AGENDA

St. Clair County Board of Commissioners
Judiciary/Public Safety Committee

MEETING WILL BE HELD REMOTELY VIA WEBEX

March 4, 2021 at 6:00 PM

Event Address: **https://stclaircounty.webex.com/stclaircounty/onstage/g.php?MTID=e63e5a4e591ae3c0565f39ba6ecd20155**

Event password:1234

Event Password: Audio Conference: To receive a call back, provide your phone number when you join the event;
OR
Call 1-408-418-9388 and Enter Access code: 132 322 1521

1. **Roll Call/Opening**
2. **Additions/Deletions/Changes to the Agenda**
   A. Deletion: Contract Approval Request - Corizon, Amendment 1
3. **Citizens to be Heard**
4. **Updates**
5. **Conceptual Initiatives**
6. **Old Business**
7. **New Business**
   A. 2020 Homeland Security Grant Program – Operation Stonegarden Grant Agreement
   B. Recovery High School Grant Agreement
   C. Contract Approval Request - The Romine Group
   D. Contract Approval Request - Corizon, Amendment 1

E. FY 2021 Letter of Agreement with Region 10 PIHP for RSAT Prevention Services for Inmates - FINAL ACTION

F. Contract Approval Request - Axon

8. Other Judiciary/Public Safety Matters

9. Information Only

10. Receive and File Packets

11. Adjournment

Committee Chair: Greg McConnell

Note: The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

Deletion: Contract Approval Request - Corizon, Amendment 1

Summary:

2020 Homeland Security Grant Program – Operation Stonegarden Grant Agreement

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo 2020 Stonegarden	2/23/2021	Cover Memo
🗋	FY2020 Operation Stonegarden March 2021 BOC	2/23/2021	Cover Memo

COUNTY OF ST. CLAIR
OFFICE OF THE ADMINISTRATOR/CONTROLLER

KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant and Justin Westmiller, Emergency Management Director

Date: February 22, 2021

Re: 2020 Homeland Security Grant Program – Operation Stonegarden Grant Agreement

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Attached you will find the 2020 Homeland Security Grant Program Operation Stonegarden grant agreement.

This grant award is in the amount of $277,875.

St. Clair County has received the following Operation Stonegarden grants in the past:

2008 - $2,310,000	2012 - $164,730	2016 - $104,207
2009 - $407,541.96	2013 - $159,315	2017 - $93,000
2010 - $235,556	2014 - $46,504	2018 - $250,000
2011 - $166,295	2015 - $100,708	2019 - $273,000

These funds are to be used for patrolling the U.S. border areas. The municipalities involved include the St. Clair County Sheriff's Office, St. Clair County Sheriff Marine Patrol, City of Marysville, City of Marine City, City of Port Huron, Clay Township, and Michigan State Police, as well as Huron County.

These funds may be used for overtime wages and certain fringe benefits (FICA, Medicare, Unemployment, and Worker's Comp).

These funds are 100% Federal Funds with no local match required.

I would like to request approval of the grant agreement at the March 18, 2021 Board of Commissioners meeting.

State of Michigan
Fiscal Year 2020 Homeland Security Grant Program
Operation Stonegarden
Grant Agreement

September 1, 2020 to July 31, 2023

CFDA Number: 97.067
Grant Number:
EMW-2020-SS-00044

This Fiscal Year (FY) 2020 Homeland Security Grant Program Operation Stonegarden (HSGP-OPSG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

ST. CLAIR COUNTY
(hereinafter called the Subrecipient)

I. Purpose

The FY 2020 HSGP-OPSG grant provides funding that must be used to increase operational capabilities of federal, state, local, tribal, and territorial law enforcement within United States border states and territories.

The success of HSGP-OPSG will be achieved through an integrated, layered approach to border security and targeted enforcement techniques and strategies. This includes fulfillment of specific roles and responsibilities, expectations for operations, and performance measures. Successful execution of these objectives will promote situational awareness among participating agencies and ensure a rapid, fluid response to emerging border security conditions.

