

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

ALGER MARQUETTE COMMUNITY ACTION BOARD

THIS AGREEMENT is made and entered into as of the **1st day of January, 2017**, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic, located at 735 E. Michigan Avenue, Lansing, Michigan 48912 ("**Authority**") and **ALGER MARQUETTE COMMUNITY ACTION BOARD**, a Michigan non-profit corporation dba Community Action Alger Marquette, located at 1125 Commerce Drive, Marquette, Michigan 49855 ("**Contractor**") for the purpose of *providing case management services to the Authority's Family Self-Sufficiency (FSS) participants*. The Authority and the Contractor are collectively referred to as the Parties.

WITNESSETH THAT:

The Authority and the Contractor do mutually agree as follows:

1. **Services Rendered/Scope of Work.** The Contractor shall, in a satisfactory and proper manner as determined by the Authority, render the services described in Exhibit A and in accordance with the Performance Measures specified in Exhibit B. Exhibits A and B are attached and made a part of this Agreement.
2. **Term.** TIME IS OF THE ESSENCE to this Agreement in connection with the delivery of the products or services or both ("Products and Services") described in the Scope of Work attached and incorporated into this Agreement as Exhibit A. The performance of Products and Services shall begin on or after the execution of this Agreement by the Authority and shall be completed no later than December 31, 2018.

3. **Contract. Price and Payment.**

a. The Contractor has been awarded Vouchers in Region 1. Throughout the terms of this Agreement the Authority will pay the Contractor a fixed price monthly fee of **\$28.00 (twenty eight dollars) per Voucher in Region 1**. A qualifying Voucher is one that is; (a) under an executed Housing Assistance Payment (HAP) Contract, and (b) under an active Family Self-Sufficiency (FSS) Contract with the Authority. A map of FSS regions is incorporated into this Agreement as Exhibit E.

b. In addition, the Contractor may be able to earn the following bonuses:

1. Participant went 0 HAP and was subsequently EOP'ed ("end of participation") from the Voucher. **\$100.00**
2. Completed an associate, bachelor degree, or trade program. Must provide copy of diploma/certificate. **\$100.00**
3. Doubles his/her hourly rate of pay and is working a minimum of 20 hours per week (e.g. no employment to employment OR \$8.00 per hour to \$16.00 per hour): **\$100.00**
4. Accepted into the Key To Own program and completes the homeownership and financial capability classes: **\$100.00**
5. Purchased a home either through Key to Own or other homeownership program. Must provide HUD-1 or purchase agreement. Must notify MSHDA no later than one week after the closing. **\$200.00**
6. Pull credit score within the first quarter of participant joining FSS. Soft pull credit score every 12 months.
 - a. 60 point credit score improvement from first pull: .. **\$100.00**
 - b. Participant achieves a 640 credit score: **\$100.00**

The Contractor is responsible to assist Authority staff in identifying when these conditions apply, to submit documentation to the Authority, and to maintain documentation for their case fee.

Contractor agrees to pay half of any bonus received to the FSS Resource Coordinator directly involved with the participant. This agreement or bonus payment does not create a third party beneficiary relationship with the FSS Resource Coordinator. Contractor will maintain a list of all bonuses paid and provide documentation to the Authority upon request. Contractor agrees to follow and apply all tax laws and regulations relating to the payment of bonuses to FSS Resource Coordinators.

c. **WORK PERFORMED OR PROVIDED PRIOR TO THE TERMS OF THIS AGREEMENT SHALL NOT BE ELIGIBLE FOR PAYMENT.**

4. **Permits and Licenses.** The Contractor shall be responsible for obtaining any and all permits, licenses, and other proper authorization or permission-related documents required for the performance of this Agreement.
5. **Insurance.** The Contractor shall maintain professional liability insurance sufficient in the amount to provide coverage for any errors or omissions arising out of the performance of this Agreement. If, during the term of this Agreement, changed conditions should, in the judgment of the Authority, render inadequate the Contractor's current insurance limits, the Contractor will furnish to the Authority proof of additional insurance as may be required. All insurance required under this Agreement shall be acquired at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility. The Authority reserves the right to reject as unacceptable any insurer.
6. **Record Keeping.** The Contractor and the Authority shall maintain such personnel records as are deemed necessary by the Authority to assure a proper account for all engagement costs. These records will be made available for audit purposes to the Authority and the Auditor General of the State of Michigan, or any authorized representative, and will be

retained for three years after the expiration of the Agreement unless permission to destroy them is granted by both the Authority and the State of Michigan.

