



STATE OF MICHIGAN  
**MICHIGAN VETERANS AFFAIRS AGENCY**  
LANSING

RICK SNYDER  
GOVERNOR

JEFF BARNES  
DIRECTOR

March 14, 2014

Mr. Doug Ringler, Director  
The Office of Internal Audit Services  
Romney Building, 8<sup>th</sup> Floor  
111 S. Capitol  
Lansing, MI 48913

RE: Memorandum for Record  
Plan to address OAG Audit 511-0105-13

Dear Mr. Ringler:

**Executive Summary:**

The Michigan Veterans Affairs Agency (MVAA) used Auditor General Report #511-0105-13 as a guide to improve processes, establish regular reporting guidance and make necessary changes to address audit findings.

Since the audit, MVAA hired a Director of Targeted Outreach and Performance Management to oversee the grant process, provide guidance to subcontracted accredited service officers and ensure veterans are being properly served. This was a critical position to ensure compliance with audit findings.

Additionally, MVAA established a new grant agreement with the Michigan Veterans Coalition (MVC) that became effective on 1 January 2014. The grant agreement created performance objectives, regular reporting requirements, and set the conditions for service officers to work from pre-published locations around the state. Secondly, the agreement created a "Regional Coordinator" responsibility to better identify underserved veterans and adjust service plans to improve service delivery.

In addition to the above, MVAA has sent all grants to the Ad Board for approval. This is the first time in the history of the grant program that this crucial oversight step has been completed.

## Response to Audit Findings:

### 1. VSO Performance Standards

- a. *Finding* – DMVA did not issue performance standards to the Michigan Veterans Coalition (MVC) and lacked a reasonable basis for assessing Veteran Service organization (VSO) performance and effectiveness.
- b. *MVAA Solution* – Performance standards and reporting timelines were established in the contract development process with a combined workgroup of MVAA, coalition and county service officers and staff. Key measurements reported monthly include:
  - i. Types of Claim (i.e. Compensation, Pension, Other Death Related Claim, Fully Developed)
  - ii. Status of Pending Claims
  - iii. Approvals and Recoveries
- c. For a complete listing, please refer to Annex B – Grant between MVAA and MVC and Annex E – Monthly Reports.

### 2. VSO Performance

- a. *Finding* – DMVA did not effectively monitor the performance of the VSOs that received the State grant funds.
- b. *MVAA Solution* – Established monthly reporting requirements that include performance data as well as time sheets verifying where service officers are during their duty time. Under the agreement, all service officers have posted service hours at assigned locations and travel to multiple locations in a day has been canceled. The Director of Targeted Outreach and regional coordinators conduct weekly teleconferences to make adjustments to service locations to maximize veteran engagements.
- c. For a complete list of schedules and service officers refer to Annex B – Grant between MVAA and MVC, Annex C – Service Provision Model as of 15 November, and Annex D – Schedule of Operations.

### 3. Accounting of Funds

- a. *Finding* – DMVA did not require the VSOs to separately account for expenditures incurred using State grant funds from the total VSO expenditures.
- b. *MVAA Solution* – MVAA requires the MVC to complete an audit by an external audit team that is agreed upon by the Director of Targeted Outreach and Performance Management. Additionally, the MVC is required to maintain financial records for seven years to ensure accurate accounting and audits were conducted.
- c. For a complete list of audit and accounting requirements – Annex B – Grant between MVAA and MVC.

**4. Training of County Veteran Counselors**

- a. *Finding* – DMVA had not developed and implemented a process to ensure that all county veteran counselors received the training and accreditation necessary to provide quality services to Michigan Veterans.
- b. *MVAA Solution* – MVAA was required by PA 59 of 2013 to provide \$95,000 to Michigan Association of County Veteran Counselors (MACVC) for their attendance to the National Association of County Veteran Service Officers Conference in Grand Rapids. The MVAA has submitted a grant to the Ad Board for approval. The grant places the Michigan Association of Counties (MAC) as the fiduciary and requires the MACVC to invite every county service officer. The MACVC is also required to submit all continuing education hours completed by each member that attended the conference.
- c. For a complete list of requirements of the MACVC, refer to Annex F – Grant between the MVAA and the MAC.

**5. Legislative Reporting Requirements**

- a. *Findings* – DMVA did not comply with legislative reporting requirements related to the veterans' advice, advocacy, and assistance responsibilities.
- b. *MVAA Solution* – MVAA requires the MVC to submit a quarterly report that provides monthly performance reports and time sheets. MVAA will then submit this quarterly report to the committees of jurisdiction to meet all reporting requirements.
- c. For a complete listing, please refer to Annex B – Grant between MVAA and MVC and Annex E – Monthly Reports.

The MVAA service delivery initiative is predicated on continuous improvement and MVAA will invite proposals and recommendations to that end. Comments and inquiries can be directed to the MVAA Director of Targeted Outreach and Performance Management, Nick Cook at (517) 284-5239.

Sincerely,



Jeff S. Barnes  
Michigan Veterans Affairs Agency

CC: Major General Gregory Vadnais, DMVA  
Nick Cook, MVAA

Mr. Doug Ringler  
March 14, 2014  
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**Annexes**

- A – Public Act 59 of 2013 Outreach Total Appropriation
- B – Grant between MVAA and MVC as of 4 December (signed)
- C – Service Provision Model as of 15 November
- D – Schedule of Operations
- E – Reports Monthly
- F – Grant between MVAA and MAC

## Public Act 59 of 2013 Outreach Appropriation

Total Appropriation	2,904,600.00
Withhold 10% Total Appropriation for Performance Incentive	<u>-290,460.00</u>
	2,614,140.00
Withhold 5% of Total Appropriation for Administrative Expenses	<u>145,230.00</u>
	2,468,910.00
Withhold 1% of Total Appropriation for Incarcerated Veterans Reentry Program	<u>29,046.00</u>
	2,439,864.00

### Dissemination of Remaining Appropriation by Prosperity Region

	2,439,864.00
First Quarter Coalition Payment	<u>-625,500.00</u>
	1,814,364.00
First Quarter PVA Payment	<u>-25,230.00</u>
	1,789,134.00
Region 1 (6000 service hours @ 24.74)	<u>95,827.30</u>
	1,693,306.70
Region 2 (2000 service hours @ 24.74)	<u>-31,942.43</u>
	1,661,340.00
Region 3 (1600 service hours @ 24.74)	<u>-31,942.43</u>
	1,629,421.84
Region 4 (8400 service hours @ 24.74)	<u>-159,712.16</u>
	1,469,709.68
Region 5 (9200 service hours @ 24.74)	<u>-159,712.16</u>
	1,309,997.51
Region 6 (4400 service hours @ 24.74)	<u>-127,769.73</u>
	1,182,227.78
Region 7 (2000 service hours @ 24.74)	<u>-31,942.43</u>
	1,150,285.35
Region 8 (5200 service hours @ 24.74)	<u>-127,769.73</u>
	1,022,515.62
Region 9 (7600 service hours @ 24.74)	<u>-127,769.73</u>
	894,745.89
Region 10 (44000 service hours @ 24.74)	<u>-894,388.11</u>
	357.78

*The 1<sup>st</sup> quarter prosperity region appropriation of \$650,730.00 divided by 500 hours of service provision equates to quarterly rate of \$1,301.46 per hour.*

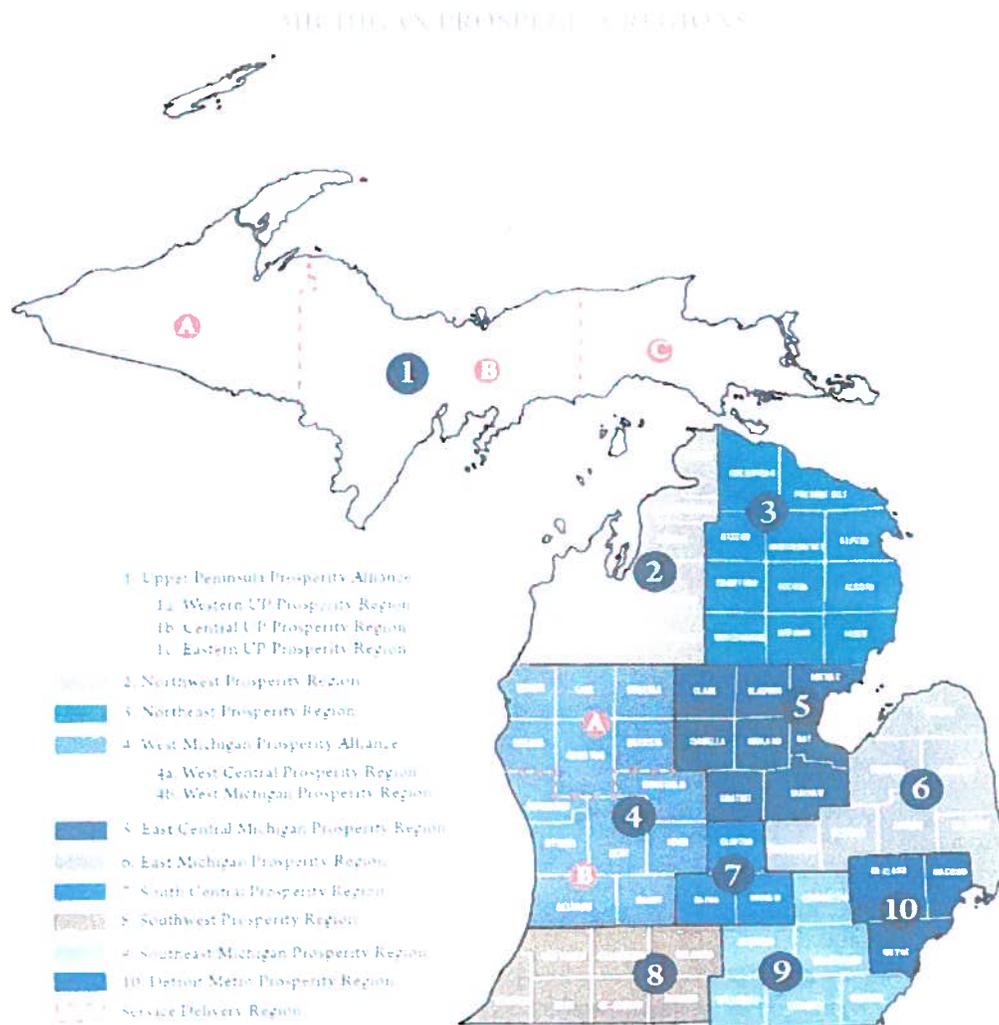
*Quarterly of \$596,378 divided by 430.36 hours equates to hourly rate of \$24.74 per service hour.*

*Average cost for 96400 hours of annual service provision = \$2,385,035 per year  
Average hourly rate per service hour = \$24.74*



MICHIGAN VETERANS COALITION  
SCHEDULE OF OPERATIONS

February 24, 2014



*Due to the changing schedules in meeting the needs of our Veterans,  
it is suggested you contact the agency prior to visiting the location.*

**MICHIGAN VETERANS COALITION – SCHEDULE OF OPERATIONS**

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**Counties Listed under the Prosperity Regions and Regional Coordinators**

**DAV Joseph Marczak, Region 1**

07. Baraga County  
27. Gogebic County  
31. Houghton County  
36. Iron County  
42. Keweenaw County  
66. Ontonagon County

**Region 1 B**

02. Alger County  
21. Delta County  
22. Dickinson County  
52. Marquette County  
55. Menominee County  
75. Schoolcraft County

**Region 1**

17. Chippewa County  
48. Luce County  
49. Mackinac County

**AL Phillip Babcock, Region 4 A**

43. Lake County  
53. Mason County  
54. Mecosta County  
62. Newaygo County  
64. Oceana County  
67. Osceola County

**Region 4 B**

03. Allegan County  
08. Barry County  
34. Ionia County  
41. Kent County  
59. Montcalm County  
61. Muskegon County  
70. Ottawa County

**DAV Ronald McNally, Region 5**

06. Arenac County  
09. Bay County  
18. Clare County  
26. Gladwin County  
29. Gratiot County  
37. Isabella County  
56. Midland County  
73. Saginaw County

**VFW Gary Putinsky, Region 6**

25. Genesee County  
32. Huron County  
44. Lapeer County  
74. Sanilac County  
76. Shiawassee County  
77. St. Clair County  
79. Tuscola County

**AL Rebecca Krish, Region 7**

19. Clinton County  
23. Eaton County  
33. Ingham County

**DAV Terry Fillmore, Region 2**

05. Antrim County  
10. Benzie County  
15. Charlevoix County  
24. Emmet County  
28. Grand Traverse County  
40. Kalkaska County  
45. Leelanau County  
51. Manistee County  
57. Missaukee County  
83. Wexford County

**DAV Kristen Harper, Region 8**

11. Berrien County  
12. Branch County  
13. Calhoun County  
14. Cass County  
39. Kalamazoo County  
78. St. Joseph County  
80. Van Buren County

**DAV Robert Gaillard, Region 3**

01. Alcona County  
04. Alpena County  
16. Cheboygan County  
20. Crawford County  
35. Iosco County  
60. Montmorency County  
65. Ogemaw County  
68. Oscoda County  
69. Otsego County  
71. Presque Isle County  
72. Roscommon County

**AL Phillip McCaskey, Region 9**

30. Hillsdale County  
38. Jackson County  
46. Lenawee County  
47. Livingston County  
58. Monroe County  
81. Washtenaw County