HSGP-OPSG is intended to support border states and territories of the United States in accomplishing the following objectives:

A. Increase capability to prevent, protect against, and respond to border security issues.
B. Increase coordination and collaboration among federal, state, local, tribal, and territorial law enforcement agencies.
C. Continue the distinct capability enhancements required for border security and border protection.
D. Provide intelligence-based operations through United States Border Patrol (USBP) sector level experts to ensure safety and operational oversight of federal, state, local, tribal and territorial law enforcement agencies participating in HSGP-OPSG operational activities.
E. Support a request to any Governor to activate, deploy, or redeploy specialized national guard units/packages and/or elements of state law enforcement to increase or augment specialized/technical law enforcement elements operational activities.
F. Continue to increase operational, material and technological readiness of state, local, tribal, and territorial law enforcement agencies.

Allowable activities must comply with the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual, both located at http://www.fema.gov/homeland-security-grant-program, and must align to projects specifically approved in the Campaign Plan or Fragmentary Order.

II. Statutory Authority

Funding for the FY 2020 HSGP-OPSG is authorized by Section 2002 of the *Homeland Security Act of 2002*, as amended (Public Law 107-296), (6 U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2020,* (Public Law 116-6*).*

The Subrecipient agrees to comply with all FY 2020 HSGP-OPSG program requirements in accordance with the *FY 2020 Homeland Security Grant Program Notice of Funding Opportunity* located at http://www.fema.gov/grants, the *U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions* located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, *and* the *FY 2020 HSGP-OPSG Agreement Articles Applicable to Subrecipients*. The *FY 2020 HSGP-OPSG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

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

1. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at http://www.ecfr.gov.

2. FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements

III. Award Amount and Restrictions

A. The **County of St. Clair** is awarded **$277,875** under the **FY 2020 HSGP-OPSG**.

B. The FY 2020 HSGP-OPSG covers eligible costs from September 1, 2020 to July 31, 2023.

C. The Subrecipient may only incur costs listed in the approved FY 2020 HSGP-OPSG Operations Order.

D. For any activities involving construction, demolition, or installations of equipment, an Environmental and Historic Preservation (EHP) Review must be completed. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.**

E. The FY 2020 HSGP-OPSG grant is not intended as a hiring program. Applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. Funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. OPSG recipients may use temporary or term appointments to augment law enforcement on the border.

F. The Subrecipient is prohibited from obligating or expending funds provided through this award until each unique and specific county level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved by the Federal Emergency Management Agency (FEMA).

G. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

A. **Grant funds must supplement, not supplant, state or local funds**. Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity, located at: www.fema.gov/grants; the Agreement Articles Applicable to Subrecipients; and the FEMA Preparedness Grants Manual located at https://www.fema.gov/media-library/assets/documents/178291.

C. The subrecipient shall not use FY 2020 HSGP-OPSG funds to generate program income.

D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
   1. Subrecipient Risk Assessment Certification
   2. Standard Assurances
   3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
   4. Audit Certification (EMD-053)
   5. Request for Taxpayer Identification Number and Certification (W-9)
   6. Other documents that may be required by federal or state officials

E. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:

   1. Make purchases in accordance with local purchasing policies, in compliance with all applicable federal and state laws, standards, and regulations.

   2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.

   3. Submit projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support the approved FY 2020 HSGP-OPSG Operations Order, and must support at least one core capability from the National Preparedness Goal. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.

   4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at http://www.ecfr.gov. Every odd calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit via email at loaders@michigan.gov or by mail to PO box 30634, Lansing, Michigan 48909. The physical inventory must be submitted to the Audit Unit by July 31 of the same year the inventory is completed. An Equipment Tracking template is available to assist the Subrecipient in meeting these requirements. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsdor by emailing EMD_HSGP@michigan.gov.

   5. If the Subrecipient purchases equipment for a local governmental unit with FY 2020 HSGP-OPSG funds, the Subrecipient shall make the equipment available for pick-up by other local governmental units. This process needs to include legal transfer of the equipment to the designated local governmental units. At minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.