7. **Reports.** The Contractor shall promptly submit to the Authority's **Contract Administrator**/designated project representative (see Section 11) any reports prescribed in Exhibit A attached and incorporated into this Agreement.

In addition to the project completion report and other submissions, the Contractor shall submit to the Authority a quarterly progress report in the form and containing the completion material prescribed by the Authority for that project period for each quarter this Agreement is in effect.

8. **Nondiscrimination.** In accordance with Acts No. 220 and 453 of the Public Acts of 1976, as amended, the Contractor hereby agrees in connection with the performance of Products and Services under this Agreement not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status, or disability. Breach of this covenant may be regarded as a material breach of this Agreement.

9. **Failure to Perform.** In the event the Contractor fails to perform Products and Services required under this Agreement or performs Products and Services in an improper manner, the Parties agree that the damage that the Authority will sustain as a result thereof will be substantial and difficult, if not impossible, to ascertain. Therefore, the Parties agree that in the event the Contractor either fails to completely perform Products and Services or performs Products and Services in an improper manner, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amounts previously paid to the

Contractor after the Contractor's non-performance or improper performance. For the purposes of the foregoing, the Parties agree that the Authority shall have sole discretion in determining the adequacy of the Contractor's performance and the amount of credit to be taken. The damages for the Contractor's inadequate or improper performance, as provided in this Agreement, shall not be exclusive but shall be in addition to any other damages which the Authority may be entitled to for the Contractor's default under this Agreement.

10. **Assigned Personnel.** The Contractor warrants that the personnel it will assign to perform the Products and Services under this Agreement shall possess the requisite education, competence and experience. The Contractor further acknowledges and agrees that such personnel may be subject to the evaluation and approval of the Authority, who shall retain the right to determine the sufficiency of the education, competence and experience of the personnel assigned to perform the Products and Services identified in Exhibit A attached and incorporated into this Agreement.

11. **Project Representatives.** The Contractor designates the following individual as project representative for all matters concerning this Agreement:

Rod DesJardins
Housing Services Director
1125 Commerce Drive, Marquette, Michigan 49855

The Authority designates the following individual as **Contract Administrator**/project representative to be the initial point of contact for all matters concerning this Agreement:

Dace Koenigsknecht
Agency Buyer
735 East Michigan Avenue, Lansing, MI 48909
Phone: 517-241-4491
Email: KoenigsknechtD1@michigan.gov

The Contractor shall contact only the designated Contract Administrator with any

Authority-related questions, work requests, etc., as described in this Agreement, as well as any Authority-related questions, work requests, etc., falling outside the scope of this Agreement.

Except for changes to the performance schedule (not including the project's completion date), the designated project representatives shall have no authority to make promises or binding obligations on behalf of the Authority, as such authority rests with the duly authorized persons executing this Agreement.

12. **Employees of Contractor or Key Persons.**

- a. Definition of Key Person. **"Key Persons"** shall be defined in this Agreement as individuals performing the Products and Services pursuant to this Agreement and (a) have signed this Agreement on behalf of the Contractor and/or (b) are listed in Exhibit C, attached and incorporated into this Agreement. Key Persons include the names of all employees, agents and independent contractors of the Contractor who perform or render Products and Services pursuant to this Agreement.
- b. Performance of Products and Services. The Contractor acknowledges that only Key Persons shall perform the Products and Services under this Agreement.
- c. Exhibit C--Certificate Verifying Key Persons. Prior to executing this Agreement, the Contractor shall provide to the Authority the names of all Key Persons by completing Exhibit C, which is the Certificate Verifying Key Persons of the Contractor or a Subcontractor, if applicable ("Certificate"). In the event the Contractor fails to provide to the Authority the names of any Key Persons, the Parties shall consider the signatory for the Contractor to be the sole Key Person for the Contractor. **If the Contractor (or Subcontractor) wishes to add an agent, employee, or independent contractor as a Key Person during the term of this Agreement, the Contractor shall complete and submit to the Authority**

an additional or revised Certificate for that employee, agent, or independent contractor. (See Section 12a of this Agreement.)

