

State of Michigan
 Department of Health and Human Services
 Bureau of Grants and Purchasing (BGP)
 PO Box 30037, Lansing, MI 48909
 Or
 235 S. Grand Avenue, Suite 1201, Lansing, MI 48933

REVENUE AGREEMENT: REV23-99092
Between
THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
And

NAME OF AGENCY/PAYER Rochester Hills	PRIMARY CONTACT Leanne Scott	EMAIL scottl@rochesterhills.org
AGENCY/PAYER ADDRESS 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309		TELEPHONE 248-841-2460

MDHHS AGREEMENT ADMINISTRATOR	NAME Michelle Wood	TELEPHONE 517-335-9748	EMAIL woodm@michigan.gov
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REVENUE AGREEMENT SUMMARY		
BRIEF DESCRIPTION OF SERVICE	Agreement establishes service charges for use of MiCBCS by the local registrar. Service charges are paid based on actual volume of certified copies printed.	
BEGIN DATE*	END DATE	MAXIMUM AMOUNT
October 1, 2022	September 30, 2027	\$4,000.00

*The effective date of this Agreement shall be the date listed in the "Begin Date" box above, or the date of Michigan Department of Health and Human Services signature below, which is later.

FOR THE AGENCY/PAYER:

FOR THE STATE OF MICHIGAN:

Rochester Hills

 Agency/Payer

Michigan Department of Health and Human Services

 Signature of Authorized Designee

 Signature of Director or Authorized Designee

 Print Name / Title

Jeanette Hensler,
 Director-Grants Division, Bureau of Grants and Purchasing

 Print Name / Title

 Date

 Date

This Revenue Agreement establishes the responsibilities and procedures for the Michigan Department of Health and Human Services (hereinafter referred to as MDHHS) and Rochester Hills for the purpose described below.

1. Background

The Division for Vital Records and Health Statistics operates and maintains a computer application that is used to manage birth record information for all registered births in the State of Michigan. This system, the Michigan Centralized Birth Certification System (MiCBCS), allows users to search, view, update, edit, print, and generate certified copies of birth record images and birth facts. It is a tool for use by local vital records offices in conducting their official duties regarding vital records services.

Through this agreement, MDHHS shall provide the ability for the Local Registrar to search, view, print and issue certified copies of birth record images and birth facts from the MiCBCS. MDHHS shall further provide timely support and assistance to the Local Registrar relating to system use and functions surrounding use of the system.

The Local Registrar shall utilize the system for official administrative uses that may include searching for and reviewing information in the system, comparing information within the system to the information maintained in the local system or file, for printing local file copies, administrative use copies and official certified copies of the birth record images, and information held within the system. The Local Registrar may use the system to edit administrative information on birth records (for example, the local date of filing and the locally assigned file number for a record). The Local Registrar may also edit birth facts (for example the date of birth or a parent's name) but all such edits will not be made an official part of the record nor be certifiable until approved by MDHHS.

2. Purpose

This agreement governs the terms and conditions under which a local vital records registration office, as defined by MCL 333.2804, and that is established and operated under the provisions of MCL 333.2814 and 333.2815, may access this system for official uses including the administration of their official duties and to meet the needs of customers requesting vital records services.

3. Period of Agreement

This Agreement will be in effect from the date of MDHHS signature through **September 30, 2027**.

At the discretion of MDHHS, this Agreement may be renewed in writing by an amendment not less than 30 days before its expiration.

4. Work Statement of Each Party

MDHHS shall:

- a. Provide continuing access to the MiCBCS for use in indexing and issuing Michigan birth records.
- b. Provide security paper for use when issuing certified copies of birth records using MiCBCS. This paper must contain security features that satisfy accepted national standards and any federal regulations for birth certificate security paper. In addition, the paper provided must serve to identify the certified copies issued on the paper as coming from a centralized birth certification system for Michigan and must be designed to enable a high degree of uniformity of certified documents issued through MiCBCS by those state and local vital records offices using MiCBCS as the source for issuing their certified birth record documents.
- c. Provide MiCBCS birth record locating, validating, and updating support to the Local Registrar between 8 a.m. and 4:30 p.m. eastern time, Monday through Friday except for State Holidays.
- d. Continue to work with staff in the Department of Technology, Management and Budget (DTMB) to assure the MiCBCS system is operational, accessible, and available Monday through Friday between the hours of 8 a.m. and 4:30 p.m. eastern time except for State Holidays.
- e. Continue to maintain and update the central birth registry database to ensure records are complete and available to the Local Registrar for location, viewing and issuance and to maintain the MiCBCS and associated hardware required for MiCBCS operation and access.
- f. Provide a copy of a birth record that is held only at the state office if a Local Registrar receives an application and payment for the record of birth that occurred in their jurisdiction AND the applicant is eligible to receive the record. The Local Registrar may request the State Registrar to send a copy of the record **without charge** per MCL 333.2891(1), effective June 1, 2020. A birth record provided under this section may be placed on file at the local registrar's file and may be used to issue certified copies to eligible applicants.