   6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. **All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement.**

   7. Current forms and instructions are located at http://www.michigan.gov/emhsd (select Grant Programs) or can be requested by sending an email to EMD_HSGP@michigan.gov.

8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
   a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
   b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
   c. Non-federal organizations which expend $750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.501.

9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at http://www.fema.gov/national-incident-management-system. More information on complying with NIMS is available from the State NIMS Coordinator.

10. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Executive Order 13347.

11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant funded projects. The EHP Program engages in a review process to ensure that federally funded activities comply with federal EHP regulations, laws and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval.

    Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and be ineligible for federal funding.

12. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.

13. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

14. The following special conditions are associated with this HSGP-OPSG award:
    a. Construction and/or renovation costs are prohibited.
    b. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008 (Public Law 110-412)*, the Subrecipient is allowed to utilize up to 50% of their HSGP-OPSG funding for personnel related costs, which include overtime activities. At the request of the Recipient, FEMA waived the personnel cap up to 85% of the total award. An additional waiver is not required for personnel costs up to 85% of the Subrecipient-award. At the

request of the Subrecipient, the Recipient may request a personnel cap waiver from FEMA for an amount greater than 85% for individual awards. All waiver decisions are at the discretion of the FEMA Administrator and are considered on a case-by-case basis.

V. Responsibilities of the Recipient

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

A. Administer the grant in accordance with all applicable federal and state regulations and guidelines, and submit required reports to the awarding federal agency.

B. Provide direction and technical assistance to the Subrecipient.

C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.

D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.

E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at http://www.michigan.gov/emhsd (select Grant Programs) or can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant activities until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit **one Reimbursement Cover Sheet and related forms for <u>each</u> grant project, solution area, allocation type, and individual exercise.** Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at http://www.michigan.gov/emhsd. The Subrecipient will not be reimbursed for funds until all required, signed documents and reimbursement documentation are received. **All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement.**

Drawdown of Funds in Advance. Up to 90 days **<u>prior</u>** to expenditure, the Subrecipient may request funds for purchases of $10,000 or more. All of the following requirements must be met when obtaining advanced funds:

A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
B. The Subrecipient must place advanced funds in an interest-bearing account.
C. The Subrecipient may keep interest up to $500 per year (2 CFR, Part 200.305) for administrative expenses for all federal grants combined.

D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over $500.
E. The Subrecipient must promptly, but at least quarterly, remit any interest earned over $500 to: Michigan State Police, Emergency Management and Homeland Security Division, Grants and Financial Management Section, PO Box 30634, Lansing, Michigan 48909.
F. The Subrecipient must liquidate each advance **by the date specified by the Recipient** (usually within 90 days).
G. The Subrecipient must ensure all invoices and proof of payment documents are dated **after the date the advance was issued by the Recipient**.

VIII. Employment Matters

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

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

IX. Limitation of Liability

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

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

X. Third Parties

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

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 1, 2020 to July 31, 2023. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

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

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

A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
B. Failure to comply with the requirements or statutory objectives of federal or state law.
C. Failure to follow grant agreement requirements or special conditions.
D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
E. Failure to submit required reports.
F. Filing of a false certification in the application or other report or document.
G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

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

XIII. Business Integrity Clause

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

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

St. Clair County
Subrecipient Name

069823615
Subrecipient's DUNS Number

Jeffrey L. Bohm
Printed Name

Chairperson
Title

Signature

3/18/21
Date

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

Capt. Kevin Sweeney
Printed Name

Commander, Emergency Management and Homeland Security Division
Title

Signature

2/3/2021
Date

EMHSD-RA (04/2019)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

As required by 2 CFR §200.331(b), the purpose of this assessment is to evaluate subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of a subaward, and to determine appropriate subrecipient monitoring during the grant performance period. Limited program experience, results of previous audits and site monitoring visits, new personnel or new or substantially changed systems, may increase a subrecipient's degree of risk.