**VFW Sean Sturgeon, Region 10**

50. Macomb County  
63. Oakland County  
82. Wayne County

## MICHIGAN VETERANS COALITION – SCHEDULE OF OPERATIONS

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### 1 A

Reporting Code: **27 CBOC** IR UPDATED 01/24/2014

Gogebic VA CBOC (Clinic) UP

**Ironwood Community Based Outpatient Clinic 629 W. Cloverland Drive, Suite 1 Ironwood MI 49938 906-932-0032**

DAV Marczak, Joseph 1st, 3rd W 8:30 am to 3:30 pm

### 1 B

Reporting Code: **21 VAVC** ES UPDATED 01/24/2014

Delta VAVC (VA Vet Center) UP

**Escanaba Vet Center 2831 N. Lincoln Rd Escanaba MI 49829 906-233-0244**

VFW Holcomb, Patrick Wednesday 8:30 am to 2 pm

### 1 B

Reporting Code: **22 VAMC** UPDATED 01/24/2014

Dickinson VAMC (VA Medical Center) UP

**Iron Mountain VAMC 325 E. "H" Street Iron Mountain MI 49801 906-774-3300**

DAV Marczak, Joseph M; T; Th 8:30 am to 3:30 pm x3194

DAV Marczak, Joseph 2nd W 9 am to 11:30 am x3194

DAV Marczak, Joseph 4th, 5th W 8:30 am to 3:30 pm x3194

### 1 B

Reporting Code: **52 CBOC** MQ UPDATED 01/24/2014

Marquette VA CBOC (Clinic) UP

**Marquette County 1414 W. Fair Ave. Suite 285 Marquette MI 49855 906-226-4618**

VFW Holcomb, Patrick Tuesdays 8:30 am to 3:30 pm

### 1 B

Reporting Code: **52 VH** MR UPDATED 01/24/2014

Marquette MI Vet Home UP

**Jacobetti MI Veterans Home 425 Fisher Street Marquette MI 49855 906-226-3576**

VFW Holcomb, Patrick M; Th; F 8:30 am to 3:30 pm x 318

### 1 C

Reporting Code: **17 CBOC** KI UPDATED 01/24/2014

Chippewa VA CBOC (Clinic) UP

**Sault Ste. Marie CBOC 509 Osborn Blvd, Ste 306 Sault Ste. Marie MI 49783 906-495-3030**

AL Kline, Patrick Fridays 9 am to 4 pm 989-280-3009

### 1 C

Reporting Code: **49** UPDATED 01/27/2014

Mackinac OVA - (County Office) UP

**Mackinac County Office 100 N. Marley St. Ignace MI 49781 906-643-9411**

VFW Presnell, Philip Thursdays 9 am to 5 pm

### 2

Reporting Code: **15** UPDATED 01/24/2014

Charlevoix OVA - (County Office) LP MVC Accredited

**Charlevoix County OVA 301 State Street Charlevoix MI 49720 234-547-7232**

AL Kline, Patrick 1st, 3rd M 9 am to 4 pm 989-280-3009

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**2**

Reporting Code: **15 VFW** UPDATED 01/24/2014

Charlevoix Other LP

**Smelt City VFW Post 3675 1108 Boyne Ave Boyne City MI 49712**

DAV Fillmore, Terry Mondays 8:30 am to 3:30 pm 231-582-3447

**2**

Reporting Code: **24** UPDATED 01/24/2014

Emmet OVA - (County Office) LP

**Emmet County OVA 200 Division St Petoskey MI 49770 231-348-1780**

AL Kline, Patrick 1st, 3rd W 9 am to 4 pm 989-280-3009

**2**

Reporting Code: **83 MW** UPDATED 02/18/2014

Wexford Michigan Works LP

**Michigan Works Bldg 401 North Lake St. Suite 700 Cadillac MI 49601 231-775-3408**

DAV Gaillard, Robert Tuesdays 9 am to 3 pm 231-775-3408

**3**

Reporting Code: **16** UPDATED 01/24/2014

Cheboygan OVA - (County Office) LP MVC Accredited

**Cheboygan County OVA 870 South Main St Room 122 Cheboygan MI 49721 231-627-8833**

AL Kline, Patrick 2nd, 4th T 9 am to 4 pm 989-280-3009

**3**

Reporting Code: **16 CBOC** UPDATED 01/24/2014

Cheboygan VA CBOC (Clinic) LP

**Cheboygan County VA Outpatient Clinic 14540 Macinaw Highway Mackinaw City MI 49701 1-888-838-6446**

AL Kline, Patrick Thursdays 9 am to 4 pm 989-280-3009

**3**

Reporting Code: **20** UPDATED 01/24/2014

Crawford OVA - (County Office) LP

**Crawford County OVA 200 W. Michigan Ave Grayling MI 49738 989-344-3861**

DAV Fillmore, Terry T, Th 8:30 am to 3:30 pm 989-344-3861

**3**

Reporting Code: **35 CBOC** OS UPDATED 02/18/2014

Iosco VA CBOC (Clinic) LP

**Oscoda VA Outpatient Clinic 5671 Skeel Ave Suite 4 Oscoda MI 48750 989-747-0026 1-800-649-4812**

DAV Gillard, Robert Wednesdays 10 am to 2 pm 989-747-0026

**3**

Reporting Code: **69 CBOC** GA UPDATED 02/18/2014

Otsego VA CBOC (Clinic) LP

**Gaylord VA Outpatient Clinic 806 South Otsego Gaylord MI 49735 1-800-649-4812**

DAV Fillmore, Terry Wednesdays 8:30 am to 3:30 pm 989-732-7525- X15261

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### 3

Reporting Code: **71** UPDATED 02/18/2014

Presque Isle OVA - (County Office) LP MVC Accredited

**Presque Isle County Office 151 E. Huron - 3rd Floor Rogers City MI 49779 989-734-0302**

VFW Presnell, Phillip W by appointment only

### 4 A

Reporting Code: **43 DHS** UPDATED 01/24/2014

Lake Other LP

**Lake County DHS Building 5653 S. M37 Baldwin MI 49304**

AL Babcock, Phillip 1st, 3rd W 9 am to 4 pm 231-590-6200

### 4 B

Reporting Code: **03** UPDATED 01/24/2014

Allegan OVA - (County Office) LP MVC Accredited

**Allegan County Office 3255 122nd Ave, Suite 102 Allegan MI 49012 269-673-0569 fax 269-673-0569**

MCL VanDrunen, Kay Thursdays 9 am to 3 pm 269-673-0501

### 4 B

Reporting Code: **34 CC** UPDATED 02/18/2014

Ionia Other LP

**Ionia County Courthouse 175 East Adams St Ionia MI 48846 616-527-5341**

VFW Houston, Mark M; T; W 8 am to 4 pm

### 4 B

Reporting Code: **41 CBOC** GR UPDATED 02/18/2014

Kent VA CBOC (Clinic) LP

**Grand Rapids VA Outpatient Clinic 3019 Coit St NE Grand Rapids MI 49505 616-365-7574**

AL Krish, Rebecca T, Th 9:30 am to 3 pm

DAV Dennis, Annette M, W, F 7:30 am to 2:30 pm

### 4 B

Reporting Code: **59 VFW** UPDATED 02/18/2014

Montcalm Other LP

**VFW Post 5065 209 W. Washington Sheridan MI 48884 989-291-9680**

VFW Houston, Mark Thursdays 8 am to 4 pm

### 4 B

Reporting Code: **61** clinic [61 CBOC formerly MU] moved from this location UPDATED 02/18/2014