Rochester Hills shall:

- g. Maintain the physical security of the vital records work areas and storage areas as required to assure the security of the indexes, documents, films, and any other vital records information held by Local Registrar in compliance with all state and federal regulations on physical security, including the restriction of access to unauthorized personnel to the area where the materials are secured during non-business hours.
- h. Validate a list of employees provided by MDHHS on a semi-annual basis confirming those employees who are authorized to access the system.
- i. Establish procedures to conduct background checks when hiring employees into positions requiring access to the system. The Local Registrar shall restrict access to protected vital records information to employees, contractors or authorized individuals who have passed a background check.
- j. Protect vital records information from disclosure, including the information found through MiCBCS, as required by Michigan law and regulation, and as outlined in Section 8.6 below, and will not disclose information to parties not eligible to receive such information.

- k. Require proper identification from applicants or employ some other approved method for confirming identity and eligibility of the applicant requesting access to restricted vital records documents, copies of documents or information from those documents prior to releasing the requested document or information.
- l. Maintain all registered vital records and vital record forms blanks and other vital records materials in a locked, restricted, and secured area when not under the direct supervision of office personnel.
- m. Restrict use of the MiCBCS to those staff members who are working on site in the local office and who need access to the birth information to execute their official duties.
- n. Use the MiCBCS for administration of their duties as a local vital records registrar and to provide vital records services to the customers of the Local Registrar in conformance with Michigan compiled law, and administrative rule following the procedures required by the State Registrar.
- o. Not release to anyone information from a birth record or from an image of a birth record located in MiCBCS that did not occur in their jurisdiction for those records that the MiCBCS system provides them with view only access, except that they may identify the jurisdiction where the birth occurred to assist a vital records customer who is legally eligible to obtain a copy of the record and has provided identification and a written application for a copy of the record. The purpose for providing the location of the birth must be solely to aid the customer in locating the appropriate office where they can obtain a copy of the record.
- p. Safeguard the safety paper provided for the sole purpose of issuing certified copies of birth records from theft or misuse and only use the safety paper when issuing official certified copies of birth record from the MiCBCS.
- q. Adhere to the guidelines and procedures established by the Department for the storage, monitoring and inventorying of MiCBCS safety paper.
- r. Promptly report any detected or suspected loss or misuse of security paper or any breach of vital records security to the State Registrar, a Deputy State Registrar or to the Fraud Unit within the Division for Vital Records and Health Statistics.
- s. Print County Authorized (CAs) birth record copies for filing in their local file ONLY for births that occurred in their jurisdiction and were originally filed at the local level.
- t. Upon receipt of an application and payment for a record of birth that occurred in their jurisdiction AND ensuring the applicant is eligible to receive the record, the Local Registrar may request a copy from the State Registrar per MCL 333.2891(1). A birth record provided under this section is issued to Local Registrar **without charge**. A birth record provided under this section may be placed on file at the local registrar's file and may be used to issue certified copies to eligible applicants. Until the Central Issuance system is modified to automatically push amended certificates, the local registrar shall search the state registry for any amendments prior to issuing subsequent copies of these records to ensure they have not been amended. Once Central Issuance is modified to automatically push amended certificates to local registrars, a subsequent search for amendments is no longer required.
- u. Pay the amounts outlined in Section 5 for usage of the system.

5. Invoicing and Payment

Invoicing:

MDHHS shall provide a quarterly report by month of birth records printed by the local vital records office including at a minimum:

- a. Safety Paper number used; and
- b. Application for Service number used; and
- c. Applicant Name; and
- d. Child Name; and
- e. Date of Birth; and
- f. Fee charged by the Michigan Vital Records Office to the local vital records office

Fee Schedule:

Rochester Hills under the terms of this agreement will provide payment of service fees to MDHHS based upon the following fee schedule:

- g. Search and view birth records – no fee
- h. Print replacement copies, corrections, and state-only CA copies – no fee:
- i. Print certified birth record copies through MiCBCS, regardless of whether the record is state-only:
 - 1) \$4.00 – initial certified copy printed
 - 2) \$1.00 per copy – subsequent certified copies printed of the same birth record, and printed in the same session

Copies made that result in an error in printing, including mistakenly printing the wrong record, a misprint, or other printing error will not be subject to these fees. Such copies will have the Safety Paper Number voided in MiCBCS and the document destroyed by cross-cut shredder. Copies with special plate type “Adoption Use Only” or “Veteran’s Use Only” will not be subject to these fees. The fee charged by Rochester Hills to the customer is independent of these fees.