Subrecipient:	County:	DUNS #:
St. Clair County	St. Clair	069823615

Questions

1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?
   - ☐ No grants
   - ☐ 1-3 grants
   - ☐ 4-5 grants
   - ☒ 6+ grants
2. What percentage of your grant management staff has fewer than 2 years of grant experience?
   - ☒ 0-25% of staff
   - ☐ 26-50% of staff
   - ☐ 51-75% of staff
   - ☐ 76-100% of staff
3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?
   - ☐ Yes
   - ☒ No
4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years?
   (Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)
   - ☐ Never Audited or No
   - ☐ Unsupported costs (lack of documentation)
   - ☐ Unreasonable use of funds
   - ☒ Questioned costs or required to return funds
5. Does your agency have staff primarily dedicated (>50%) to grants management activities?
   - ☒ Yes
   - ☐ No

Certification

I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.

Authorized Representative Signature:		Date:
Marsha M Adamkiewicz		2/22/21
Authorized Representative Printed Name:		**Title:**
Marsha M. Adamkiewicz		Staff Accountant
Point of Contact Printed Name:	**Title:**	**Email:**
Marsha M Adamkiewicz	Staff Accountant	madamkiewicz@stclaircounty.org

OMB APPROVAL NO. 1121-140
EXPIRES 5/31/2019

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property

Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

3/18/21
Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the iden-tification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforce-ment, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap-plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, posses-sion, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:
County of St. Clair
200 Grand River Ave.
Port Huron, MI 48060

38-6006420

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

FY 2020 Homeland Security Grant Program, Operation Stonegarden

4. Typed Name and Title of Authorized Representative

Jeffrey L. Bohm, Chairperson

3/18/21

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

EMD-053 (04/2018)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

AUTHORITY: MCL 30.407a and 2 CFR Part 200, Subpart F;
COMPLIANCE: Voluntary, but necessary to be considered for grant assistance.

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend $750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients MUST submit a copy of their audit report for each year they meet the funding threshold to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

I. Program Information			
Program Name Homeland Security Grant FY20 Program, Operation Stonegarden	CFDA Number 97.067		
II. Subrecipient Information			
Subrecipient Name County of St. Clair			
Street Address 200 Grand River Avenue	City Port Huron	State MI	ZIP Code 48060
III. Certification for Fiscal Year			

Subrecipient Fiscal Year Period: 1/1 to 12/31.

☐ I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.

☑ I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. **A copy of the audit report will be submitted to**: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

Signature of Subrecipient's Authorized Representative	**Date**
	3/18/21

Submit audit report to:

Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, Michigan 48909

Submit this completed audit certification form and return with your grant agreement to:

Michigan State Police
Emergency Management and Homeland Security Division
P.O. Box 30634
Lansing, Michigan 48909

Agreement Articles Applicable to Subrecipients
Fiscal Year 2020 Homeland Security Grant Program

Article I. **Summary Description of Award**

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II. **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from the Recipient to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.

Article IV. **Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article V. **Whistleblower Protection Act**

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VI. **Use of DHS Seal, Logo and Flags**

Subrecipients must obtain permission, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VII. **USA Patriot Act of 2001**

Subrecipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article VIII. **Rehabilitation Act of 1973**

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article IX. Trafficking Victims Protection Act of 2000
Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article X. Terrorist Financing
Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XI. SAFECOM
Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII. Debarment and Suspension
Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII. Copyright
Subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV. Civil Rights Act of 1964 - Title VI
Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XV. Best Practices for Collection and Use of Personally Identifiable Information (PII)
Subrecipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XVI. Americans with Disabilities Act of 1990
Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article XVII. Age Discrimination Act of 1975
Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XVIII. **Activities Conducted Abroad**
Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XIX. **Acknowledgment of Federal Funding from DHS**
Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XX. **DHS Specific Acknowledgements and Assurances**
All, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Subrecipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate MSP officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XXI. **Assurances, Administrative Requirements, Cost Principles, Representation and Certifications**
DHS financial assistance subrecipients must complete the assurances applicable to their program as instructed by MSP. Please contact MSP EMHSD if you have any questions. DHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII. **Patents and Intellectual Property Rights**
Unless otherwise provided by law, subrecipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXIII. **Notice of Funding Opportunity Requirements**
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV. **Non-supplanting Requirement**
Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV. **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVI. **National Environmental Policy Act**
Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII. **Lobbying Prohibitions**
Subrecipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Subrecipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful- access-people-limited and additional resources on http://www.lep.gov.