Muskegon VA Vet Center LP

**Muskegon VA Outpatient Clinic 165 Apple Ave Suite 201, Bldg F, 2nd Floor Muskegon MI 49442 231-724-7143**

DAV Dennis, Annette T; Th 8:30 am to 4:00 pm

### 4 B

Reporting Code: **61 VAVC** UPDATED 01/27/2014

Muskegon OVA - (County Office) LP

**Muskegon County Office 165 E. Apple Ave, Suite 201 Muskegon MI 49442 231-724-7143**

VFW Erickson, Robert M; W 8 am to 4 pm

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## MICHIGAN VETERANS COALITION – SCHEDULE OF OPERATIONS

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### 4 B

Reporting Code: **70 CAC** UPDATED 01/27/2014

Ottawa Other LP

**Ottawa Community Action Center 12251 James, Suite 300 Holland MI 49424 616-393-8387**

DAV Dennis, Annette 1st, 3rd T 8:30 am to 3:30 pm

MCL VanDuren, Kay Wednesdays 9 am to 3 pm 616-393-8387

VFW Erickson, Robert Tuesdays 8 am to 4 pm

### 5

Reporting Code: **09** UPDATED 01/24/2014

Bay OVA - (County Office) LP MVC Accredited

**Bay County OVA 515 Center Ave. Room 212 Bay City MI 48708 989-895-4190**

VFW Thompson, Michael Wednesdays 9 am to 3 pm

### 5

Reporting Code: **09 MW** UPDATED 01/24/2014

Bay Other LP

**Bay City MI Works 4061 North Euclid Ave. Bay City MI 48706**

DAV McNally, Ronald 2nd, 4th T 9 am to 3 pm 989-667-0500

### 5

Reporting Code: **18 MW** UPDATED 01/27/2014

Clare Other LP

**Clare County MI Works 402 N. First St Harrison MI 48625**

DAV Gaillard, Robert Mondays 8:30 am to 3:30 pm 989-539-2173

### 5

Reporting Code: **26 MW** UPDATED 02/18/2014

Gladwin Other LP

**Gladwin MI Works 110 Buckeye St Gladwin MI 48750**

DAV Gaillard, Robert Thursdays 8:30 am to 3:30 pm 989-426-8571

### 5

Reporting Code: **73 VAMC** SG UPDATED 02/18/2014

Saginaw VAMC (VA Medical Center) LP

**Saginaw VAMC 1500 Weiss Street Saginaw MI 48602 989-895-4190**

AL Simpkins, Tommy T, W 8:30 am to 4 pm

DAV McNally, Ron 1st, 3rd, 5th T 8:30 am to 3:30 pm

DAV McNally, Ron W;Th 8:30 am to 3:30 pm

DAV Downer, David M; W; F; 8:30 to 3:30

VFW Thompson, Michael Thursdays 9 am to 4 pm 800-406-5143 X 13386

MCL Traylor, Bill Th 9 am to 3 pm 800-406-5143 x13387

### 6

Reporting Code: **25** UPDATED 01/27/2014

Genesee OVA - (County Office) LP

**Genesee County OVA 1101 Beach St Flint MI 48502 810-257-3068**

AL Simpkins, Tommy Mondays 9 am to 5 pm

VFW Thompson, Michael Tuesdays 9 am to 3 pm

MCL Tuohy, Jim Wednesdays 9 am to 3 pm 810-257-3068

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MICHIGAN VETERANS COALITION – SCHEDULE OF OPERATIONS

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6

Reporting Code: **25 CBOC** FL UPDATED 01/27/2014

Genesee VA CBOC (Clinic) LP

**Flint Community-Based Outpatient Clinic G-2360 S. Linden Rd Flint MI 48505 810-720-2913**

VFW Thompson, Michael M; F 9 am to 4 pm

MCL Terrell, John 2nd M 9 am to 3 pm 810-720-2913

6

Reporting Code: **25 VFW** UPDATED 01/24/2014

Genesee Other LP

**VFW Post 2777 2260 S. Belsey Road Burton MI 48519**

MCL Terrell, John 1st, 3rd, 4th, 5th M 810-743-4138

MCL Terrell, John T, W, Th, F 810-743-4138

6

Reporting Code: **32 CBOC** BA UPDATED 02/19/2014

Huron VA CBOC (Clinic) LP

**Bad Axe VA Outpatient Clinic 1142 S. Van Dyke Rd Bad Axe MI 48413**

VFW Putkinsky, Gary 1st, 3rd M 1 to 3 pm 989-269-7445

6

Reporting Code: **44** Contracts with St. Clair County UPDATED 01/24/2014

Lapeer OVA - (County Office) LP MVC Accredited

**Lapeer County OVA 287 W. Nepessing St Suite 2 Lapeer MI 48446 810-245-6227**

VFW Putkinsky, Gary 2nd, 4th F 9 am to 3 pm

7

Reporting Code: **07** UPDATED 01/24/2014

Baraga OVA - (County Office) UP

**Baraga County OVA 115 N. Front Street L'Anse MI 49946 906-524-5454**

DAV Marczak, Joseph 2nd W 1 pm to 4 pm

7

Reporting Code: **33 ALHQ** UPDATED 01/27/2014

Ingham Other LP

**American Legion State Headquarters 212 N. Verlinden Lansing MI 48815**

AL Krish, Rebecca M, W, F 8:30 am to 4 pm

8

Reporting Code: **08 UW** UPDATED 01/27/2014

Barry Other LP

**Barry County United Way 231 S. Broadway Hastings MI 49058**

MCL VanDrunen, Kay Fridays 9 am to 3 pm 269-945-4010

8

Reporting Code: **13 VAMC** BC UPDATED 02/24/2014

Calhoun VAMC (VA Medical Center) LP

**Battle Creek VAMC 5500 Armstrong Rd Battle Creek MI 49037 269-966-5600**

AL McCaskey, Phillip Wednesdays 9 am to 4 pm x33889

DAV Harper, Kristen M; T; W; TH 9 am to 4 pm 269-223-5106

MCL VanDrunen, Kay M; T 9 am to 3 pm 269-966-5600

VFW Houston, Mark Fridays 9 am to 4 pm x33889

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## MICHIGAN VETERANS COALITION – SCHEDULE OF OPERATIONS

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**9**

Reporting Code: **30** UPDATED 01/27/2014

Hillsdale OVA - (County Office) LP

**Hillsdale County Office 61 McCollum - Room 200 Hillsdale MI 49242 517-437-3630**

AL Topps, James Mondays 8 am to 4 pm

**9**

Reporting Code: **38** UPDATED 02/24/2014

Jackson OVA - (County Office) LP MVC Accredited

**Jackson County OVA 1715 Lansing Ave Room 252 Jackson MI 49202 517-788-4425**

AL McCaskey, Phillip T 9 am to 4 pm 734-845-5924

MCL Tuohy, James M 9 am to 4 pm

**9**

Reporting Code: **81 VAMC** AA UPDATED 02/24/2014

Washtenaw VAMC (VA Medical Center) LP MVC Accredited

**Ann Arbor VAMC 2215 Fuller Road Ann Arbor MI 48105 734-769-7100**

AL McCaskey, Phillip M, Th, F 8:30 am to 4 pm 734-845-5924

DAV Redman, Scott M, T, W, Th, F 8:30 am to 3:30 pm 734-845-3839

VFW Cummings, Andrew M, T, W, Th, F 8:30 am to 3:30 pm

734-769-7100 x55924

**10**

Reporting Code: **50 ANGB** UPDATED 01/27/2014

Macomb Other LP

**Selfridge ANGB Chapel 29553 George Ave. Bldg. #168 Selfridge ANGB MI 48045**

DAV Moses, Toni 4th F 9 am to 3 pm 586-215-0457

**10**

Reporting Code: **82 LP** UPDATED 02/24/2014

Wayne Other LP

**Lincoln Park 3240 Ferris Lincoln Park MI 48146 313-383-2450**

MCL Cugini, Jonathan Fridays

**10**

Reporting Code: **82 ROAL** UPDATED 02 18 14

Wayne Regional Office LP MVC Accredited

**American Legion 477 Michigan Ave Room 1210 Detroit MI 48226 313-964-6640**

AL Topps, James DIRECTOR AL Easterling, Gary

AL Barkell, Angela

AL Cantwell, Tripp

AL Garvin, Gary

AL Payton-Webb, Lena

AL Thomas, Lannie

AL Smirnes, Christopher

**10**

Reporting Code: **82 RODAV** UPDATED 03/28/13

Wayne Regional Office LP MVC Accredited

**Disabled American Veterans 477 Michigan Ave Room 1200 Detroit MI 48226 313-964-6595**

DAV Wells, Douglas, DIRECTOR

DAV Barenbrugge, Rick

DAV Hughes, Albert

DAV Peddle, Todd

DAV Tillman, Kwan

DAV Zielke, Jason

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## MICHIGAN VETERANS COALITION – SCHEDULE OF OPERATIONS

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### 10

Reporting Code: **82 ROMCL** UPDATED 01/24/2014

Wayne Regional Office LP MVC Accredited

**Marine Corps League 477 Michigan Ave Room 1232 Detroit MI 48226**

MCL Traylor, Billy DIRECTOR

MCL D'Aoust, Ronald

MCL Cugini, Jonathan

### 10

Reporting Code: **82 ROVFW** UPDATED 01/24/2014

Wayne Regional Office LP MVC Accredited

**Veterans of Foreign Wars 477 Michigan Ave Room 1215 Detroit MI 48226 313-964-6510**

VFW Piriot, Paul DIRECTOR

VFW Atkins, Jennifer

VFW Kanyo, Jane

VFW Khaireddine, Marlene

VFW Little, Agnes

VFW Mollett, Ida

VFW Sturgeon, Sean

VFW Putinsky, Gary

VFW Putinsky, Tammy

VFW Washington, Martha

### 10

Reporting Code: **82 VAMC** DT UPDATED 02/18/2014

Wayne VAMC (VA Medical Center) LP

**Detroit VAMC 4646 John R Detroit MI 48202 313-576-3506**

VFW Callahan, Issac M; T; W; Th; F 8 am to 4 pm 313-576-3506

DAV Moses, Toni M; T; W; Th 8:30 am to 3:30 pm 586-215-0457

DAV Moses, Toni 5th F 9 am to 3 pm 586-215-0457

MCL Cugini, Johnathan M 9 am to 3 pm 313-576-1000

AL Payton-Webb, Lean W 8:30 am to 3:00 pm 313-964-6640

### 10

Reporting Code: **R6 MC** UPDATED 01/27/2014

Region CCI

**Madonna College**

DAV Moses, Toni 2nd F 9 am - 3 pm 586-215-0457

### 10

Reporting Code: **R6 SC** UPDATED 01/27/2014

Region CCI Regional Host

**Schoolcraft College**

DAV Moses, Toni 1st F 9 am to 3 pm 586-215-0457

### 10

Reporting Code: **R6 WSU** UPDATED 01/27/2014

Region CCI

**Wayne State University**

DAV Moses, Toni 3rd W 9 am to 3 pm 586-215-0457

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Due to the changing schedules in meeting the needs of our Veterans,  
it is suggested you contact the agency prior to visiting the location.



**Grant Agreement**

**Between**

**The Michigan Veterans Affairs Agency  
222 North Washington Square, 5<sup>th</sup> Floor  
P.O. Box 30104  
Lansing, MI 48909**

**And**

**The Michigan Veterans Coalition  
477 Michigan Avenue, Room 1200  
Detroit, MI 48226**

**Dated  
November 2013**

Grant Agreement  
between  
The State of Michigan  
Michigan Veterans Affairs Agency (MVAA)  
and

The Michigan Veterans Coalition; the American Legion (AL), the Veterans of Foreign Wars (VFW), the Disabled American Veterans (DAV), the Marine Corps League (MCL), the Military Order of the Purple Heart (MOPH); Individually and Collectively agree as follows:

Whereas, the State of Michigan has a reported veterans population of 680,417 veterans; and

Whereas, many of these veterans are eligible to receive Federal and State benefits for such things as service related disability compensation, educational tuition assistance, job training assistance, medical health care benefits and property tax relief among many other Federal and State benefits; and

Whereas, Michigan has consistently ranked low in the receipt of Federal dollars in the form of payments for these benefits in comparison to other States with similar veterans populations; and

Whereas, Governor Snyder has placed a priority on helping Michigan veterans receive all the Federal and State benefits they are eligible for; and

Whereas, to accomplish that goal Governor Snyder signed into law, Executive Order 2013-2 on the 18<sup>th</sup> day of January 2013 which established the Michigan Veteran Affairs Agency to

i. Review, investigate, evaluate, and assess all programs within the executive branch of government related to services and benefits for veterans, including but not limited to programs involving health care, education, employment assistance, and quality of life.

ii. Serve as the coordinating office for all agencies of the executive branch of government that are responsible for programs related to services for veterans.

iii. Analyze and make recommendations to the Governor on proposed programs and policies relating to veterans, and on the elimination of duplication in existing state programs in these areas.

iv. Provide information and assistance to all departments and agencies of the executive branch of government, both directly and by functioning as a clearinghouse for information received from such agencies, other branches of government, other states, and the federal government.

v. Serve as the Governor's liaison with the Secretary of State, the Michigan Economic Development Corporation, the Michigan Strategic Fund, and with all other departments and agencies of the executive branch of government with respect to programs, services, or benefits for veterans.

vi. The Agency may request advice and assistance to re-engineer business processes and establish inter-agency and intra-agency data sharing requirements, policies, procedures and standards to improve services to veterans in Michigan. All executive branch departments and agencies shall cooperate fully with the new Agency in the performance of these responsibilities.

vii. The Agency may make and execute contracts and other instruments necessary or convenient to the proper exercise of its functions.

Whereas, Public Act 59 of 2013 designated funding to make, supplement, adjust and consolidate appropriations for various state department and agencies, and

Whereas, Public Act 59 of 2013 (Sec 402) (1) mandates "The Agency shall manage the disbursements of veterans advice, advocacy, and assistance grants to veteran service organizations,

Whereas, Public Act 59 of 2013 (Sec 402) (3) mandates "The Agency shall disburse VSO grants to assist them to achieve Agency goals and performance objectives in partnership with the VSO's. Grants to VSO's will be disbursed to fund programs and projects which are determined by the Agency to meet Agency performance objectives",

Whereas, the State of Michigan and the Michigan Veterans Coalition have historically worked together to deliver services to State Veterans,

Whereas, in 2010, the American Legion (AL), the Veterans of Foreign Wars (VFW), the Disabled American Veterans (DAV), the Marine Corps League (MCL) and the Military Order of the Purple Heart (MOPH) formed the Michigan Veterans Coalition to coordinate delivery of service to Michigan Veterans Population; and

Whereas, the Veterans Affairs Directorate (VAD), the predecessor agency to the MVAA, entered into a memorandum of understanding to coordinate and deliver services to Michigan Veteran Population;

Now therefore, be it resolved between the parties that the Michigan Veteran Affairs Agency and the Michigan Veterans Coalition mutually agree to enter into this memorandum of understanding (grant) to deliver services to Michigan Veterans.

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## **Article 1 – Purpose**

This is a Grant for the Coalition to provide management monitoring services, and quality assurance on Veterans' claims. These claims are produced and submitted on behalf of veterans and their family members seeking veterans' benefits.

### **Background**

The Michigan Veterans Affairs Agency has responsibilities for the administration and operation of the Michigan Veterans Trust Fund, Michigan Veterans Homeowners Assistance Program, the Michigan Homes for Veterans, constituent service or referral and the state's grant to chartered veterans' service organizations and the Michigan Association of County Veterans Counselors.

The MVAA will ensure that all claims submitted to the VA by the Coalition are moving towards a complete or substantially complete status, and that all efforts have been made to support the claims. This Grant will allow the MVAA to verify the Coalition's performance and ensure there is a return on the use of State General Funds.

## **Article 2 – Description of Work to be Performed**

The Coalition is to provide assistance to veterans making claims.

Coalition must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Coalition is to appoint a coordinator from the accredited Veterans Service Organizations for each region. The coordinator will be responsible for preparing and submitting reports on the region's activities and accomplishments. The coordinator will also serve as a liaison to other public or private agencies. The coordinator must be preapproved by the MVAA from a list of best available persons submitted by the Coalition. Please see Attachment A, State of Michigan Prosperity Regions.

The work schedule will be based on an 8-hour day (8:00 a.m. to 5:00 p.m.) with 1-hour for lunch. The work schedule may, from time to time, be adjusted with the advice and consent of the State, to accommodate flexible work schedules, or other issues that require a deviation from the regular work schedule. From 8:00 a.m. – 9:00 a.m. administrative work shall be performed using the remainder of the day to work directly with veterans or their family members. There will be no work on State holidays, Federal holidays or National Service Organization days.

Please see Attachment B, Contracted Service Officer Schedule of Operation.

MVAA and the Coalition will jointly develop a report that the Coalition must submit that is cumulative of all of the VSOs. This report will summarize activities, outreach events, coalition members.

The report will also include the number of veterans that have been seen or met with in the time period broken down by the number of claims by type; Compensation, Pension and Other Death Related Claims. Each claim type will describe if the claim is new, reopened or special. There should also be a section for the number of claims submitted to the Veterans Affairs that are fully developed and categorized as "other". Please see Attachment C, MVC Activity Report.

Failure to submit timely reports is considered to be a material breach of this agreement for which the agreement may be terminated.

#### **Coalition Staff, Roles, and Responsibilities**

The Coalition shall maintain the staffing and resources necessary to process a goal of 20,000 claims per year. A claim is defined as a submitted form to the VA that if approved will provide monetary support to a veteran.

#### **Project Plan Management**

The Coalition will carry out this project under the direction and control of DMVA-MVAA.

The MVAA has the option to meet quarterly with the Coalition's designee for the purpose of reviewing progress and providing necessary guidance to the Coalition in solving problems that arise.

The Coalition will submit brief written quarterly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real and anticipated; notification of any significant deviation from previously agreed upon work plans which should be brought to the attention of MVAA and/or designee. A copy of this report will be forwarded to the Director of MVAA and the Director of the Coalition.

The Coalition must also furnish to MVAA for approval a proposed work plan, which must include the following:

The Coalition's project organization structure.

The Coalition's organizational chart with names and titles of personnel assigned to the project. This must be in agreement with staffing of accepted proposals. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior notification to the State.

In addition, the MVAA will monitor for compliance of the grant.

#### **Reports**

The Coalition shall provide written copy of the following reports as specified to the Director of Targeted Outreach. The Coalition and the Director of Targeted Outreach will develop and implement a reporting mechanism that provides for information to be prepared as agreed upon.

1. The Coalition must provide monthly reports that include the the type of claim, the effective date and the lump sum payment per month, the compensation disability rating and the monthly compensation. All reporting from the Coalition must be for work completed by a Coalition member and not originated with a county or state agency.
2. The Coalition must submit itemized statement of costs incurred in the preceding month. These shall include private pay invoices and monthly billing statements reports, when requested by the State. Examples include itemized report of services provided to the Agency, open invoice

reports, service compliance reports, etc. The Coalition must bill on a monthly basis for services that the MVAA will be responsible for payment.

3. The Coalition must maintain records for 7 years.

**Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this Article.

The MVAA Project Manager will be responsible for verifying that the work;

1. Was performed in the time period referenced;
2. Meets the deliverable criteria; and
3. Was performed according to the Grant specifications.

**Article 3 – Pricing**

The service rate paid per hour by the MVAA is \$24.74

The money to be allocated to each region will be based on Attachment D, Dissemination of Prosperity Region Administrative Appropriation and Public Act 59 of 2013 Outreach Appropriation.

Coalition's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Coalition for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dtmb](http://www.michigan.gov/dtmb) for current rates.

Each region will receive a designated allowance for travel. The duty station listed on Attachment B is the Veterans Service Organization's official place of business. Travel to and from work on a daily basis does not qualify as allowable travel. Some exceptions may apply in the Upper Peninsula and the northern portion of the Lower Peninsula. The State will reimburse travel for an amount over 50 miles one direction to place of duty at the current travel reimbursement rate. The travel allowance may be used for supplies and materials required for fulfilling the responsibilities of this grant. A time and expense report will be required of all Veterans Service Organizations to document expenditures.

**Price Term**

Prices are firm for the entire length of the grant.

**Tax Excluded from Price**

**Sales Tax:** For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

**Federal Excise Tax:** The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting grant are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent

upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

**Holdback**

The State has the right to hold back, as a retainage, an amount equal to five percent (5%) of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back must be released to Contractor after the State has granted Final Acceptance.

Beginning in FY 14, MVAA will withhold an amount not less than \$290,460, to serve as incentive payments to Coalition members that are producing deliverables, as enumerated in the report(s) referenced in Article 2 , that are in excess of their counterparts, for which the Agency wishes to reward extraordinary efforts and results. Prior to payment of these funds MVAA and Coalition will reach an agreement as to the amount and criteria for award under this section.

30% of the funds retained will be distributed on a prorated basis by region for an increase of 10% of overall claims; 30% of the funds retained will be distributed on a prorated basis for submittal of at least 30% fully developed claims; and 30% of the funds retained will be distributed on a prorated basis by region for a goal as established between the Coalition and the MVAA.

**Article 4 – Term**

The grant is for a period of nine months beginning January 1, 2014 through September 30, 2014. All outstanding Purchase Orders must also expire upon the termination of the grant, unless otherwise extended under the grant. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the grant’s stated term, will remain in effect for the balance of the fiscal year for which they were issued.