- d. 2007 PA 95, MCL 38.68c. The Contractor and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c, as amended, requires retirees of the State Employees Retirement System (i.e., former state employees who have pensions with the State of Michigan) ("Pensioned Retirees") who become employed by the State, either directly or indirectly through a contractual arrangement with another party, on or after October 1, 2007, to forfeit their state pension for the duration of their reemployment. Effective October 2, 2010, "employed by the state" includes engagements of pensioned retirees as independent contractors.

Pensioned retirees who provide or render Products and Services under this Agreement as key persons must forfeit their pensions during the term of this Agreement if the pensioned retiree (a) is employed by the State, (b) is employed by the Contractor, (c) is a holder of an ownership interest in the Contractor, (d) is a subcontractor of the Contractor, or (e) is an employee of a subcontractor.

The Contractor acknowledges and agrees to secure the Authority's prior written consent before retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement. Retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement without the Authority's prior written consent shall be (a) a material breach of this Agreement and (b) grounds for the Authority to terminate this Agreement and provide notice to the Office of Retirement Services that the retiree has received pension payments and payments directly or indirectly through this Agreement.

If the Contractor employs or retains a pensioned retiree as a key person or

subcontracts with a pensioned retiree, the Contractor must submit a copy of the pensioned retiree's directions to the Office of Retirement Services ("ORS"), identified as Exhibit D attached and incorporated into this Agreement, to withhold the retiree's pension payments during the term of this Agreement.

The Contractor and the pensioned retirees it employs acknowledge and agree that neither the State, nor the Authority, nor its employees, directors, agents nor board shall be liable to the Contractor or pensioned retiree for the forfeiture of the retiree's pension payments during or after the term of this Agreement. The Contractor and pensioned retiree acknowledge that the Authority has no responsibility to confirm whether the ORS has or will forfeit the retiree's pension.

13. **Conflicts of Interest.** The Contractor acknowledges that its employees, members, shareholders, agents, or independent contractors, or subcontractors and their employees, members, shareholders and agents, prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Prior to the execution of this Agreement, the Contractor acknowledges and confirms that it has delivered to the Authority a written list of all interests of the Contractor, or its officers and employees, which may create conflicts between the interests of those entities or parties and the interests of the Authority. Should a constructive or actual conflict of interest arise during the term of this Agreement, the Contractor shall contact the Authority's Director of Legal Affairs immediately and describe in detail the conflict of interest.
14. **Prohibited Methods and Procedures.** The Contractor and its agents, subcontractors, employees, and representatives, in the course of the performance of Products and Services under this Agreement, shall not specify, recommend, use, or permit the use of

any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission. The Contractor shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

If Federal funds are used to pay the Contractor under this Agreement, no part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 U.S.C. § 1913 (2002).

15. **Participation in Other Authority Programs.** With the exception of providing Products and Services to the Authority as described in Exhibit A of this Agreement, neither the Contractor nor the Contractor's employees, agents, officers, directors, shareholders, members or subcontractors will participate in Authority housing programs or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing approval from the Authority's Director of Legal Affairs.

16. **Indemnity and Non-Limitation. Mich. Const. art. IX, § 18.** The Contractor agrees to defend, indemnify and hold harmless the Authority from any claims, damages or expenses, including reasonable attorneys' fees, arising or alleged to arise in whole or in part from damage or injury caused by or resulting from any action or inaction of the Contractor, its agents or employees, or sustained in connection with the violation of any law, statute, ordinance or regulation by the Contractor, its agents or employees, or sustained in connection with the performance of this Agreement by the Contractor, its agents or employees, or sustained as a result of any breach of this Agreement by Contractor.