Article XXIX. **Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XXX. **Fly America Act of 1974**
Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXXI. **Federal Leadership on Reducing Text Messaging while Driving**
Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXII. Federal Debt Status
Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII. False Claims Act and Program Fraud Civil Remedies
Subrecipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXIV. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXV. Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXVI. Drug-Free Workplace Regulations
Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XXXVII. Civil Rights Act of 1968
Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)- be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXVIII. Acknowledgement of Federal Funding from DHS
Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXIX. Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.. In order to initiate an EHP review of your project, you must complete an alignment and allowability form and submit it to EMD_HSGP@michigan.gov. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify MSP EMHSD.

Recovery High School Grant Agreement

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Recovery High School Grant Agreement	2/23/2021	Cover Memo
🗋	Recovery High School Grant Agreement Memo	2/24/2021	Cover Memo

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
County of St. Clair - 31st Circuit Court
201 McMorran Blvd Rm 3400
Port Huron MI 48060 4000
Federal I.D.#: 38-6006420, DUNS#: 069823615
hereinafter referred to as the "Grantee"
for
Recovery Support High School Program - 2021
Part 1

1. Period of Agreement:

This agreement will commence on January 1, 2021, and continue through September 30, 2021. No service will be provided and no costs to the state will be incurred prior to January 1, 2021. Through the Agreement January 1, 2021 shall be referred to as the start date. This agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this agreement is $150,000.00. Under the terms of this agreement, the Department will provide funding not to exceed $150,000.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this Agreement, which is part of this Agreement.

The Agreement is designated as a:
 Subrecipient relationship (federal funding); or
X Recipient (non-federal funding).

The Agreement is designated as:
 Research and development project; or
X Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Title to items having a unit acquisition cost of less than $5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of $5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by $10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is to implement the Recovery Support High School program, and expand and support activities across the state.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the services described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements shall be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods shall be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2, which are part of this Agreement.

8. **Administration of the Agreement:**

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

Name	Title	Telephone No.	Email Address
Angela Smith	Contract Manager	(517) 373-7898	smitha8@michigan.gov

9. **Grantee's Financial Contact for the Agreement:**

The financial contact acting on behalf of the Grantee for this Agreement is:

Name	Title
Dena Alderdyce	Accountant

E-Mail Address	Telephone No.
dalderdyce@stclaircounty.org	(810) 989-6324

10. Special Conditions:

A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.

B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.

C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.

D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.

E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the GRANTEE
County of St. Clair - 31st Circuit Court

Nathan Roskey Administrator

Name Title Date

For the Michigan Department of Health and Human Services

Jeanette Hensler 01/28/2021

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

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee in accordance with the general purposes and objectives of this agreement shall:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. **Fees**

1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. **Grant Program Operation**

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

D. **Reporting**

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. **Record Maintenance/Retention**

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. **Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.

3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II. A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

Submit the required audit and any other required information (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice to the Department within nine months after the end of the Grantee's fiscal year by e-mail at MDHHS-AuditReports@michigan.gov. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed $200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

H. Subrecipient/Contractor Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
    a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
    b. Ensure the subrecipient complies with all the requirements of this Agreement.
    c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
    d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
    e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with 2 CFR 200.501(h), as applicable.

I. **Notification of Modifications**

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. **Software Compliance**

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

K. **Human Subjects**

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. **Mandatory Disclosures**

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
    a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
    b. A criminal Proceeding;
    c. A parole or probation Proceeding;
    d. A Proceeding under the Sarbanes-Oxley Act;
    e. A civil Proceeding involving:
        1. A claim that might reasonably be expected to

adversely affect Grantee’s viability or financial stability; or

2. A governmental or public entity’s claim or written allegation of fraud; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee’s ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the http://egrams-mi.com/mdhhs website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and be prohibited from the following:
   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 Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this agreement.