Payment:

Rochester Hills agrees to compensate MDHHS for services committed and/or provided under this Agreement up to a maximum of \$4,000.00 for the period from the October 1, 2022 to September 30, 2027.

	<u>Agreement Period</u>			<u>Amount</u>
Year 1	October 1, 2022	through	September 30, 2023	\$800.00
Year 2	October 1, 2023	through	September 30, 2024	\$800.00
Year 3	October 1, 2024	through	September 30, 2025	\$800.00
Year 4	October 1, 2025	through	September 30, 2026	\$800.00
Year 5	October 1, 2026	through	September 30, 2027	\$800.00
	Total Amount:			\$4,000.00

Rochester Hills shall send payments to:

MDHHS

Cashier/Accounting Office

P.O. Box 30437

Lansing, MI 48909

All payments sent to MDHHS shall include a reference to the MDHHS Revenue Agreement number located on the first page of this agreement.

6. Administration

The agreement manager for MDHHS is Michelle Wood, Deputy State Registrar.

The agreement manager for Rochester Hills is Leanne Scott.

7. Responsible Party

Each party shall be responsible for any claims made against that party and for the acts of its employees or agents. In any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney's fees. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity of either party.

8. Special Condition

MDHHS and Rochester Hills agree and warrant that no employee of either MDHHS or Rochester Hills shall be considered or claimed to be an employee of the other party, and further, agree that, at all times and for all purposes under the terms of this Agreement, Rochester Hills's legal status and relationship to MDHHS shall be that of independent contractor. MDHHS and Rochester Hills agree that Rochester Hills shall remain the sole and exclusive employer of its employees and shall be responsible for the payment of all wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, or other allowances or reimbursements of any kind, including but not limited to workers compensation benefits, unemployment compensation, employment taxes, or other statutory or contractual benefit. Likewise, MDHHS shall remain the sole and exclusive employer of its employees and shall be responsible for the payment of all wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, or other allowances or reimbursements of any kind, including but not limited to workers compensation benefits, unemployment compensation, employment taxes, or other statutory or contractual benefit.

9. Non-Discrimination

Rochester Hills must comply with MDHHS's non-discrimination statement: Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, political beliefs, or disability.

Rochester Hills will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;
- c. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- d. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- e. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and,
- f. The requirements of any other nondiscrimination statute(s) which may apply.

10. Standard Terms

10.1 Notices

All notices and other communications required or permitted under this Agreement must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

10.2 Assignment

Rochester Hills may not assign this Agreement to any other party without the prior approval of MDHHS. Upon notice to Rochester Hills, MDHHS, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Agreement to any other party. If MDHHS determines that a novation of this Agreement to a third party is necessary, Rochester Hills will agree to the novation and provide all necessary documentation and signatures.

10.3 Change of Control

Rochester Hills will notify, at least 90 calendar days before the effective date, MDHHS of a change in Rochester Hills's organizational structure or ownership. For purposes of this Agreement, a change in control means any of the following:

- a. A sale of more than 50% of Rochester Hills's stock;
- b. A sale of substantially all of Rochester Hills's assets;
- c. A change in a majority of Rochester Hills's board members;
- d. Consummation of a merger or consolidation of Rochester Hills with any other entity;
- e. A change in ownership through a transaction or series of transactions; or
- f. The board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Rochester Hills, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Rochester Hills must require the successor to assume this Agreement and all its obligations under this Agreement.

10.4 Termination for Cause

MDHHS may terminate this Agreement for cause, in whole or in part, if Rochester Hills, as determined by MDHHS:

- a. Endangers the value, integrity, or security of any location, data, or personnel;
- b. Becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor;
- c. Engages in any conduct that may expose MDHHS to liability;
- d. Breaches any of its material duties or obligations; or
- e. Fails to cure a breach within the time stated in a notice of breach.

Any reference to specific breaches being material breaches within this Agreement will not be construed to mean that other breaches are not material.

If MDHHS terminates this Agreement under this Section, MDHHS will issue a termination notice. If it is later determined that Rochester Hills was not in breach of this Agreement, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 10.5, Termination for Convenience.