In any and all claims against the Authority or any of its officers, agents, or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Contractor or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

17. **Nonassignability and Delegation.**

- a. The Contractor shall not assign or otherwise transfer any interest in this Agreement or in the project in any manner not provided for in this Agreement.
- b. The Contractor shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Authority's Contract Administrator and Director of Legal Affairs has given written consent to the delegation. When submitting the request to subcontract, the Contractor shall include the following information about the subcontractor:

- i. **Name of Subcontracting Firm;**

- ii. **Work that will be subcontracted;**
 - iii. **Names of individuals who will perform the subcontracted work;**
 - iv. **Subcontractors project representative and/or Key Person (See Section 12); and**
 - v. **List any and all Authority programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.**
- c. In the event the Contractor retains a subcontractor in accordance with Section 17b above, the Contractor shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Contractor shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Authority or otherwise deemed necessary in the opinion of the Contractor for enforcing compliance under such subcontracts.
- d. **Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Authority's Contract Administrator or Director of Legal Affairs shall be a material breach of this Agreement.** In the event a subcontractor is approved by the Authority's Contract Administrator and Director of Legal Affairs, the Key Persons for the subcontractor shall be subject to the requirements set forth in Section 12 (Employees of Contractor or Key Persons) of this Agreement, including, but not limited to, the restrictions on pension payments if a pensioned retiree is a Key Person of the subcontractor or an independent contractor retained by the Contractor.

Subcontracting work to be performed under this Agreement without the prior written consent of the Authority's Contract Administrator and Director of Legal Affairs shall be a material breach of this Agreement.

18. **Suspension and Debarment.** Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Contractor, in performing this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name has been listed in the register maintained by the State of Michigan, Department of Licensing and Regulatory Affairs, of employees who have been found in contempt of court by a federal court of appeals, on not less than three occasions involving different violations during the preceding seven years, for failing to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C § 158.

The Authority may void this Agreement if the name of the Contractor or the name of a subcontractor, manufacturer, or supplier used by the Contractor in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency.

The suspension of the Contractor by the State of Michigan, an agency of the State or a department of the Federal Government, shall be at the option of the Authority, a material breach and grounds for the immediate termination of this Agreement.

19. **Independence of Contractors.** The Authority shall retain the Contractor as an independent contractor, and the Contractor hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. Nothing in this

Agreement shall be construed to create the relationship of employer and employee between the Authority and the Contractor or any of its employees or agents. **The Contractor, its employees and subcontractors, shall be deemed at all time and for all purposes to be independent contractors.** The Contractor acknowledges and agrees that all payments by the Authority to the Contractor shall be made without deduction for federal, state or local income taxes, social security taxes and similar items, and that the Contractor shall be solely responsible to report income under this Agreement to the Internal Revenue Service and other appropriate taxing authorities and to pay such taxes (including, without limitation, being solely responsible to make periodic estimated payments of such taxes in accordance with applicable law). The Contractor further acknowledges and agrees that all payments under this Agreement to the Contractor by the Authority shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent or replacement forms). Finally, the Authority acknowledges that the manner and means of producing the Products and Services described in Exhibit A are under the control and at the discretion of the Contractor.

20. **Ownership of Documents, Reports and Other Products.** All documents, reports and any other products developed and/or delivered to the Authority under this Agreement shall become and be the property of the Authority.
21. **Disclosure of Information.** Other than as contemplated by this Agreement, the Contractor, its agents, and subcontractors, without the prior consent of the Authority shall not:
 - a. disclose information or documents created or maintained in connection with this Agreement to anyone;

- b. use information or documents created or maintained in connection with this Agreement to further any private interest.

Use or disclosure of documents or information without the prior written consent of an authorized officer of the Authority shall be a material breach of this Agreement.