**Article 5 – General Terms and Conditions**

**A. Administration**

The grant is issued by the Michigan Veterans Affairs Agency. MVAA is the sole point of contact in the State with regard to all procurement and contractual matters relating to the grant. **MVAA is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the grant.** The grant Administrator within MVAA for the grant is:

Nick Cook, Director of Targeted Outreach  
Department of Military and Veterans Affairs  
Michigan Veterans Affairs Agency  
222 Washington Square North, 5<sup>th</sup> Floor  
P.O. Box 30104  
Lansing, MI 48909  
(517) 284-5239  
[Cookn4@michigan.gov](mailto:Cookn4@michigan.gov)

**B. Contract Compliance Inspector (CCI)**

MVAA receives the properly executed grant, the person named below, or any other person so designated, to monitor and coordinate the activities for the grant on a day-to-day basis during its term.

However, monitoring of the grant implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Grant as that authority is retained by MVAA. The CCI for the Contract is:

Robert Price, Veterans Services Administrator  
Department of Military and Veterans Affairs  
Michigan Veterans Affairs Agency  
222 Washington Square North, 5<sup>th</sup> Floor  
P.O. Box 30104  
Lansing, MI 48909  
(517) 284-5209  
[PriceR5@michigan.gov](mailto:PriceR5@michigan.gov)

**C. Project Manager**

The following individual will oversee the project:

Robert Price, Veterans Services Administrator  
Department of Military and Veterans Affairs  
Michigan Veterans Affairs Agency  
222 Washington Square North, 5<sup>th</sup> Floor  
P.O. Box 30104  
Lansing, MI 48909  
(517) 284-5209  
[PriceR5@michigan.gov](mailto:PriceR5@michigan.gov)

**D. Change Requests**

The State reserves the right to request, from time to time, any changes to the requirements and specifications of the grant and the work to be performed by the Coalition under the grant. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Coalition to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Coalition does not so notify the State, the Coalition has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

**Change Requests:**

- (a) By giving Coalition written notice within a reasonable time, the State must be entitled to accept a Coalition proposal for Change, to reject it, or to reach another agreement with Coalition. Should the parties agree on carrying out a Change, a written grant Change Notice must be prepared and issued under the grant, describing the Change and its effects on the Services and any affected components of the grant.
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed grant Change Notice issued by the MVAA.

(c) If the State requests or directs the Coalition to perform any activities that Coalition believes constitute a Change, the Coalition must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Coalition fails to notify the State before beginning to work on the requested activities, then the Coalition waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Coalition commences performing work outside the scope of the grant and then ceases performing that work, the Coalition must, at the request of the State, retract any out-of-scope work that would adversely affect the grant.

#### **E. Notices**

Any notice given to a party under the grant must be deemed effective, if addressed to the State contact and the Coalition's contact as noted on the cover page of the grant, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving notice according to this Section.

#### **F. Relationship of the Parties**

The relationship between the State and Coalition is that of client and independent contractor. No agent, employee, or servant of Coalition or any of its Subcontractors is an employee, agent or servant of the State. Coalition is solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the grant.

#### **G. Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the grant, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the grant.

#### **H. Assignments**

(a) Neither party may assign the grant, or assign or delegate any of its duties or obligations under the grant, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the grant to any other State agency, department, division or department without the prior consent of Coalition and Coalition may assign the grant to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of the grant. May withhold consent on subcontracts or innovations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the grant or the State's ability to recover damages.

(b) Coalition may not, without the prior written approval of the State, assign its right to receive payments due under the grant. If the State permits an assignment, the Coalition is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the grant that all payments must be made to one (1) entity continues.

(c) If the Coalition intends to assign the grant or any of the Coalition's rights or duties under the grant, the Coalition must notify the State in writing at least 90 days before the assignment. The Coalition also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

#### **I. Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the grant are to be released without prior written approval of the State and then only to persons designated.

#### **J. Financial**

##### ***1. Fixed Prices for Services/Deliverables***

Each Statement of Work or Purchase Order issued under the grant must specify (or indicate by reference to the appropriate grant Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amount. The State may make progress payments to the Coalition when requested as work progresses, but not more frequently than monthly, in amount approved by the grant Administrator, after negotiation. Coalition must show verification of measurable progress at the time of requesting progress payments.

##### ***2. Adjustments for Reductions in Scope of Services/Deliverables***

If the scope of the Services/Deliverables under any Statement of Work issued under the grant is subsequently reduced by the State, the parties must negotiate an equitable reduction in Coalition's charges under such Statement of Work commensurate with the reduction in scope.

##### ***3. Services/Deliverables Covered***

For all Services/Deliverables to be provided by Coalition (and its Subcontractors, if any) under the grant, the State must not be obligated to pay any amount in addition to the charges specified in the grant.

##### ***4. Invoicing and Payment – In General***

(a) Each Statement of Work issued under the grant must list (or indicate by reference to the appropriate grant Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amount.

(b) Each Coalition invoice must show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis must show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Coalition's invoices showing the amount owed by the State minus any holdback amount to be retained by the State.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the Coalition.

The specific payment schedule for any grant entered into, as the State and the Coalition must mutually agree upon. The schedule must show payment amount and must reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements must be forwarded to the designated representative by the 15th day of the following month.

The State may make progress payments to the Coalition when requested as work progresses, but not more frequently than monthly, in amount approved by the CCI, after negotiation. Coalition must show verification of measurable progress at the time of requesting progress payments.

#### **5. Final Payment**

The making of final payment by the State to Coalition does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the grant, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with the grant, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Coalition's acceptance of final payment by the State under the grant must constitute a waiver of all claims by Coalition against the State for payment under the grant, other than those claims previously filed in writing on a timely basis and still unsettled.

#### **6. Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State contracts. The Coalition must register with the State electronically at <http://www.cpxpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

### **K. Taxes**

#### **1. Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

#### **2. Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two (2) or more trades or businesses under common control" the term "organization" means sole

proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

## **L. Contract Management**

### **1. Coalition Personnel Qualifications**

All persons assigned by Coalition to the performance of Services under the grant must be employees of Coalition or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Coalition must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the grant, independent contractors engaged by Coalition solely in a staff augmentation role must be treated by the State as if they were employees of Coalition for the grant only; however, the State understands that the relationship between Coalition and Subcontractor is an independent contractor relationship.

### **2. Re-assignment of Personnel at the State's Request**

The State reserves the right in cooperation with the Coalition to require the removal from the Project of Coalition personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Coalition cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

### **3. Coalition Personnel Location**

All staff assigned by Coalition to work on the grant must perform their duties either primarily at Coalition's offices and facilities or at State and Federal facilities. Without limiting the generality of the foregoing, Key Personnel must, at a minimum, spend at least the amount of time on-site as indicated in the applicable Statement of Work. Subject to availability, selected Coalition personnel may be assigned office space to be shared with State personnel.

### **4. Coalition Identification**

Coalition employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Coalition employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

### **5. Cooperation with Third Parties**

Coalition must cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. The Coalition must provide to the State's agents and other contractors reasonable access to Coalition's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the grant and will not interfere or jeopardize the safety or operation of the systems or facilities.

#### **6. Coalition Return of State Equipment/Resources**

The Coalition must return to the State any State-furnished equipment, facilities, and other resources when no longer required for the grant in the same condition as when provided by the State, reasonable wear and tear excepted.

#### **7. Contract Management Responsibilities**

The Coalition must assume responsibility for all contractual activities, whether or not that Coalition performs them. Further, the State considers the Coalition to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated grant. If any part of the work is to be subcontracted, the grant must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Coalition to replace Subcontractors found to be unacceptable. The Coalition is totally responsible for adherence by the Subcontractor to all provisions of the grant. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

#### **M. Security**

On a case-by-case basis, the State may investigate the Coalition's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Coalition personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Coalition personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

#### **N. Confidentiality**

##### **1. Confidentiality**

Coalition and the State each acknowledge that the other possesses, and will continue to possess, confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Coalition must mean all non-public proprietary information of Coalition (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Coalition by the State under its performance under the grant, is marked as confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the grant) that is publicly available under the Michigan FOIA.

##### **2. Protection and Destruction of Confidential Information**

The State and Coalition must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Coalition nor the State will (i) make any use of the Confidential

Information of the other except as contemplated by the grant, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the grant. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the grant, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Coalition obligates the Subcontractor in a written grant to maintain the State's Confidential Information in confidence. At the State's request, any employee of Coalition and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Coalition's and the Subcontractor's obligations under this Section and of the employee's obligation to Coalition or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the grant for any reason, Coalition must certify to the State that Coalition has destroyed all State Confidential Information.

## **O. Records and Inspections**

### **1. Inspection of Work Performed**

The State's authorized representatives have the right to enter the Coalition's premises or any other places where work is being performed in relation to this grant in accordance with privacy policies as set forth by each Coalition member organization. The representatives may inspect, monitor, or evaluate the work being performed at any time. The Coalition must provide reasonable assistance for the State's representatives during inspections.

### **2. Retention of Records**

(a) The Coalition must retain all financial and accounting records related to this grant for a period of 7 years after the Coalition performs any work under this grant (Audit Period).

(b) If an audit, litigation, or other action involving the Coalition's records is initiated before the end of the Audit Period, the Coalition must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### **3. Examination of Records**

(a) The State, upon 10 days notice to the Coalition, may examine and copy any of the Coalition's records that relate to this grant any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Coalition if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Coalition, or any Subcontractor that performs services in connection with this grant.

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, MVAA or its designee may audit the Coalition to verify compliance with the grant. The financial and accounting records associated with the grant shall be made available to MVAA or its

designee and the auditor general, upon request, during the term of the grant and any extension of the grant and for 3 years after the later of the expiration date or final payment under the grant.

(c) The Coalition must have an independent audit conducted annually on the financial and accounting records associated with the grant. The auditor must be from outside the Coalition and approved by the Director of Targeted Outreach.

#### **4. Audit Resolution**

If necessary, the Coalition and the State will meet to review any audit report promptly after its issuance. The Coalition must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Coalition and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

#### **5. Errors**

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the grant. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the grant, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Coalition must pay all reasonable audit costs.

### **P. Indemnification**

#### **1. General Indemnification**

The Coalition must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Coalition in the performance of the grant and that are attributable to the negligence or tortious acts of the Coalition or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

#### **2. Employee Indemnification**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Coalition or any of its Subcontractors, the indemnification obligation under the grant must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Coalition or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

## **Q. Termination**

### **1. Notice and Right to Cure**

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

### **2. Termination for Cause**

(a) The State may terminate the grant, for cause, by notifying the Coalition in writing, if the Coalition (i) breaches any of its material duties or obligations under the grant (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If the Coalition is terminated for cause, the Coalition must pay all costs incurred by the State in terminating the grant, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the grant from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the grant, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the grant.

(c) If the State chooses to partially terminate the grant for cause, charges payable under the grant will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the grant that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates the grant for cause under this Section, and it is determined, for any reason, that Coalition was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the grant for a termination for convenience.

### **3. Termination for Convenience**

The State may terminate the grant for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the grant, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or

misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the grant for its convenience, in whole or in part, by giving Coalition written notice at least 30 days before the date of termination. If the State chooses to terminate the grant in part, the charges payable under the grant must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the grant that are terminated for cause must cease on the effective date of the termination.

#### ***4. Termination for Non-Appropriation***

(a) Coalition acknowledges that, if the grant extends for several fiscal years, continuation of the grant is subject to appropriation or availability of funds for the grant. If funds to enable the State to effect continued payment under the grant are not appropriated or otherwise made available, the State must terminate the grant and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Coalition. The State must give Coalition at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the grant is reduced by law, or funds to pay Coalition for the agreed-to level of the Services or production of Deliverables to be provided by Coalition are not appropriated or otherwise unavailable, the State may, upon 30 days notice to Coalition, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the grant will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the grant, eliminates certain Deliverables, or reduces the level of Services to be provided by Coalition under this Section, the State must pay Coalition for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available.

#### ***5. Termination for Criminal Conviction***

The State may terminate the grant immediately and without further liability or penalty in the event Coalition, an officer of the Coalition, or an employee of the Coalition is convicted of a criminal offense related to a State, public or private Contract or subcontract.

#### ***6. Termination for Approvals Rescinded***

The State may terminate the grant if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the Coalition for only the work completed to that point under the grant. Termination may be in whole or in part and may be immediate as of the date of the written notice to Coalition or may be effective as of the date stated in the written notice.

#### ***7. Rights and Obligations upon Termination***

(a) If the State terminates the grant for any reason, the Coalition must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the grant that

may be in Coalition's possession, (c) return all materials and property provided directly or indirectly to Coalition by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the grant and which are resulting from the grant (which must be provided to the State on an "As-Is" basis except to the extent the amount paid by the State in respect of the items included compensation to Coalition for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Coalition adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated grant.

(b) If the State terminates the grant before its expiration for its own convenience, the State must pay Coalition for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the grant, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Coalition under the grant, at the option of the State, becomes the State's property, and Coalition is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Coalition for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the grant, and may further pursue completion of the Services/Deliverables under the grant by replacement contract or otherwise as the State may in its sole judgment deem expedient.

#### **8. Reservation of Rights**

Any termination of the grant or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

#### **R. Nondiscrimination**

In the performance of the grant, the Coalition must comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq., as amended, and all applicable federal, State and local fair employment practices and equal opportunity laws as amended. Coalition agrees not to discriminate against any employee or applicant for employment; additionally no member of the Coalition may discriminate against any veteran or family member, their agent or authorized representative, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. Coalition further agrees that every subcontract entered into for the performance of the grant or any purchase order resulting from the grant must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., as amended, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., as amended, and any breach of this provision may be regarded as a material breach of the grant. No member of the Coalition may discriminate against any veteran or family member, their

agent or authorized representative because they belong to any service organization or because they don't belong to a service organization.