O. Travel Costs

1. Be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
   a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee’s documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

b. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0.5552.7-150-9141_13132-.00.html.

c. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:

   a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND

   b. Grantee's gross revenue from federal awards was $25,000,000 or more; AND

   c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.

2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and is responsible for all deductibles. All required insurance or self-insurance must:

   a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;

   b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and

   c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.

2. Insurance Types

   a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.

      If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

b. Workers’ Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.

c. Employers Liability Insurance or Governmental Self-Insurance

d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

3. Require that subcontractors maintain the required insurances contained in this Section.

4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this agreement.

5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the agreement.

2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

a. ICHAT: http://apps.michigan.gov/ichat

b. Michigan Public Sex Offender Registry: http://www.mipsor.state.mi.us

c. National Sex Offender Registry: http://www.nsopw.gov

2 Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.

a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: The 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, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
   a. Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination based on race, color or national origin;
   b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

i. The requirements of any other nondiscrimination statute(s) which may apply to the application.

3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. **Debarment and Suspension**

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;

2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted or otherwise criminally or civilly charged by a

government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and

5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (PL 103-227; 20 USC 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.

2. The Grantee also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

F. Hatch Political Activity Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 USC 1501-1508, 5 USC 7321-7326), and the Intergovernmental Personnel Act of 1970 (PL 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (PL 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

The Grantee will comply with 41 USC 4712 and shall insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 USC 7401-7671(q)) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

1. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (PL 106-386), as amended.

1. This Agreement and anyone working on this Agreement will be subject to PL 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL 89-272), as amended.

1. This Agreement and anyone working on this Agreement will be subject to section 6002 of PL 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted service, activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.

   A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

   a. Contains additional non-conflicting provisions not set forth in this Agreement;
   b. Restates provisions of this Agreement to afford the Grantee the

same or substantially the same rights and privileges as the Department; or

c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.

3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of three years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or

disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee may not refer to the Department on the Grantee's website without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees 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 purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

   For the purpose of this Agreement the term "confidential information" means all information and documentation that:

   a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such party;
   b. 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;
   c. Should reasonably be recognized as confidential information of the disclosing party;
   d. Is unpublished or not available to the general public; or
   e. Is designated by law as confidential.

3. The term "confidential information" does not include any information or documentation that was:

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

4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of Confidential

Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, http://www.opm.gov, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. In no case may the advance exceed the amount required for 60 days of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee’s financial records. The operating advance payable liability must remain in the Grantee’s financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury’s assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury’s Due Process procedures prior to forwarding claims to Treasury. Specific

Due Process procedures include the following:

a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.

b. A hearing by an impartial official.

c. An opportunity for the Grantee to examine the Department's associated records.

d. An opportunity for the Grantee to present evidence in person or in writing.

e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.

f. Grantee representation by an attorney and presentation of witnesses if necessary.

5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee shall electronically prepare and submit FSRs to the Department via the EGrAMS website http://egrams-mi.com/mdhhs.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The grantee employee who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website http://egrams-mi.com/mdhhs. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology Management and Budget's web site: https://www.michigan.gov/sigmavss.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

   The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of total expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

   A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

   Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year Agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs.

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.

C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. 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 parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Grantee in the performance of this agreement, under the following conditions:

A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.

B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statue or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

XII. State of Michigan Agreement

This is a state of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this Agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this Agreement shall be resolved in the state of Michigan.

Attachment 1

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

County of St. Clair - 31st Circuit Court

Source of Funds		Catalog of Federal Domestic Assistance (CFDA)		Federal Award				
Federal / State	**Federal Agency Name**	**Number**	**Title**	**Award Number**	**Title**	**Federal Award Identification No.**	**Award Date**	**Amount**
State General Funds (01000)								150,000.00
			Total Allocation					150,000.00

The federal funding provided by the Department is $0.00.