- 22. **Modifications.** The Authority or the Contractor may request modification of the scope of work, products, budget, or project work schedule to be performed by the Contractor. Modifications shall comport with the intent and purpose of this Agreement and shall be consistent with applicable state and federal regulations, limitations, guidelines, policies, and interpretations prescribed by the Authority pursuant to law. All requests for modification shall be submitted in written form by the duly authorized representative, as specified in Section 11, of the party requesting modification prior to modification implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, employee of the Authority or Contractor, either before or after execution of this Agreement, shall modify any of the terms of this Agreement, unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement or an amendment to this Agreement executed by both parties.

- 23. **Termination of Agreement.** Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.
 - a. Termination for cause. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the

Contractor has failed to comply with the terms and conditions of this Agreement. The Authority will promptly notify the Contractor in writing of the termination and the reasons for the termination, together with the effective date. Payments made to the Contractor or recoveries by the Authority under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for convenience. The Authority or the Contractor may terminate this Agreement in whole or in part when the Parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The Parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. An amendment of the terms of this Agreement is required for all terminations for convenience.
- c. Termination by Contractor. At any time prior to the first payment on the Agreement, the Contractor may, with written notification to the Authority, unilaterally cancel this Agreement. Once initiated, no Product or Services financed with Authority assistance shall be terminated by the Contractor prior to satisfactory completion without approval of the Authority. After the first payment, the Product or Services may be terminated, modified, or amended by the Contractor only by mutual agreement of the Parties. Termination requests prior to completion of the Product or Services must fully explain the reasons for the action and detail the proposed disposition of the uncompleted Product or Services.

- d. Termination of Agreement for Unavailability of Authority or Federal Funds.

It is the intent and understanding of the Parties that this Agreement is contingent upon the availability of Authority or Federal funds or the receipt by the Authority of Federal funds. If Authority funds or Federal funds approved or obligated by the Authority in connection with this Agreement are at any time rendered unavailable,

the Authority shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Contractor. Should this Agreement be terminated by reason of the unavailability of Authority or Federal funds for the purposes of this Agreement, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of the termination shall be delivered in a format specified by the Authority.

In the event of termination under this section for lack of Authority or Federal funds, the Contractor shall be entitled to receive payment for Products and Services incurred under this Agreement prior to the effective date of termination.

- e. Commitments. If this Agreement is terminated, the Contractor will not incur new obligations for the terminated portion after the effective termination date. The Contractor will at its own expense cancel any outstanding obligations. Costs incurred after the effective date of the termination will be disallowed. In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of termination shall become the property of the Authority. The Contractor will provide all finished and unfinished material as previously described within 30 days of terminating. However, the Contractor will be entitled to retain copies. The Contractor, in the event of termination under this provision, is entitled to receive reimbursement for Products and Services satisfactorily performed under this Agreement prior to the effective date of such termination. Notwithstanding the foregoing, the Contractor shall not be relieved of its liability to the Authority for the damages sustained by the Authority as the result of any breach of this Agreement until the Authority so releases the Contractor and has determined for the purpose

of set-off the exact amount of damages due the Authority.

24. **Severability of Provisions.** It is declared to be the intent of the parties that if any provision of this Agreement executed by both parties or its application to any persons or circumstances is adjudged by any court of competent jurisdiction to be invalid, the court's judgment shall not affect or invalidate the remainder of this Agreement nor its application to other persons or circumstances, unless so provided by the court or unless the severance of the invalid provision alters the basic intent or purpose of this Agreement, would cause an increase of the Authority's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy.
25. **Michigan Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives. All records pertinent to this Agreement are subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Contractor shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

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IN WITNESS WHEREOF the Authority and the Contractor have executed this Agreement as of the date first above written.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

By: _____


Kevin Elsenheimer, Executive Director

OR

Brian Mills, Chief Operating Officer

ALGER MARQUETTE COMMUNITY ACTION BOARD

By: _____


Amy Lerlie, Executive Director

EXHIBIT A

SCOPE OF WORK

I. Overview

The Contractor is to provide case management services to current and incoming Family Self-Sufficient (FSS) participants.