## **S. Governing Law**

### **1. Governing Law**

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

### **2. Compliance with Laws**

Coalition must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

### **3. Jurisdiction**

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

## **T. Disclosure Responsibilities**

### **1. Disclosure of Litigation**

(a) Disclosure. Coalition must disclose any material criminal litigation, investigations or proceedings involving the Coalition (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the grant and extensions, to which Coalition (or, to the extent Coalition is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Coalition or any Subcontractor; or (ii) a claim or written allegation of fraud against Coalition or, to the extent Coalition is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Coalition must disclose in writing to the grant Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Coalition's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the grant would cause a reasonable party to be concerned about:

- (i) the ability of Coalition (or a Subcontractor) to continue to perform the grant according to its terms and conditions, or
- (ii) whether Coalition (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute

a breach of the grant or a violation of Michigan law, regulations or public policy, then the Coalition must provide the State all reasonable assurances requested by the State to demonstrate that:

- (a) Coalition and its Subcontractors must be able to continue to perform the grant and any Statements of Work according to its terms and conditions, and
- (b) Coalition and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Coalition must make the following notifications in writing:
  - (1) Within 30 days of Coalition becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Coalition must notify MVAA.
  - (2) Coalition must also notify MVAA within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
  - (3) Coalition must also notify MVAA within 30 days whenever changes to company affiliations occur.

## **2. Bankruptcy and Insolvency**

The State may, without prejudice to any other right or remedy, terminate the grant, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Coalition files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Coalition and not removed within 30 days;
- (c) the Coalition becomes insolvent or if a receiver is appointed due to the Coalition's insolvency;
- (d) the Coalition makes a general assignment for the benefit of creditors; or
- (e) the Coalition or its affiliates are unable to provide reasonable assurances that the Coalition or its affiliates can deliver the services under the grant.

The Coalition must place appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

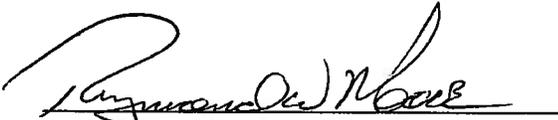
## **3. Force Majeure**

The performance of each party's obligations under this agreement is subject to all contingencies beyond the control of such party or its suppliers, including but not limited to force majeure, terrorist action, war, fire, earthquake, disasters, riots, civil insurrection, sabotage, accident, embargo, action of any governmental authority, shortage, or failure of supply and materials or labor, or strikes, or other labor trouble, and the parties accordingly are to be relieved of any obligation to each other for damages which may result from such contingencies; provided, however, that the parties shall perform their obligations to the maximum extent and as soon as possible.

Michigan Veterans Coalition

  
\_\_\_\_\_  
DAV Designee

Date: 12-4-2013

  
\_\_\_\_\_  
AL Designee

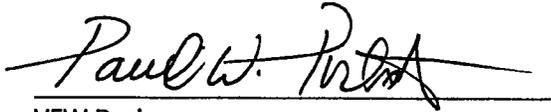
Date: 12-4-2013

\_\_\_\_\_  
MOPH Designee

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

  
\_\_\_\_\_  
MCL Designee

Date: 4 DEC, 2013

  
\_\_\_\_\_  
VFW Designee

Date: 4 Dec 2013

Michigan Veterans Affairs Agency

\_\_\_\_\_  
Jeff Barnes  
MVAA, Director

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

## **ATTACHMENTS**

Attachment A, State of Michigan Prosperity Regions

Attachment B, Contracted Service Officer Schedule of Operation

Attachment C, MVC Activity Report

Attachment D, Dissemination of Prosperity Region Administrative Appropriation

## DEFINITIONS

**24x7x365** means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

**Additional Service** means any Services within the scope of the grant, but not specifically provided under any Statement of Work.

### **Administration**

#### **Appeals means**

**Notice of Disagreement (NOD):** Any NOD with the Veterans Benefit, Health or Cemetery Administration. Form 9: Appeal to the Board of Veterans Appeals.

**Legal briefs/646:** Completion of the Statement of Accredited Representative in Appealed Case.

**Hearings:** Board of Veterans Appeals local, video or Washington DC. This also includes formal Decision Review Officer (under oath) and Informal.

**Audit Period** means the seven year period following Coalition's provision of any work under the grant.

### **Business Associate Agreement (HIPAA)**

**Business Day** means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

**CCI** means Contract Compliance Inspector.

#### **Compensation means**

**Original Claims Submitted:** New claims for a specific condition. A request for an increased evaluation of an already service connected condition. New dependency claims.

**Reopened Claims Submitted:** Claims that have been previously denied and are once again being brought before the rating board, usually with new and material evidence. Confirmed and Continued claims will fall within this heading.

**Special Monthly Compensation (SMC):** Claims for Aid and Attendance, Housebound status and any other SMC rating established within 38 CFR 3.350. Normally this would fall under the Original Claim element, but we would like to keep this separate.

#### **Contacts means**

**Phone contacts:** Calls received and made.

**Personal contacts/Interviews:** Face to face interviews. This includes contact outside the normal workplace.

**Rating Board Appearances:** Rating Decision reviews and other informal meetings with rating personnel.

**Contractor** means the Michigan Veterans Coalition comprised of five veteran service organizations (Veterans of Foreign Wars, Military Order of the Purple Heart, Marine Corps League, American Legion,

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Disabled American Veterans), providing combined service provision to Michigan veterans under established teaming agreement.

**Days** means calendar days unless otherwise specified.

**Deliverable** means physical goods and/or services required or identified in a Statement of Work.

**DMVA** means the Michigan Department of Military and Veterans Affairs.

**DTMB** means the Michigan Department of Technology Management and Budget.

**Education** means

Chapter 30/33 claims submitted: All claims that fall under the Montgomery GI Bill and Post 9/11 with completion of VA Form 22-1900.

Vocational Rehabilitation claims submitted: Chapter 31 with VA Form 28-1900 Disabled Veterans Applications for Vocational Rehabilitation.

Chapter 35 Claims Submitted: Completed VA Form 22-5490 Dependent Application for VA Benefits.

**Fully Developed Claims** means veterans, service members, and survivors submit all relevant records in their possession, and those records which are easily obtainable, such as private medical records, at the time they make their claim and certify that they have no further evidence to submit. Fully Developed Claims require Veterans to provide all supporting evidence in their possession when they submit their claims. This is evidence that VA legally must attempt to collect on the Veteran's behalf, which is already in the Veteran's possession, or is evidence the Veteran could easily obtain, like private treatment records.

**Hazardous Material** means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

**Homeowners/Auto** means

Special Adaptive Housing: Completed VA Form 10-1394 Application for Adaptive Equipment Motor Vehicle. VA Form 21-4502 Application for Auto or other Conveyance and adaptive equipment.

Special Adaptive Automobile: Completed VA form 26-4555 Application in Acquiring Special Adaptive Housing or Special Home Adaptation Grant. Completed VA Form 10-0103 Veterans Application for Assistance in Acquiring Home Improvements.

**Incident** means any interruption in any function performed for the benefit of a Plan Sponsor.

**Ineligible Cost**

**Key Personnel**

**Medical** means

Health Care Enrollment Applications: This includes 10-10 EZ and 10-10 EZR

CHAMPVA Applications: 10-10d

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**Michigan Veterans Coalition** is the Contractor.

**Miscellaneous means**

Clothing allowance and waivers: Completed VA Form 10-8678 Application for Clothing Allowance, Waivers, Compensation, pension, education and home loan.

Disability Letters Requested: Letters requested from the Regional Office for commissary privileges.

Amount letters for low-income housing. Civil Service Preference letters.

Flag Application: Completed VA Form 21-2008 Application for United States Flag for Burial Purpose.

**MVAA** means the Michigan Veterans Affairs Agency.

**New Work** means any Services/Deliverables outside the scope of the grant and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Coalition with additional consideration. "New Work" does not include Additional Service.

**NSO** means National Service Officer

**Other Death Related Claims means**

Dependency and Indemnity Compensation (DIC) Claims submitted: New or reopened claim for DIC.

Includes allowances for Aid and Attendance, and Housebound.

Death Pension: New claim for DP.

Special Monthly Pension (SMP): Claims for Aid and Attendance and Housebound status. Normally this would fall under the Original Claim element but we would like to keep this separate.

Burial Allowance Claims submitted: Claim for burial and or plot allowance. Headstone or Presidential Memorial Certificate.

**Pension means**

Original Claims Submitted. New claims for pension. New dependency claims.

Reopened Claims Submitted: Claims that have been previously denied and are once again being brought before the rating board, usually with new and material evidence. Confirmed and Continued claims will fall within this heading.

Special Monthly Pension (SMP): Claims for Aid and Attendance, and Housebound status. Normally this would fall under the Original Claim element, but we would like to keep this separate.

**Performance Incentives** means structured payment based on specific accomplishments rewarded to individuals or teams of workers who demonstrate enhanced ability, heightened capacity or accomplishment, superior skills or positive attitude with reward connection understood.

**Recovery Reports** means the reports that delineate specific award or increase to the veteran.

**Reports** means those reports compiled by the Coalition as enumerated in attachment.

**RFP** means a Request for Proposal designed to solicit proposals for services.

**Services** means any function performed for the benefit of the State.

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**SLA** means Service Level Agreement.

**State Location** means any physical location where the State performs work. State Location may include State-owned, leased, or rented space.

**Subcontractor** means a company selected by the Coalition to perform a portion of the Services, but does not include independent contractors engaged by Coalition solely in a staff augmentation role.

**Unauthorized Removal** means the Coalition's removal of Key Personnel without the prior written consent of the State.

#### **VetraSpec**

**VSO** means Veterans Service Organization.

**VSO** can also mean Veterans Service Officers.

**Work in Progress** means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

**Work Product** refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Coalition as a result of an in furtherance of performing the services required by the grant.

**Grant Agreement**

**Between**

**The Michigan Veterans Affairs Agency  
222 North Washington Square, 5<sup>th</sup> Floor  
P.O. Box 30104  
Lansing, MI 48909**

**And**

**The Michigan Association of Counties  
935 N Washington Avenue  
Lansing, Michigan 48906**

**Dated  
February 2014**

Grant Agreement  
between  
The State of Michigan  
Michigan Veterans Affairs Agency (MVAA)  
and

The Michigan Association of Counties; Individually and Collectively agree as follows:

Whereas, the State of Michigan has a reported veterans population of 680,417 veterans; and

Whereas, many of these veterans are eligible to receive Federal and State benefits for such things as service related disability compensation, educational tuition assistance, job training assistance, medical health care benefits and property tax relief among many other Federal and State benefits; and

Whereas, Michigan has consistently ranked low in the receipt of Federal dollars in the form of payments for these benefits in comparison to other States with similar veterans populations; and

Whereas, Governor Snyder has placed a priority on helping Michigan veterans receive all the Federal and State benefits they are eligible for; and

Whereas, to accomplish that goal Governor Snyder signed into law, Executive Order 2013-2 on the 18<sup>th</sup> day of January 2013 which established the Michigan Veteran Affairs Agency to

- i. Review, investigate, evaluate, and assess all programs within the executive branch of government related to services and benefits for veterans, including but not limited to programs involving health care, education, employment assistance, and quality of life.
- ii. Serve as the coordinating office for all agencies of the executive branch of government that are responsible for programs related to services for veterans.
- iii. Analyze and make recommendations to the Governor on proposed programs and policies relating to veterans, and on the elimination of duplication in existing state programs in these areas.
- iv. Provide information and assistance to all departments and agencies of the executive branch of government, both directly and by functioning as a clearinghouse for information received from such agencies, other branches of government, other states, and the federal government.
- v. Serve as the Governor's liaison with the Secretary of State, the Michigan Economic Development Corporation, the Michigan Strategic Fund, and with all other departments and agencies of the executive branch of government with respect to programs, services, or benefits for veterans.
- vi. The Agency may request advice and assistance to re-engineer business processes and establish inter-agency and intra-agency data sharing requirements, policies, procedures and standards to improve services to veterans in Michigan. All executive branch departments and agencies shall cooperate fully with the new Agency in the performance of these responsibilities.

vii. The Agency may make and execute contracts and other instruments necessary or convenient to the proper exercise of its functions.

Whereas, Public Act 59 of 2013 designated funding to make, supplement, adjust and consolidate appropriations for various state department and agencies, and

Whereas, Public Act 59 of 2013 (Sec 401) (9) mandates “The Agency shall provide training support for county veteran counselors.

Whereas, Public Act 59 of 2013 (Sect 401)(10) mandates “The Agency shall provide resources necessary to provide county veteran counselors with training to ensure quality benefit counseling services to veterans. From the funds appropriated in part 1; \$50,000.00 shall be allocated for training support.

Whereas, Public Act 59 of 2013; One time Appropriations (Sect 701) The 1-time appropriations in Part 1 for county counselor education and training expenses are to be expended for costs associated with attendance of county veteran counselors at the national conference of the National Association of County Veteran Service Officers (NACVSO) to be held in Michigan in 2014 and are in addition to the funds allocated in section 401.

Whereas, the State of Michigan and the Michigan Association of County Veteran Counselors have historically worked together to deliver services to State Veterans,

Whereas, the Michigan Veteran Affairs Agency, supports the training of county veteran counselors to satisfy the U.S. Department of Veteran Affairs (USDVA) requirement for county counselors to complete sixteen hours of continuing education instruction annually for accreditation retention.

Now therefore, be it resolved between the parties that the Michigan Veteran Affairs Agency and the Michigan Association of Counties mutually agree to enter into this memorandum of understanding (grant) to realize the goal of having of one accredited county veteran counselor in each of Michigan’s eighty-three counties.

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## **Article 1 – Purpose**

This is a Grant for the Michigan Association of Counties (MAC) whom acting as the fiduciary for the Michigan Association of County Veteran Counselors will administer appropriated funds for county veteran counselor training as pass-through funds to the Michigan Association of County Veteran Service Officers. Dissemination of the appropriation will have a focus on ensuring County Veteran Counselors receive adequate training to facilitate quality service provision to Michigan Veterans.

### **Background**

The Michigan Veterans Affairs Agency has responsibilities for the administration and operation of the Michigan Veterans Trust Fund, Michigan Veterans Homeowners Assistance Program, and the Michigan Homes for Veterans, constituent service or referral and the state's grant to chartered veterans' service organizations and the Michigan Association of County Veterans Counselors (MACVC).