Attachment 1b - APPROVED INDIRECT RATE

APPROVED INDIRECT RATE (S)

Rate Description	Indirect Rate %	Rate Base $	Total Approved Indirect Costs
Total Approved Indirect Costs			

A Attachment A - Statement of Work

Objective :	90% of students will successfully attend classroom instruction.
Activity :	Students will actively attend classroom instruction each day that school is in session. Missed school days due to illness, etc. will be within acceptable limits.
Responsible Staff :	Michael McMillan
Date Range :	01/01/2021 - 09/30/2021
Expected Outcome :	90% of students will attend classes as required and will do so with passing grades.
Measurement :	Attendance and discipline records will be evaluated. Academic progress will be monitored.
Objective :	90% of students will participate in recovery programming.
Activity :	Students will actively participate in clinically led group sessions, daily check-in's, closing sessions, and participate in individual counseling sessions.
Responsible Staff :	Michael McMillan
Date Range :	01/01/2021 - 09/30/2021
Expected Outcome :	All students will actively participate in all recovery sessions with the goal of abstinence, positive behavior modification and positive peer interactions.
Measurement :	Attendance of all sessions will be evaluated. Therapists will determine if a student's participation is leading to improvements in behavior choices and positive social interactions.
Objective :	80% of students will maintain abstinence from substances and will actively work towards sobriety.
Activity :	Students will actively participate in recovery programming designed to lessen and negate their use of illicit substances.
Responsible Staff :	Michael McMillan
Date Range :	01/01/2021 - 09/30/2021
Expected Outcome :	Students will decrease/stop use of illicit substances and alcohol. Relapses will be addressed accordingly.
Measurement :	Students will submit to frequent and random drug and alcohol testing.

B1 Attachment B1 - Program Budget Summary

PROGRAM			DATE PREPARED	
Recovery Support High School Program - 2021			1/28/2021	
CONTRACTOR NAME County of St. Clair - 31st Circuit Court			**BUDGET PERIOD** From : 1/1/2021 To : 9/30/2021	
MAILING ADDRESS (Number and Street) 201 McMorran Blvd Rm 3400			**BUDGET AGREEMENT** ☑ Original ☐ Amendment	**AMENDMENT #** 0
CITY Port Huron	**STATE** MI	**ZIP CODE** 48060-4000	**FEDERAL ID NUMBER** 38-6006420	

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	27,039.00	27,039.00
2	Fringe Benefits	0.00	0.00
3	Travel	0.00	0.00
4	Supplies & Materials	35,711.00	35,711.00
5	Contractual	71,250.00	71,250.00
6	Equipment	16,000.00	16,000.00
7	Other Expense	0.00	0.00
Total Program Expenses		150,000.00	150,000.00
TOTAL DIRECT EXPENSES		150,000.00	150,000.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		**150,000.00**	**150,000.00**

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	**Source of Funds**				
	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	150,000.00	150,000.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00

	Other	0.00	0.00	0.00	0.00
	Total Source of Funds	150,000.00	150,000.00	0.00	0.00
	Totals	150,000.00	150,000.00	0.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	**Salary & Wages**					
	Case Worker	1.0000	27039.000	0.000		27,039.00
2	**Fringe Benefits**					
3	**Travel**					
4	**Supplies & Materials**					
	Materials, supplies, and other costs	0.0000	0.000	0.000		14,711.00
	Portable Classroom Installation	0.0000	0.000	0.000		21,000.00
Total for Supplies & Materials						35,711.00
5	**Contractual**					
	Subcontracting Agency-The Romine Group - recovery therapy Contact Details : The Romine Group 7877 Stead, Utica,MI,48317, Phone : 5867315300	0.0000	0.000	0.000		71,250.00
6	**Equipment**					
	Computer Systems/Servers-Laptop computers	0.0000	0.000	0.000		16,000.00
7	**Other Expense**					
Total Program Expenses						150,000.00
TOTAL DIRECT EXPENSES						150,000.00
INDIRECT EXPENSES						
Indirect Costs						
1	**Indirect Costs**					
2	**Cost Allocation Plan**					
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						**150,000.00**