II. Objectives, Tasks & Activities, and Deadlines

A. Objectives. To successfully perform the services described in Section I above, the Contractor must satisfy the following objectives:

1. Ensure the FSS participant completes the goals set forth by the Authority's FSS Program Guidelines. Detailed procedures are contained in these program guidelines. Contractors will receive a copy of these guidelines at the beginning of the contract. If changes are made to the Program Guidelines, Contractors will be given an updated copy.
2. Ensures the FSS participant completes the goals outlined in his/her Individual Training and Service Plan (ITSP). The ITSP is a five-year comprehensive plan that addresses all needs impacting family self-sufficiency.

B. Activities/Responsibilities Necessary to Complete Scope of Work. To achieve the objectives, the Contractor shall perform the following activities/tasks as defined in the FSS Program Guidelines:

1. Enrollment.

When a new participant is enrolled in the FSS program by Authority staff, the Contractor must contact the FSS participant and perform an initial briefing. During the initial briefing, the Contractor will develop the ITSP with the head of household and members of the family. If the FSS participant fails to respond as outlined in the program guidelines, the Contractor is responsible for forwarding the termination information to the Authority.

2. Required Contact with FSS Participants

The Contractor delivers case management services to the FSS Participant including: evaluating participant's job marketability, providing supportive counseling, providing constructive feedback, client advocacy, technical assistance, exploring problem solving methods with the family, providing referrals to local community resources and activities and addressing other barriers identified by the FSS participant.

At a minimum, the Contractor must meet with each participant in person and on the phone, four times per calendar year. Two of these meetings must be face-to-face. The Contractor must follow the documentation requirements for contact outlined in the FSS Program Guidelines. Evidence of Participant Contact including

but not limited to Participant Contact Forms (FSS-326) filled out by the Contractor and Contractor Case Notes reviewed by the Authority.

3. Graduations.

Contractor will process graduations for eligible FSS participants 60 days before the last day of the participant's contract.

4. Early Graduation Requests.

The Contractor will grant automatic early graduations for FSS participants who meet all graduation requirements as defined in the FSS Program Guidelines and one of the following criteria: Purchasing a home; porting out of state or going over income for the FSS and/or HCV program. If the participant makes a request for early graduation for any other reason, the Contractor will forward the request to the Authority for a decision.

5. Terminations by Contractor for Non-Compliance.

The Contractor must process terminations in accordance with the FSS Program Guidelines.

6. Termination by the Authority Due to HCV Program Violation(s).

If at any time the FSS Participant violates the HCV program regulations, he/she will automatically be terminated from the FSS program and will forfeit any accumulated escrow. MSHDA is responsible for monitoring this and informing contractor if this occurs. Contractor will then forward the case file to MSHDA.

7. Contract Extensions

Maximum FSS contract extension time allowed by HUD is 24 months. The Contractor must request an extension with the Authority per the FSS Program Guidelines.

8. Key to Homeownership Program.

The Contractor will promote the Authority's homeownership program Key To Own at both the initial briefing and at all face to face meetings with participant.

9. Continuum of Care Meetings

A representative of the Contractor must attend at least one meeting per calendar year to provide Continuum of Care members with FSS program information. Attending this meeting does not count as one of the required four yearly contacts with assigned FSS Participants.

EXHIBIT B

PERFORMANCE MEASURES

1. OVERVIEW

1.1 Introduction

The Authority shall measure the Contractor's performance of the activities described in the Scope of Work (Exhibit A) and the FSS Contract Agreement based on:

- (a) Quality On-Site Review(s);
- (b) Data entry and Quarterly Reports; and
- (c) Responsiveness to the Authority's staff

2. QUALITY REVIEWS

2.1 Quality On-Site Review Criteria

Quality On-Site Reviews will be completed at a minimum once per calendar year. The Authority reserves the right to review more frequently as deemed necessary.

Quality On-Site Review performance is determined by ratings established by the Authority in this Exhibit B attached and incorporated into this Agreement.

2.1.1 Based on the score that the Contractor earns for each Quality On-Site Review Standard, the Authority will rate the Contractor's Performance for each Standard as either "Meets Expectations" or "Low Performing".