The Michigan Veteran Affairs Agency (MVAA) is responsible for ensuring adequate training is provided to county veteran counselors to retain their individual accreditation and further the provision of quality advice, advocacy and assistance to Michigan Veterans.

## **Article 2 – Description of Work to be Performed**

Ensure appropriations for county veteran counselor education and training are expended on costs associated with the attendance of county veteran counselors at selected training events.

Assure every Michigan county veteran counselor is made aware of the National Association of County Veteran Service Officers Annual Conference hosted in Grand Rapids, MI.

Submit reports related to training attendance and identify those that decided not to attend.

Provide reimbursement services for personal expenses incurred by county veteran counselors in accordance with applicable State of Michigan reimbursement policies.

MVAA, MAC and the MACVC will jointly develop a report that MAC must submit which is cumulative of all of county veteran counselors. The report will summarize activities and identify MACVC members and completed training by each member. Failure to submit timely reports is considered to be a material breach of this agreement for which the agreement may be terminated.

### **MAC Staff, Roles, and Responsibilities**

MAC shall maintain the staffing and resources necessary to administer the dissemination of designated appropriations, process reimbursement of travel expenses for county veteran counselors attending approved training and provide requisite reports.

### **Project Plan Management**

The MAC will carry out this project under the direction and control of DMVA-MVAA.

The MVAA has the option to meet quarterly with a MAC designee for the purpose of reviewing progress and providing necessary guidance to the MAC in solving problems that arise.

In addition, the MVAA will monitor for compliance of the grant.

### **Reports**

The MAC shall provide a written copy of the following reports as specified to the Director of Targeted Outreach. The MAC and the Director of Targeted Outreach will develop and implement a reporting mechanism that provides for information to be prepared as agreed upon.

1. Reports detailing the number of county veteran counselors informed, attending and completing training at any approved training event.
2. Report all expenditures of reimbursement to MVAA.
3. The MAC must maintain records for 7 years.

### **Criteria**

The following criteria will be used by the MVAA to determine Acceptance of the Services or Deliverables provided under this Article.

The MVAA Project Manager will be responsible for verifying that the work;

1. Was performed in the time period referenced;
2. Meets the deliverable criteria; and
3. Was performed according to the Grant specifications.

### **Article 3 – Pricing**

MAC's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses. Reimbursement shall not exceed \$95000 minus a 5% fee for administrative costs and including any withholdings by the MAC.

The State agrees in advance and in writing the reimbursement to county veteran counselors for travel to and from scheduled continuing education training (requisite for county veteran counselors to retain the accreditation they have already earned), at the State's current travel reimbursement rates. See [www.michigan.gov/dtmb](http://www.michigan.gov/dtmb) for current rates.

Mileage will be reimbursed on the basis of the commonly used route. Reimbursement will not be made for extra miles logged from a roundabout route. Mileage within the city, town or immediate vicinity of one's duty station is not reimbursable, except in special circumstances. Authorization for reimbursement related to special circumstances must be pre-approved by the MVAA Contract Compliance Inspector. A copy of this authorization must accompany corresponding expense reimbursement request. All claims for reimbursement must include the date, itinerary, purpose and mileage for each individual trip. This information must be provided on the DTMB Travel Expense Voucher (see attachment A). Travel expenses incurred between a county veteran counselor's home and work location are considered to be commuting expenses and will not be paid.

Only the authorized traveler who furnishes a private vehicle for group trips may claim and be reimbursed for mileage.

Meals will be reimbursed at the state rate per diem.

**Price Term**

Prices are firm for the entire length of the grant.

**Tax Excluded from Price**

**Sales Tax:** For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

**Federal Excise Tax:** The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting grant are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

**Holdback**

The State has the right to hold back, as a retainage, an amount equal to five percent (5%) of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back must be released to Contractor after the State has granted Final Acceptance.

**Article 4 – Term**

The grant is for a period of eight months beginning January 1, 2014 through September 30, 2014. All outstanding Purchase Orders must also expire upon the termination of the grant, unless otherwise extended under the grant. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the grant's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

**Article 5 – General Terms and Conditions**

**A. Administration**

The grant is issued by the Michigan Veterans Affairs Agency. MVAA is the sole point of contact in the State with regard to all procurement and contractual matters relating to the grant. **MVAA is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the grant.** The grant Administrator within MVAA for the grant is:

Nick Cook, Director of Targeted Outreach  
Department of Military and Veterans Affairs  
Michigan Veterans Affairs Agency  
222 Washington Square North, 5<sup>th</sup> Floor  
P.O. Box 30104  
Lansing, MI 48909

(517) 284-5239  
[Cookn4@michigan.gov](mailto:Cookn4@michigan.gov)

**B. Contract Compliance Inspector (CCI)**

MVAA receives the properly executed grant, the person named below, or any other person so designated, to monitor and coordinate the activities for the grant on a day-to-day basis during its term. However, monitoring of the grant implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Grant as that authority is retained by MVAA. The CCI for the Contract is:

Bobi Dixon-Ingalls  
Department of Military and Veterans Affairs  
Michigan Veterans Affairs Agency  
222 Washington Square North, 5<sup>th</sup> Floor  
P.O. Box 30104  
Lansing, MI 48909  
(517) 284-5209  
[dixoningallsb@michigan.gov](mailto:dixoningallsb@michigan.gov)

**C. Project Manager**

The following individual will oversee the project:

Robert Price, Veterans Services Administrator  
Department of Military and Veterans Affairs  
Michigan Veterans Affairs Agency  
222 Washington Square North, 5<sup>th</sup> Floor  
P.O. Box 30104  
Lansing, MI 48909  
(517) 284-5209  
[PriceR5@michigan.gov](mailto:PriceR5@michigan.gov)

**D. Notices**

Any notice given to a party under the grant must be deemed effective, if addressed to the State contact and the MAC's contact as noted on the cover page of the grant, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving notice according to this Section.

**E. Relationship of the Parties**

The relationship between the State and MAC is that of client and independent contractor. No agent, employee, or servant of MAC or any of its Subcontractors is an employee, agent or servant of the State.

MAC is solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the grant.

**F. Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the grant, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the grant.

**G. Assignments**

(a) Neither party may assign the grant, or assign or delegate any of its duties or obligations under the grant, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the grant to any other State agency, department, division or department without the prior consent of MAC and MAC may assign the grant to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of the grant. May withhold consent on subcontracts or innovations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the grant or the State's ability to recover damages.

(b) MAC may not, without the prior written approval of the State, assign its right to receive payments due under the grant. If the State permits an assignment, the MAC is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the grant that all payments must be made to one (1) entity continues.

(c) If the MAC intends to assign the grant or any of the MAC's rights or duties under the grant, the MAC must notify the State in writing at least 90 days before the assignment. The MAC also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

**I. Financial**

**1. Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under the grant must specify (or indicate by reference to the appropriate grant Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amount. The State may make progress payments to the MAC when requested as work progresses but; not more frequently than monthly, in amount approved by the grant Administrator, after negotiation. MAC must show verification of measurable progress at the time of requesting progress payments.

**2. Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under any Statement of Work issued under the grant is subsequently reduced by the State, the parties must negotiate an equitable reduction in MAC's charges under such Statement of Work commensurate with the reduction in scope.

**3. Services/Deliverables Covered**

For all Services/Deliverables to be provided by MAC (and its Subcontractors, if any) under the grant, the State must not be obligated to pay any amount in addition to the charges specified in the grant.

#### **4. Invoicing and Payment – In General**

(a) Each Statement of Work issued under the grant must list (or indicate by reference to the appropriate grant Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amount.

(b) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(c) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the MAC.

The specific payment schedule for any grant entered into, as the State and the MAC must mutually agree upon. The schedule must show payment amount and must reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements must be forwarded to the designated representative by the 15th day of the following month.

The State may make progress payments to the MAC when requested as work progresses, but not more frequently than monthly, in amount approved by the CCI, after negotiation. MAC must show verification of measurable progress at the time of requesting progress payments.

#### **5. Final Payment**

The making of final payment by the State to MAC does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the grant, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with the grant, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. MAC's acceptance of final payment by the State under the grant must constitute a waiver of all claims by MAC against the State for payment under the grant, other than those claims previously filed in writing on a timely basis and still unsettled.

#### **6. Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State contracts. The MAC must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

### **K. Taxes**

#### **1. Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

#### **2. Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in

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Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two (2) or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

## **L. Contract Management**

### **1. MAC Personnel Qualifications**

All persons assigned by MAC to the performance of Services under the grant must be employees of the MAC and must be fully qualified to perform the work assigned to them. MAC must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the grant, independent contractors engaged by MAC solely in a staff augmentation role must be treated by the State as if they were employees of MAC for the grant only; however, the State understands that the relationship between MAC and Subcontractor is an independent contractor relationship.

### **2. Re-assignment of Personnel at the State’s Request**

The State reserves the right in cooperation with the MAC to require the removal from the Project of MAC personnel found, in the judgment of the State, to be unacceptable. The State’s request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State’s request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the MAC cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State’s required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

### **5. Cooperation with Third Parties**

MAC must cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State’s Quality Assurance personnel. The MAC must provide to the State’s agents and other contractors reasonable access to MAC Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the grant and will not interfere or jeopardize the safety or operation of the systems or facilities.

### **6. MAC Return of State Equipment/Resources**

The MAC must return to the State any State-furnished equipment, facilities, and other resources when no longer required for the grant in the same condition as when provided by the State, reasonable wear and tear excepted.

### **7. Contract Management Responsibilities**

The MAC must assume responsibility for all contractual activities, whether or not that MAC performs them. Further, the State considers the MAC to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated grant. If any part of the work is to be subcontracted, the grant must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the MAC to replace Subcontractors found to be unacceptable. The MAC is totally responsible for adherence by the Subcontractor to all provisions of the grant. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

## **M. Confidentiality**

### **1. Confidentiality**

MAC and the State each acknowledge that the other possesses, and will continue to possess, confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of MAC must mean all non-public proprietary information of MAC (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to MAC by the State under its performance under the grant, is marked as confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the grant) that is publicly available under the Michigan FOIA.

### **2. Protection and Destruction of Confidential Information**

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

Promptly upon termination or cancellation of the grant for any reason, MAC must certify to the State that MAC has destroyed all State Confidential Information.

## **O. Records and Inspections**

### **1. Inspection of Work Performed**

The State's authorized representatives have the right to enter the MAC's premises or any other places where work is being performed in relation to this grant in accordance with privacy policies as set forth by each MAC member organization. The representatives may inspect, monitor, or evaluate the work being performed at any time. The MAC must provide reasonable assistance for the State's representatives during inspections.

### **2. Retention of Records**

(a) The MAC must retain all financial and accounting records related to this grant for a period of 7 years after the MAC performs any work under this grant (Audit Period).

(b) If an audit, litigation, or other action involving the MAC's records is initiated before the end of the Audit Period, the MAC must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### **3. Examination of Records**

(a) The State, upon 10 days' notice to the MAC, may examine and copy any of the MAC's records that relate to this grant any time during the Audit Period. The State does not have the right to review any information deemed confidential by the MAC if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the MAC, or any Subcontractor that performs services in connection with this grant.

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, MVAA or its designee may audit the MAC to verify compliance with the grant. The financial and accounting records associated with the grant shall be made available to MVAA or its designee and the auditor general, upon request, during the term of the grant and any extension of the grant and for 3 years after the later of the expiration date or final payment under the grant.

### **4. Audit Resolution**

If necessary, the MAC and the State will meet to review any audit report promptly after its issuance. The MAC must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The MAC and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

### **5. Errors**

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the grant. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the grant, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the MAC must pay all reasonable audit costs.

## **P. Indemnification**

### **1. General Indemnification**

The MAC must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the MAC in the performance of the grant and that are attributable to the negligence or tortious acts of the MAC or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

### **2. Employee Indemnification**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the MAC or any of its Subcontractors, the indemnification obligation under the grant must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the MAC or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

## **Q. Termination**

### **1. Notice and Right to Cure**

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

### **2. Termination for Cause**

(a) The State may terminate the grant, for cause, by notifying the MAC in writing, if the MAC (i) breaches any of its material duties or obligations under the grant (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If the MAC is terminated for cause, the MAC must pay all costs incurred by the State in terminating the grant, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the grant from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise

included in the grant, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the grant.

(c) If the State chooses to partially terminate the grant for cause, charges payable under the grant will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the grant that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates the grant for cause under this Section, and it is determined, for any reason, that MAC was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the grant for a termination for convenience.

### **3. Termination for Convenience**

The State may terminate the grant for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the grant, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the grant for its convenience, in whole or in part, by giving MAC written notice at least 30 days before the date of termination. If the State chooses to terminate the grant in part, the charges payable under the grant must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the grant that are terminated for cause must cease on the effective date of the termination.

### **4. Termination for Non-Appropriation**

(a) MAC acknowledges that, if the grant extends for several fiscal years, continuation of the grant is subject to appropriation or availability of funds for the grant. If funds to enable the State to effect continued payment under the grant are not appropriated or otherwise made available, the State must terminate the grant and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to MAC. The State must give MAC at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the grant is reduced by law, or funds to pay MAC for the agreed-to level of the Services or production of Deliverables to be provided by MAC are not appropriated or otherwise unavailable, the State may, upon 30 day notice to MAC, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the grant will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the grant, eliminates certain Deliverables, or reduces the level of Services to be provided by MAC under this Section, the State must pay MAC for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available.

#### **5. Termination for Criminal Conviction**

(a) The State may terminate the grant immediately and without further liability or penalty in the event MAC, an officer of the MAC, or an employee of the MAC is convicted of a criminal offense related to a State, public or private Contract or subcontract.

(b) Business Integrity Clause: The Agency may immediately cancel the grant without further liability to the Agency or its employees if the grantee, an officer of the grantee, or an owner of a 25% or greater share of the grantee 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 Agency, reflects on the grantee's business integrity.

#### **6. Termination for Approvals Rescinded**

The State may terminate the grant if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the MAC for only the work completed to that point under the grant. Termination may be in whole or in part and may be immediate as of the date of the written notice to MAC or may be effective as of the date stated in the written notice.

