

CONSULTING SERVICES AGREEMENT

By and Between
Alpena County, Michigan
Prosecuting Attorney's Office

and

MGT of America Consulting, LLC

THIS AGREEMENT is made this day _____, by and between Alpena County, Michigan and the Alpena County Prosecuting Attorney's Office ("Client"), and MGT of America Consulting, LLC (MGT), a Florida Company ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

1.1 Scope of Services

MGT shall provide the following Title IV-D claiming services to the Client:

- Prepare the Client's annual Title IV-D Cooperative Reimbursement Program (CRP) application through **EGrAMS** for funding from the Michigan Department of Health and Human Services – Office of Child Support (OCS).
- Prepare the monthly Title IV-D claiming invoices through **EGrAMS** with all supporting documentation required for reimbursement under the Title IV-D (CRP) program.
- Develop and maintain all required depreciation schedules for equipment purchases over \$5,000.
- Providing Client with periodic status of budgetary positions and provide pro-active assistance in the preparation and presentation of all required budgetary amendments and line-item transfers required by the OCS under terms specified by the State of Michigan.
- Provide technical assistance in response to all audits performed on the Client's CRP program, whether by the Client's auditor or the OCS auditor.
- Provide technical assistance to the Client as required to identify policies and procedures to assist in compliance with the various state and federal policies regarding the proper reporting and accounting for the Title IV-D Child Support program.
- Assistance with completing/submission of various reports in **EGrAMS** during the year including, but not limited to: User Verification Report, Tax Data Confidentiality Questionnaire, Obligation Report, Security Assessment, LIT's, Amendments, Annual CRP Budget.
- Guidance in setting up users in **EGrAMS** for approval and submissions.

MGT shall also provide an automated time log processing service to the Client, including providing the following services:

- Assist the client in the identification of those staff members required to participate in the State of Michigan – Office of Child Support (OCS) daily time studies. Assisting the Client in reviewing job descriptions, organization charts and other documents used in the determination of the staff members covered by the time study mandate.
- Develop the various categories to be identified by the time study and to be collected by the client. Develop the data base necessary to track identified employees and the programs or tasks to be identified with the automated system. To “pre-populate” the automated timesheets for distribution prior to the beginning of the month covered by the subject timesheets.
- Provide phone support to the Client during the time period responding to any questions from either the Client or the Client’s staff members regarding the subject timesheets and their proper completion.
- Upon receipt of the completed timesheets, MGT will process each sheet and identify the percentage of effort spent on the various identified programs of each employee subject to the guidance provided by the OCS and the Client.
- MGT will provide the Client with a monthly recap of the staff members covered by the time study including cumulative averages for use in the budget monitoring process and any subsequent budget preparation calculations.

1.2 Timetable for Services.

The services shall be performed, and the product(s) of the services shall be delivered commencing **October 1, 2021** and ending **September 30, 2024** and will be provided in such a manner to meet the State of Michigan – Office of Child Support’s deadlines as shall be established by the State and adjusted by the State from time to time.

2. Compensation.

For its work under this Agreement, MGT shall be paid a fixed fee of **\$ 4,400** per year beginning October 1, 2021 through September 30, 2022 and **\$5,000** per year beginning October 1, 2022 through September 30, 2024 for the Title IV-D Claiming. The fees shall be paid on the following schedule:

2.1 Invoicing

MGT will invoice quarterly 25 percent of the annual fee set out above, plus the fee established above for processing timesheets during the quarter.

MGT will render to Client one invoice per quarter for the fees specified herein, with payment due by thirty (30) days after each submission. No payment shall be withheld or delayed by Client when, or to the extent that, such delay is the result of Client’s failure promptly to review and accept the product or the Services or to perform any act necessary for MGT to proceed or continue with providing the Services.

3. Additional Services.

Additional services will be provided to the Prosecuting Attorney’s Office as requested by the office. Any request for additional services will be made in writing and signed by each party and will be included as an amendment to this agreement. Additional services will be billed at an hourly rate of \$ 185.00 per hour. MGT will invoice client monthly for any additional services, with payment due 30 days after each submission.

4. Term and Termination.

This agreement shall become effective **October 1, 2021** and shall remain in effect until completion of, and full payment for, the Services. The term of the agreement is for three (3) years from **October 1, 2021** through **September 30, 2024**. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation (or if, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates) for Services performed, plus expenses incurred, prior to termination.

5. Independent Contractor Status

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

6. Project Managers

Gordon Stryker shall serve as Principal in Charge for point of contact and overseeing quality control for MGT under this Agreement.

Cynthia Muszynski shall serve as Project Manager and point of contact for Client under this Agreement. By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

7. Miscellaneous

7.1. No Continuing Waiver

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

7.2. Entire Agreement.

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

7.3. Subcontracting and Assignment.

MGT may use subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

7.4. Interpretation, Venue, and Severability.

This agreement shall be construed, interpreted, and enforced in accordance with Michigan law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out

of or relating to this Agreement may be brought in the Michigan state court having jurisdiction.

7.5. Prior Performance.

Services performed by MGT pursuant to Client’s authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

7.6. Notices.

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to MGT:
MGT of America Consulting, LLC
Attn: Gordon Stryker
2343 Delta Road
Bay City, Michigan 48706

If to Client:
Alpena County, Prosecuting Attorney
Attn: Cynthia Muszynski
719 W. Chisholm Street
Alpena, MI 49707

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

ALPEN COUNTY, MICHIGAN

MGT OF AMERICA CONSULTING, LLC

By: _____

By: _____

Name: _____

Name: J. Bradley Burgess

As its: _____

As its: Executive Vice President

719 W. Chisholm Street
Alpena, MI 49707

2343 Delta Road
Bay City, Michigan 48706