2.1.2 The Contractor's rating will be determined by the following criteria:

1.1.2.1 Meets Expectations. To achieve an overall Meets Expectations Rating, the Contractor must have achieved 70 percent results in all Quality On-Site Review Standards.

1.1.2.2 Low Performing. An overall Low Performing Rating will be assigned to any Contractor who has results under 70 percent.

2.1.3 Quality On-Site Review Standards.

The Authority will measure the following standards when conducting Quality On-Site Review Ratings:

- 1) Presence of Required forms in files, and
- 2) Evidence of Participant Contact. Contractor should include date, time and notes documenting required meetings and should include

this information on the FSS Participant Contact form (FSS-326) as well as any other case notes to be reviewed by the Authority.

3. DATA ENTRY AND REPORTS

3.1 Data Entry and Reports Criteria

The review of Data Entry and required Quarterly Reports will be completed in accordance with the Monitoring Guidelines set forth in the FSS Program Guidelines.

Review of Data Entry and Reports will be completed at a minimum once per Quarter. The Authority reserves the right to review more frequently as deemed necessary.

Data Entry and Reports performance is determined by ratings established by the Authority in this Exhibit.

3.1.1 Based on the score that the Contractor earns for each Review of Data Entry and Reports Standard, the Authority will rate the Contractor's Performance for each Standard as either "Meets Expectations" or "Low Performing".

3.1.2 The Contractor's rating will be determined by the following criteria:

3.1.2.1 Meets Expectations. To achieve an overall Meets Expectations Rating, the Contractor must achieve a minimum of 70 percent in all Data Entry and Reports Standards.

3.1.2.2 Low Performing. An overall Low Performing Rating will be assigned to a Contractor who has results under 70 percent.

3.1.3 Data Entry and Reports Standard.

The Authority will measure the following standards when conducting Data Entry and Reports Ratings:

- 1) FSS Graduation, Extension, or Termination by the last day of the FSS Contract,
- 2) Individual Training and Service Plan (ITSP) entered into Elite, and
- 3) Timely submission of required Quarterly Data Reports

4. RESPONSIVENESS TO AUTHORITY STAFF

4.1 Responsiveness to Authority Staff Criteria

The review of Responsiveness to Authority Staff will be completed in accordance with the Monitoring Guidelines set forth in the FSS Program Guidelines.

Review of Responsiveness to Authority Staff will be completed at a minimum once per Quarter. The Authority reserves the right to review more frequently as deemed necessary.

Responsiveness to Authority Staff performance is determined by ratings established by the Authority in this Exhibit.

4.1.4 Based on the score that the Contractor earns for each Review of Responsiveness to Authority Staff, the Authority will rate the Selected Contractor's Performance for each Standard as either "Meets Expectations" or "Low Performing"

4.1.5 The Contractor's rating will be determined by the following criteria:

4.1.5.1 Meets Expectations. To achieve an overall Meets Expectations Rating for Responsiveness to Authority Staff, the Contractor must achieve a minimum of 70 percent in all Authority Staff Standards.

4.1.5.2 Low Performing. An overall Low Performing Rating will be assigned to any Contractor who has results under 70 percent.

4.1.6 Responsiveness to Authority Staff

The Authority will measure the following standards when conducting Responsiveness to Authority Staff.

- 1) Respond to all calls, emails, and correspondence from the Authority staff within two business days.

5. Low Performance Ratings

Low Performance Ratings can occur during a Quality On-Site Review, Data Entry and Reports Submission, and Responsiveness to Authority Staff.

If a Contractor receives two (2) or more overall Low Performance Ratings within a twelve (12) month period of the two-year Contract term, the Contractor will be required to submit a Corrective Action Plan to the Homeless Programs Manager of Rental Assistance and Homeless Solutions for approval.