10.5 Termination for Convenience

Either party may terminate this agreement for convenience by giving 30 days written notice to

the other party stating the reasons for termination and the effective date. MDHHS may immediately terminate this Agreement in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. Any net amount due and owing by Rochester Hills to MDHHS shall be paid by Rochester Hills to MDHHS, or, conversely, any prepayment by Rochester Hills in excess of the revised Agreement amount shall be refunded by MDHHS to Rochester Hills.

10.6 Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Agreement.

- a. Meaning of Confidential Information. For the purposes of this Agreement, the term “**Confidential Information**” means all information and documentation of a party that:
- 1) Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
 - 2) If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and,
 - 3) Should reasonably be recognized as confidential information of the disclosing party.

The term “Confidential Information” does not include any information or documentation that was:

- 4) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- 5) Already in the possession of the receiving party without an obligation of confidentiality;
- 6) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
- 7) Obtained from a source other than the disclosing party without an obligation of confidentiality; or,
- 8) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this Agreement, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement

or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where:

- 1) Use of a subcontractor is authorized under this Agreement;
- 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
- 3) Rochester Hills obligates the subcontractor in a written contract to maintain MDHHS's Confidential Information in confidence.

At MDHHS's request, any employee of Rochester Hills or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of MDHHS, at the sole election of MDHHS, the immediate termination, without liability to MDHHS, of this Agreement or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Agreement or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Rochester Hills must return State Data to MDHHS following the timeframe and procedure described further in this Agreement. Should Rochester Hills or MDHHS determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other party. However, MDHHS's legal ability to destroy Rochester Hills's data may be restricted by its retention

and disposal schedule, in which case Rochester Hills's Confidential Information will be destroyed after the retention period expires.

10.7 Records, Maintenance, Inspection, Examination, and Audit

MDHHS or its designee may audit Rochester Hills to verify compliance with this Agreement. Rochester Hills must retain and provide to MDHHS or its designee and the auditor general upon request, all financial and accounting records related to this Agreement through the term of this Agreement and for four years after the latter of termination, expiration, or final payment under this Agreement or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Rochester Hills must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, MDHHS and its authorized representatives or designees have the right to enter and inspect Rochester Hills's premises, and examine, copy, and audit all records related to this Agreement. Rochester Hills must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within 45 calendar days.

This Section applies to Rochester Hills, any parent, affiliate, or subsidiary organization of Rochester Hills, and any subcontractor that performs Agreement Activities in connection with this Agreement.

10.8 Conflicts and Ethics

Rochester Hills will uphold high ethical standards and is prohibited from:

- a. Holding or acquiring an interest that would conflict with this Agreement;
- b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
- c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
- d. Paying or agreeing to pay any person, other than employees and consultants working for Rochester Hills, any consideration contingent upon the award of this Agreement.

Rochester Hills must immediately notify MDHHS of any violation or potential violation of these standards. This Section applies to Rochester Hills, any parent, affiliate, or subsidiary organization of Rochester Hills, and any subcontractor that performs Agreement Activities in connection with this Agreement.

10.9 Compliance with Laws

Rochester Hills must comply with all federal, state, and local laws, rules, and regulations.

10.10 Governing Law

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in Michigan Court of Claims. Rochester Hills consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Rochester Hills must appoint agents in Michigan to receive service of process.

10.11 Non-Exclusivity

Nothing contained in this Agreement is intended nor will be construed as creating any requirements contract with Rochester Hills.

10.12 Force Majeure

Neither party will be in breach of this Agreement because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Rochester Hills will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, MDHHS may immediately contract with a third party.

10.13 Dispute Resolution

The parties will endeavor to resolve any Agreement dispute in accordance with this provision. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit MDHHS's right to terminate this Agreement.

10.14 Severability

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

10.15 Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver.

10.16 Survival

The provisions of this Agreement that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Agreement.

10.17 Entire Agreement

This Agreement is the entire agreement of the parties related to the Agreement Activities. This Agreement supersedes and replaces all previous understandings and agreements between the parties for the Agreement Activities.

10.18 Agreement Modification

This Agreement may not be amended except by signed agreement between the parties. Notwithstanding the foregoing, no subsequent Statement of Work or amendment executed after the effective date will be construed to amend this Agreement unless it specifically states its intent to do so and cites the section or sections amended.

Rochester Hills shall, upon request of MDHHS and receipt of a proposed amendment, amend this Agreement, if required in the opinion of MDHHS, due to the revision of federal or state laws or regulations.