— **317** YTD 3038

Department of Natural Resources Law— **3** YTD 37

Ionia County Sheriff's Office— **1,026** YTD 9,546

Ionia Department Public Safety Law— **396** YTD 3,957

Lake Odessa Police— **56** YTD 552

Michigan State Police— **507** YTD 6,423

Portland Police— **181** YTD 2,275

Dispatch Activity