#### **7. Rights and Obligations upon Termination**

(a) If the State terminates the grant for any reason, the MAC must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the grant that may be in MAC's possession, (c) return all materials and property provided directly or indirectly to MAC by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the grant and which are resulting from the grant (which must be provided to the State on an "As-Is" basis except to the extent the amount paid by the State in respect of the items included compensation to MAC for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for MAC adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated grant.

(b) If the State terminates the grant before its expiration for its own convenience, the State must pay MAC for all charges due for Services provided before the date of termination and, if applicable, as a

separate item of payment under the grant, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by MAC under the grant, at the option of the State, becomes the State's property, and MAC is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, MAC for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the grant, and may further pursue completion of the Services/Deliverables under the grant by replacement contract or otherwise as the State may in its sole judgment deem expedient.

### **8. Reservation of Rights**

Any termination of the grant or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

### **R. Nondiscrimination**

In the performance of the grant, the MAC must comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq., as amended, and all applicable federal, State and local fair employment practices and equal opportunity laws as amended. MAC agrees not to discriminate against any employee or applicant for employment; additionally no member of the MAC may discriminate against any veteran or family member, their agent or authorized representative, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. MAC further agrees that every subcontract entered into for the performance of the grant or any purchase order resulting from the grant must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., as amended, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., as amended, and any breach of this provision may be regarded as a material breach of the grant. No member of the MAC may discriminate against any veteran or family member, their agent or authorized representative because they belong to any service organization or because they don't belong to a service organization.

### **S. Governing Law**

#### **1. Governing Law**

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

#### **2. Compliance with Laws**

MAC must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

### **3. Jurisdiction**

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

## **T. Disclosure Responsibilities**

### **1. Disclosure of Litigation**

(a) Disclosure. MAC must disclose any material criminal litigation, investigations or proceedings involving the MAC (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the grant and extensions, to which MAC (or, to the extent MAC is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of MAC or any Subcontractor; or (ii) a claim or written allegation of fraud against MAC or, to the extent MAC is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The MAC must disclose in writing to the grant Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from MAC's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the grant would cause a reasonable party to be concerned about:

(i) the ability of MAC (or a Subcontractor) to continue to perform the grant according to its terms and conditions, or

(ii) whether MAC (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of the grant or a violation of Michigan law, regulations or public policy, then the MAC must provide the State all reasonable assurances requested by the State to demonstrate that:

(a) MAC and its Subcontractors must be able to continue to perform the grant and any Statements of Work according to its terms and conditions, and

(b) MAC and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) MAC must make the following notifications in writing:

(1) Within 30 days of MAC becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, MAC must notify MVAA.

(2) MAC must also notify MVAA within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) MAC must also notify MVAA within 30 days whenever changes to company affiliations occur.

**2. Bankruptcy and Insolvency**

The State may, without prejudice to any other right or remedy, terminate the grant, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the MAC files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the MAC and not removed within 30 days;
- (c) the MAC becomes insolvent or if a receiver is appointed due to the MAC's insolvency;
- (d) the MAC makes a general assignment for the benefit of creditors; or
- (e) The MAC or its affiliates are unable to provide reasonable assurances that the MAC on or its affiliates can deliver the services under the grant.

The MAC must place appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

**3. Force Majeure**

The performance of each party's obligations under this agreement is subject to all contingencies beyond the control of such party or its suppliers, including but not limited to force majeure, terrorist action, war, fire, earthquake, disasters, riots, civil insurrection, sabotage, accident, embargo, action of any governmental authority, shortage, or failure of supply and materials or labor, or strikes, or other labor trouble , and the parties accordingly are to be relieved of any obligation to each other for damages which may result from such contingencies; provided, however, that the parties shall perform their obligations to the maximum extent and as soon as possible.

**Michigan Association of Counties**

\_\_\_\_\_  
Designee

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

**Michigan Veterans Affairs Agency**

\_\_\_\_\_  
Jeff Barnes  
MVAA, Director

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

**ATTACHMENTS**

Attachment A, DTMB Travel Expense Voucher

## DEFINITIONS

**24x7x365** means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

**Additional Service** means any Services within the scope of the grant, but not specifically provided under any Statement of Work.

### **Administration**

#### **Appeals means**

**Notice of Disagreement (NOD):** Any NOD with the Veterans Benefit, Health or Cemetery Administration. Form 9: Appeal to the Board of Veterans Appeals.

**Legal briefs/646:** Completion of the Statement of Accredited Representative in Appealed Case.

**Hearings:** Board of Veterans Appeals local, video or Washington DC. This also includes formal Decision Review Officer (under oath) and Informal.

**Audit Period** means the seven year period following MAC's provision of any work under the grant.

### **Business Associate Agreement (HIPAA)**

**Business Day** means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

**CCI** means Contract Compliance Inspector.

#### **Compensation means**

**Original Claims Submitted:** New claims for a specific condition. A request for an increased evaluation of an already service connected condition. New dependency claims.

**Reopened Claims Submitted:** Claims that have been previously denied and are once again being brought before the rating board, usually with new and material evidence. Confirmed and Continued claims will fall within this heading.

**Special Monthly Compensation (SMC):** Claims for Aid and Attendance, Housebound status and any other SMC rating established within 38 CFR 3.350. Normally this would fall under the Original Claim element, but we would like to keep this separate.

#### **Contacts means**

**Phone contacts:** Calls received and made.

**Personal contacts/Interviews:** Face to face interviews. This includes contact outside the normal workplace.

**Rating Board Appearances:** Rating Decision reviews and other informal meetings with rating personnel.

**Contractor** means the MAC representing the MACVC, providing combined service provision to Michigan veterans under established teaming agreement.

**Days** means calendar days unless otherwise specified.

Grant Agreement

Michigan Association of Counties

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**Deliverable** means physical goods and/or services required or identified in a Statement of Work.

**DMVA** means the Michigan Department of Military and Veterans Affairs.

**DTMB** means the Michigan Department of Technology Management and Budget.

**Education means**

Chapter 30/33 claims submitted: All claims that fall under the Montgomery GI Bill and Post 9/11 with completion of VA Form 22-1900.

Vocational Rehabilitation claims submitted: Chapter 31 with VA Form 28-1900 Disabled Veterans Applications for Vocational Rehabilitation.

Chapter 35 Claims Submitted: Completed VA Form 22-5490 Dependent Application for VA Benefits.

**Fully Developed Claims** means veterans, service members, and survivors submit all relevant records in their possession, and those records which are easily obtainable, such as private medical records, at the time they make their claim and certify that they have no further evidence to submit. Fully Developed Claims require Veterans to provide all supporting evidence in their possession when they submit their claims. This is evidence that VA legally must attempt to collect on the Veteran's behalf, which is already in the Veteran's possession, or is evidence the Veteran could easily obtain, like private treatment records.

**Hazardous Material** means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

**Homeowners/Auto means**

Special Adaptive Housing: Completed VA Form 10-1394 Application for Adaptive Equipment Motor Vehicle. VA Form 21-4502 Application for Auto or other Conveyance and adaptive equipment.

Special Adaptive Automobile: Completed VA form 26-4555 Application in Acquiring Special Adaptive Housing or Special Home Adaptation Grant. Completed VA Form 10-0103 Veterans Application for Assistance in Acquiring Home Improvements.

**Incident** means any interruption in any function performed for the benefit of a Plan Sponsor.

**Ineligible Cost**

**Key Personnel**

**Medical means**

Health Care Enrollment Applications: This includes 10-10 EZ and 10-10 EZR

CHAMPVA Applications: 10-10d

**MAC is the Contractor.**

**Miscellaneous means**

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Michigan Association of Counties

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Clothing allowance and waivers: Completed VA Form 10-8678 Application for Clothing Allowance, Waivers, Compensation, pension, education and home loan.  
Disability Letters Requested: Letters requested from the Regional Office for commissary privileges. Amount letters for low-income housing. Civil Service Preference letters.  
Flag Application: Completed VA Form 21-2008 Application for United States Flag for Burial Purpose.

**MVAA** means the Michigan Veterans Affairs Agency.

**New Work** means any Services/Deliverables outside the scope of the grant and not specifically provided under any Statement of Work, such that once added will result in the need to provide the MAC with additional consideration. "New Work" does not include Additional Service.

**NSO** means National Service Officer

**Other Death Related Claims** means

Dependency and Indemnity Compensation (DIC) Claims submitted: New or reopened claim for DIC. Includes allowances for Aid and Attendance, and Housebound.

Death Pension: New claim for DP.

Special Monthly Pension (SMP): Claims for Aid and Attendance and Housebound status. Normally this would fall under the Original Claim element but we would like to keep this separate.

Burial Allowance Claims submitted: Claim for burial and or plot allowance. Headstone or Presidential Memorial Certificate.

**Pension** means

Original Claims Submitted or New claims for pension. New dependency claims.

Reopened Claims Submitted: Claims that have been previously denied and are once again being brought before the rating board, usually with new and material evidence. Confirmed and Continued claims will fall within this heading.

Special Monthly Pension (SMP): Claims for Aid and Attendance, and Housebound status. Normally this would fall under the Original Claim element, but we would like to keep this separate.

**Performance Incentives** means structured payment based on specific accomplishments rewarded to individuals or teams of workers who demonstrate enhanced ability, heightened capacity or accomplishment, superior skills or positive attitude with reward connection understood.

**Recovery Reports** means the reports that delineate specific award or increase to the veteran.

**Reports** means those reports compiled by the MAC.

**RFP** means a Request for Proposal designed to solicit proposals for services.

**Services** means any function performed for the benefit of the State.

**SLA** means Service Level Agreement.

**State Location** means any physical location where the State performs work. State Location may include State-owned, leased, or rented space.

**Subcontractor** means a company selected by the MAC to perform a portion of the Services, but does not include independent contractors engaged by MAC solely in a staff augmentation role.

**Unauthorized Removal** means the MAC's removal of Key Personnel without the prior written consent of the State.

**VetraSpec**

**VSO** means Veterans Service Organization.

**VSO** can also mean Veterans Service Officers.

**Work in Progress** means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

**Work Product** refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the MAC as a result of an in furtherance of performing the services required by the grant.

Region	Number of Service Officers/ Hours Per Year	Monday Service Provision Location	Tuesday Service Provision Location	Wednesday Service Provision Location	Thursday Service Provision Location	Friday Service Provision Location
Region 1a	1/ 2000	Hancock CBOC	Oscar G Johnson VAMC	Ironwood CBOC	Oscar G Johnson VAMC	Hancock CBOC
		9-5	9-5	9-5	9-5	9-5
VSO						
Region 1b	1/ 2000	Oscar G Johnson VAMC	Menominee CBOC	Oscar G Johnson VAMC	Marquette CBOC	Oscar G Johnson VAMC
		9-5	9-5	9-5	9-5	9-5
VSO						
Region 1c	1/ 2000	Sault Ste Marie CBOC	Sault Ste Marie CBOC	Manistique CBOC	Manistique CBOC	Regional Coordinator Activity
		9-5	9-5	9-5	9-5	9-5
Region 2	1/ 2000	Cadillac CBOC	Cadillac CBOC	Mackinaw City CBOC	1 <sup>st</sup> - 3 <sup>rd</sup> Kalkaska County 2 <sup>nd</sup> - 4 <sup>th</sup> Manistee County	Regional Coordinator Activity
		9-5	9-6	9-5	9-5	9-5
VSO						
Region 3	1/ 2000		Gaylord CBOC	Gaylord CBOC	Oshtemo CBOC	Regional Coordinator Activity
			9-5	9-5	9-5	9-5
VSO						
Region 4a	1/ 2000	Mecosta County		1 <sup>st</sup> - 3 <sup>rd</sup> Lake County 2 <sup>nd</sup> - 4 <sup>th</sup> Mason County		Regional Coordinator Activity
		9-5		9-5		9-5
VSO						
Region 4b	4/ 8000					
	1/2000	Muskegon CBOC	Muskegon CBOC	Muskegon CBOC	Muskegon CBOC	Muskegon CBOC
		9-5	9-5	9-5	9-5	9-5
VSO						
	1/2000	Grand Rapids CBOC	Grand Rapids CBOC	Grand Rapids CBOC	Grand Rapids CBOC	Grand Rapids CBOC
		9-5	9-5	9-5	9-5	9-5
VSO						
	1/2000	Ionia County	Ionia County	Ionia County	Montcalm County	Barry County
		9-5	9-5	9-5	9-5	9-5
VSO						
	1/2000			Ottawa County	Ottawa County	Ottawa County
				9-5	9-5	9-5
VSO						

Region	Number of Service Officers/ Hours Per Year	Monday Service Provision Location	Tuesday Service Provision Location	Wednesday Service Provision Location	Thursday Service Provision Location	Friday Service Provision Location
Region 5	5/ 10000					
	3/ 6000	Aleda E Lutz VAMC 9-5	Aleda E Lutz VAMC 9-5	Aleda E Lutz VAMC 9-5	Aleda E Lutz VAMC 9-5	Aleda E Lutz VAMC 9-5
VSO						
VSO						
	1/2000	Clare CBOC 9-5	Clare CBOC 9-5	Clare CBOC 9-5	Gladwin County 9-5	Arenac County 9-5
VSO						
	1/2000			Bay County 9-5	Bay County 9-5	Regional Coordinator Activity 9-5
VSO						
Region 6	4/ 8000					
	1/2000					
VSO						
	1/2000	Flint CBOC 9-5	Flint CBOC 9-5	Flint CBOC 9-5	Flint CBOC 9-5	Flint CBOC 9-5
VSO						
	1/2000	Flint CBOC 9-5	Flint CBOC 9-5	Flint CBOC 9-5	Flint CBOC 9-5	Flint CBOC 9-5
VSO						
	1/2000					Regional Coordinator Activity 9-5
VSO						
Region 7		Lansing CBOC 9-5	Lansing CBOC 9-5	Lansing CBOC 9-5	Lansing CBOC 9-5	Regional Coordinator Activity 9-5
VSO						