6. Uncorrected Deficiencies.

If the standards set forth for performance in this Exhibit B are not met per notification by the Authority, a Corrective Action Plan will be required and must be submitted no later than five (5) business days after the date of the notification to the Homeless Programs Manager of the Rental Assistance and Homeless Solutions Division for review and approval. Once approved, the Contractor must successfully implement the action plan, correct all deficiencies, and maintain at least a Meets Expectations Performance rating in all Performance Standards for at least the ninety (90) days following the approval of the Corrective Action Plan. Failure to correct deficiencies and maintain the Meets Expectations Performance for the required time frame will result in material breach of this Agreement.

No more than one Corrective Action Plan will be executed during a twelve (12) month period during the term of this Agreement. Failure to meet the terms outlined in the Corrective Action Plan may result in a material breach of this Agreement

EXHIBIT C
KEY PERSONS

EXHIBIT D

RETIREE REHIRE CERTIFICATION



Department of Technology, Management & Budget
Office of Retirement Services
www.michigan.gov/ors (800) 381-5111
P.O. Box 30171
Lansing MI 48909-7671

Retiree Rehire Certification

For State of Michigan Retirees

Complete this form if you retired from the state of Michigan, receive a pension, and are subsequently rehired by the state. For more information, see the back of this form and go to www.michigan.gov/orsstatedb, and navigate to the *After You Retire, Working After You Retire* section.

Section 1: To be completed by the retiree.

RETIREE NAME (LAST, FIRST, M.I.)	SSN/MEMBER ID	DAYTIME TELEPHONE ()
STREET ADDRESS	CITY, STATE, ZIP CODE	
<ul style="list-style-type: none">• I understand that Defined Benefit retirees of the State Employees Retirement System who become employed by the State of Michigan as an employee, independent contractor, or through a contractual arrangement with another party, agree to forfeit their state pension for the duration of the reemployment.• I understand that former qualified participants of the State of Michigan Defined Contribution Plan who transferred from the Defined Benefit plan to the Defined Contribution plan, retired under the 2002 Early Out, and became reemployed as described above, forfeit their retirement allowance payment for the duration of the reemployment. However, the Defined Contribution account(s) and any associated payouts would not be affected.• I understand that if I am employed by the state of Michigan for any period of time within the month, I forfeit the entire pension payment for that month.• I understand that I am required to repay any previous state of Michigan pension payments received in error while working for the state of Michigan as a retiree.• I understand that in order to reinstate my pension payments, I must inform the Office of Retirement Services (ORS) in writing when my reemployment with the state of Michigan ends.• I understand that I can only be enrolled in one State group insurance plan, either the retiree or active employee group insurance plan. <p>Please check one box:</p> <p><input type="checkbox"/> I am currently enrolled in the retiree group insurance plan and choose to remain in this plan. I understand that ORS will bill me directly for the retiree cost share of this insurance plan.</p> <p><input type="checkbox"/> I am currently enrolled in the retiree group insurance plan and choose to cancel my enrollment in this plan.</p> <p><input type="checkbox"/> I am not currently enrolled in the retiree group insurance plan.</p> <p><i>In accordance with Public Act 240 of 1943, as amended, I certify that I am retired from the state of Michigan and I understand the conditions specified above.</i></p>		
RETIREE'S SIGNATURE		DATE SIGNED

Section 2: To be completed and signed by the employing agency.

I certify that the above individual will be employed with the state of Michigan starting ____/____/20____.		
EMPLOYING AGENCY NAME	EMPLOYING AGENCY CONTACT NAME (PRINT)	TELEPHONE NUMBER
EMPLOYING AGENCY ADDRESS	EMPLOYING AGENCY CONTACT SIGNATURE	DATE SIGNED
If the employing agency listed above is a temporary employment or contracting agency, provide the state of Michigan department/agency contact information below and send a copy of the completed form to the department listed.		
SOM DEPARTMENT NAME	SOM DEPARTMENT CONTACT NAME	TELEPHONE NUMBER

Employing agency return the completed form to:

Office of Retirement Services, P.O. Box 30171, Lansing, MI 48909-7671

R0792G (Rev. 10/2010)
Authority: 1943 P.A. 240, as amended



EXHIBIT E
REGIONS MAP

Family Self-Sufficiency Map