Region	Number of Service Officers/ Hours Per Year	Monday Service Provision Location	Tuesday Service Provision Location	Wednesday Service Provision Location	Thursday Service Provision Location	Friday Service Provision Location
Region 8	4/ 8000					
	2/ 4000	Battle Creek VAMC	Battle Creek VAMC	Battle Creek VAMC	Battle Creek VAMC	Battle Creek VAMC
		9-5	9-5	9-5	9-5	9-5
VSO						
VSO						
	1/2000					
VSO						
	1/2000	Battle Creek VAMC	Battle Creek VAMC			Regional Coordinator Activity
		9-5	9-5			9-5
VSO						
Region 9	4/ 8000					
	2/ 4000	Ann Arbor VAMC	Ann Arbor VAMC	Ann Arbor VAMC	Ann Arbor VAMC	Ann Arbor VAMC
		9-5	9-5	9-5	9-5	9-5
VSO						
VSO						
	1/2000	Jackson CBOC	Jackson CBOC	Jackson CBOC		
		9-5	9-5	9-5		
VSO						
	1/2000	Hillsdale County		Lenewee County	Monroe County	Regional Coordinator Activity
		9-5		9-5	9-5	9-5
VSO						
Region 10	28/ 56000					
	3/ 6000	John Dingell VAMC	John Dingell VAMC	John Dingell VAMC	John Dingell VAMC	John Dingell VAMC
		9-5	9-5	9-5	9-5	9-5
VSO						
VSO						
VSO						

Region	Number of Service Officers/ Hours Per Year	Monday Service Provision Location	Tuesday Service Provision Location	Wednesday Service Provision Location	Thursday Service Provision Location	Friday Service Provision Location
	20/ 40000	VARO Detroit 9-5	VARO Detroit 9-5	VARO Detroit 9-5	VARO Detroit 9-5	VARO Detroit 9-5
VSO	1					
VSO	2					
VSO	3					
VSO	4					
VSO	5					
VSO	6					
VSO	7					
VSO	8					
VSO	9					
VSO	10					
VSO	11					
VSO	12					
VSO	13					
VSO	14					
VSO	15					
VSO	16					
VSO	17					
VSO	18					
VSO	19					
VSO	20					
	1/2000	Pontiac CBOC 9-5		Pontiac CBOC 9-5		Pontiac CBOC 9-5
VSO						
	1/2000					
	2/4000	Wayne County Veteran Center 9-5		Wayne County Veteran Center 9-5		Wayne County Veteran Center 9-5
VSO						
VSO						
						Regional Coordinator Activity 9-5
VSO						

56 VSOs @ 2000 hours annually equals 112,000 total hours of annual service provision/ Counter Offer was 87400/ New proposal 99100

Region	Number of Service Officers/ Hours Per Year	Monday Service Provision Location	Tuesday Service Provision Location	Wednesday Service Provision Location	Thursday Service Provision Location	Friday Service Provision Location
<u>Region 1a</u>				<u>Region 5</u>		
Hancock CBOC Ironwood Clinic		Hancock, MI Ironwood, MI	Houghton County Gogebic County	Aleda E Lutz VAMC Clare CBOC	Saginaw, MI Clare, MI	Saginaw County Clare County
<u>Region 1b</u>				<u>Region 6</u>		
Oscar G Johnson VAMC Manistique Outpatient Clinic Marquette Clinic Menominee Clinic		Iron Mountain, MI Manistique, MI Marquette, MI Menominee, MI	Dickinson County Schoolcraft County Marquette County Menominee County	Flint CBOC Bad Axe CBOC Yale CBOC	Flint, MI Bad Axe, MI Yale, MI	Genesse County Huron County St Clair County
<u>Region 1c</u>				<u>Region 7</u>		
Sault Ste Marie Clinic		Sault Ste Marie, MI	Chippewa County	Lansing CBOC	Lansing, MI	Ingham County
<u>Region 2</u>				<u>Region 8</u>		
Cheboygan County CBOC Traverse City CBOC Cadillac CBOC		Mackinaw City, MI Traverse City, MI Cadillac, MI	Cheboygan County Grand Traverse County Wexford County	Benton Harbor CBOC Battle Creek VAMC	Benton Harbor, MI Battle Creek, MI	Berrien County Calhoun County
<u>Region 3</u>				<u>Region 9</u>		
Gaylord CBOC Clement C Van Waggoner CBOC Oscoda CBOC Grayling CBOC		Gaylord, MI Alpena, MI Oscoda, MI Grayling, MI	Otsego County Alpena County Oscoda County Crawford County	Jackson CBOC Ann Arbor VAMC	Michigan Center, MI Ann Arbor, MI	Jackson County Washtenaw County
<u>Region 4a</u>				<u>Region 10</u>		
None				Pontiac CBOC John D Dingell VAMC	Pontiac, MI Detroit, MI	Oakland County Wayne County
<u>Region 4b</u>						
Muskegon CBOC Grand Rapids CBOC		Muskegon, MI Grand Rapids, MI	Muskegon County Kent County			





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## Oversight Committee Briefing

March 18, 2014



## Briefing Overview

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- MVAAs Actions to implement recommendations
- Overview of 2014 Service Model Redesign
- Address Findings
  - DMVA did not set performance standards and lacked a means to assess
  - DMVA did not monitor VSO performance
  - DMVA did not require VSOs to separately account for expenditures of state funds
  - DMVA did not develop and implement a process to ensure that all county veterans counselors receive training and accreditation
  - DMVA did not comply with Legislative reporting requirements



## MVAA's Actions to implement Recommendations

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- Create a "Director of Targeted Outreach" position
- Redesign Grant to a "Regional Service Delivery Model"
- Assign regional coordinators to provide local oversight and management
- Submit Service Grant to Ad Board for approval



## Intent of New Service Model

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- Align with State's "Regional Service Delivery Model"
- Address OAG audit findings
  - SOM Management and oversight Deficiencies
  - Regular Reporting
  - Performance objectives
  - Standard pre-published locations
  - Accountability of state grant funding
- Improve access to accredited service officers
  - Reduced travel time to meet with veterans
  - Known locations for veterans to meet with service officers
  - Focused effort



## Coalition Contract

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- \$2.9 Million
- Service Contract with the Michigan Veterans Coalition
  - Disabled American Veterans
  - Marine Corps League
  - American Legion
  - VFW
- Contract covers FY14 (2<sup>nd</sup> QTR-4<sup>th</sup> QTR)
- Overview of Regional Plan



## \$2.9 million Grant Overview

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FY14 Appropriation- \$2,904,600

- 10% for Performance Incentives- \$290,460
- 5% for Coalition Admin Costs- \$145,230
- 1% for Prisoner Reentry- \$29,046
- 1<sup>st</sup> Quarter to Coalition & PVA- \$650,730\* (Based on previous MOU)
- Total Remaining For Service Hours- \$1,789,134



## \$2.9 million Grant Overview

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Total Remaining For Service Hours- \$1,789,134

- 56 VSOs @ 40hrs/week for 50 weeks- 112,000 hrs
- Coalition agreed to 96,400 hrs
- 96,400 hrs/ 4 quarters- 24,100 hrs/ quarters
- 3 Quarters remain in FY14
- \$1,789,134/723,00hrs → \$24.75/ hour



## VSO Contracted Service

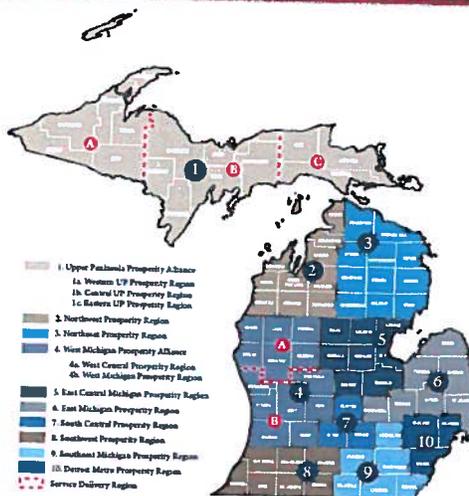
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- \$24.75 per service hour
- Incentives- \$290,460
  - 1/3 for 10% increase over previous year
  - 1/3 for 20,000 claims
  - 1/3 for 30% FDC
- \$290,460 x 1/3 → \$96,820/72,300hrs → \$1.34
- 3 Incentives x \$1.34 = \$4.02/ hr additional
- Admin Cost Allowance
  - \$145,230/72,300hrs → \$2.01/ hr additional
- Total Potential Compensation for Service- \$30.78/ hr



## Regional Coordinators

- Each position will be contracted and will report to the MVAADirector of Targeted Outreach



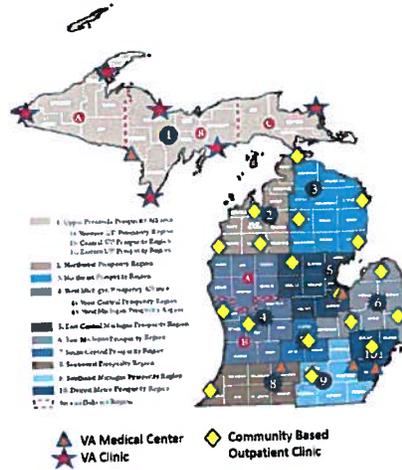
## Regional Coordinator Role (FY14)

- Manage productivity, make refinements to plan to improve access and volume (including service officer locations)
- Develop a targeted engagement strategy to connect with the region's veterans
- Identify opportunities to combine efforts for significant outreach events (i.e. county fairs, veteran expos, local festivals, sporting events, etc.)



## Initial Mission Set for VSOs

- Initial Service Locations:
  - 5 x VA Health Centers
  - 17 x CBOCs
  - 6 x VA Clinics
  - Detroit VA Regional Office
- Regional Coordinator Role
  - Create a means for “bottom up” refinement



## Planning Team

- MVAA
  - Nick Cook, Rob Price
- American Legion
  - Pat Lafferty, Jimmy Topps and Ray Moore (final negotiations)
- VFW
  - Stu Billey, Paul Pirlot
- MOPH
  - Lino Pretto, Ray Peltier
- MCL
  - Billy Traylor
- DAV
  - Doug Wells, Shawn Wilson



## Audit Report: VSO Performance Standards

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**Auditor General Finding** – DMVA did not issue performance standards to the Michigan Veterans Coalition (MVC) and lacked a reasonable basis for assessing Veteran Service organization (VSO) performance and effectiveness.

**MVAA Solution** – Performance standards and reporting timelines were established in the contract development process with a combined workgroup of MVAA, coalition and county service officers and staff. Key measurements reported monthly include:

- i. Types of Claim (i.e. Compensation, Pension, Other Death Related Claim, Fully Developed)
- ii. Status of Pending Claims
- iii. Approvals and Recoveries



## Audit Report: VSO Performance

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**Auditor General Finding** – DMVA did not effectively monitor the performance of the VSOs that received the State grant funds.

**MVAA Solution** – Established monthly reporting requirements that include performance data as well as time sheets verifying where service officers are during their duty time. Under the agreement, all service officers have posted service hours at assigned locations and travel to multiple locations in a day has been canceled. The Director of Targeted Outreach and regional coordinators conduct weekly teleconferences to make adjustments to service locations to maximize veteran engagements.



## Audit Report: Accounting of Funds

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**Auditor General Finding** – DMVA did not require the VSOs to separately account for expenditures incurred using State grant funds from the total VSO expenditures.

**MVAA Solution** – MVAA requires the MVC to complete an audit by an external audit team that is agreed upon by the Director of Targeted Outreach and Performance Management. Additionally, the MVC is required to maintain financial records for seven years to ensure accurate accounting and audits were conducted.



## Audit Report: Training of County Veteran Counselors

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**Auditor General Finding** – DMVA had not developed and implemented a process to ensure that all county veterans counselors received the training and accreditation necessary to provide quality services to Michigan Veterans.

**MVAA Solution** – MVAA was required by PA 59 of 2013 to provide \$95,000 to Michigan Association of County Veteran Counselors (MACVC) for their attendance to the National Association of County Veteran Service Officers Conference in Grand Rapids. The MVAA has submitted a grant to the Ad Board for approval that places the Michigan Association of Counties (MAC) as the fiduciary and requires the MACVC to invite every county service officer. The MACVC is also required to submit all continuing education hours completed by each member that attended the conference.



## Service Officer Training

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- \$250,000 (*Work Project Funds*)
- 5 Training Events (per year)
- Goals:
  - Accreditation/Continuing Education Credit
  - Build relationships between federal, state, county, tribal, and VSO service officers



## Audit Report: Legislative Reporting Requirements

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**Auditor General Findings** – DMVA did not comply with legislative reporting requirements related to the veterans' advice, advocacy, and assistance responsibilities.

**MVAA Solution** – MVAA requires the MVC to submit a quarterly report that provides monthly performance reports and time sheets. MVAA will then submit this quarterly report to the committees of jurisdiction to meet all reporting requirements.



## Remaining Issues

**Auditor General Findings** – DMVA did not effectively monitor the performance of the VSOs that received the State grant funds.

**Outstanding Issue**—Determining a reliable measurable for recoveries, which is the increased amount received by a veteran that participated in the appeals process.

— *Challenges for calculating include:*

- Lack of standard reporting by USDVA
- Recoverables are calculated differently for each national service organization
- Determining origin of claim
- Interstate mobility of many vets



[www.MichiganVeterans.com](http://www.MichiganVeterans.com)

# MONTHLY ACTIVITIES REPORT

Year: \_\_\_\_\_

Month: \_\_\_\_\_

DUPLICATE OF THE MONTH

Effective Date of Application	Claim Type				Status of Claim				Approvals and Recoveries						
	Compensation	Fully Developed	Other (Identify)	Pension	Other Death Related Claim (Identify)	New Claim	Reopened Claim	Special	Effective Date of Claim	Lump Sum Payment	Beginning Monthly Benefit	New Monthly Benefit (if applicable)	Monthly Benefit Change x 12	Beginning Compensation Rating	New Compensation Rating (if applicable)
1															
2															
3															
4															
5															
6															
7															
8															
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24															

If the work reported above has been completed by Coalition members and not a county or state agency.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Retention seven (7) years.