B3 Attachment B3 - Equipment Inventory Schedule

Attachment B3 - Equipment Inventory Schedule

C Attachment C - Performance Report Requirements

Attachment C - Performance/Progress Report Requirements

STATE OF MICHIGAN

ST. CLAIR COUNTY COURTS

201 McMORRAN BLVD.
PORT HURON, MICHIGAN 48060
Circuit Court (810) 985-2031
District Court-Port Huron (810) 985-2076
District Court-Marine City (810) 765-4057
Adult Probate (810) 985-2066
Family Division (810) 985-2155

HON. MICHAEL WEST
CHIEF JUDGE
HON. ELWOOD BROWN
PROBATE JUDGE
HON. JOHN TOMLINSON
PROBATE JUDGE
HON. CYNTHIA LANE
CIRCUIT JUDGE

HON. JOHN MONAGHAN
CHIEF JUDGE PRO TEM
HON. MICHAEL HULEWICZ
DISTRICT JUDGE
HON. MONA ARMSTRONG
DISTRICT JUDGE
HON. DANIEL DAMMAN
CIRCUIT JUDGE

To: St. Clair County Board of Commissioners
From: Michael McMillan, Court Administrator
Date: February 23, 2021
RE: Recovery High School

The following is a request to approve the grant award from the MDHHS for the purposes of implementing a Recovery High School in St. Clair County.

Recovery High School

The St. Clair County Recovery High School (RHS) will serve youth who are 14-17 years of age who are experiencing significant issues with drugs and alcohol. The youth will attend school through the St. Clair County Intervention Academy and will be simultaneously participating in intensive substance abuse therapy, positive peer group activities, AA/NA meetings and other healthy social functions. The normal relapse rate for a teenager leaving traditional treatment is about 70%, while those youth who attend Recovery High Schools experience a relapse rate of 30%.

The RHS mission is to provide a supportive and sober learning environment to meet the individual educational needs of adolescents in recovery. RHS will support sustained recovery/abstinence, through a healthy campus environment and coordination of care with referring treatment providers. RHS will provide a quality education, addressing the varied learning styles of each student and improving all students' academic skills so they can maximize their post-Secondary Education options. RHS will foster the spiritual, moral, and academic growth of each student as a whole person.

RHS Model in St. Clair County

As mentioned above, there are two components to the Recovery High School; education and recovery. The educational portion of the Recovery High School will be the responsibility of the St. Clair County Intervention Academy, while the treatment side will be the duty of the 31st Circuit Court Family Division.

- **Education:** The Intervention Academy will use State education funds to pay for the teacher and related education expenses.

- **Recovery:** The requested grant funds will cover expenses incurred by the Court.
  - The Court will contract with the Romine Group who will provide staff to conduct substance abuse and mental health counseling, AA/NA meetings, and the Alternative Peer Groups (please see attached contract). This grant cycle will be broken into two phases:
    - Phase 1 – The first three months (approx.) of the program will be the development and planning phase. In the first three months of the grant the vendor will be:
      - Developing curriculum and a schedule for the program.
      - Meeting the partner stakeholders to recruit youth into the program.
      - Screening youth to enter the program.
      - Working on various logistical solutions in preparation for youth to enter the program.

    - Phase 2 – Youth will begin the program and the vendor will provide the following:
      - Meet individually with each student and offer recovery coaching services.
      - A coach shall check the student's progress, identify where they need additional work in their recovery program and help set their individual recovery goals.
      - Facilitate the Alternative Peer Group.
      - Facilitate AA/NA meetings.
      - Weekend groups.
      - The vendor will provide 40 hours of services per week.

  - The funds will pay for a part-time At Risk Youth Worker to support the program. The Court will not hire additional staff for the first year of the grant in case the grant is not renewed in the subsequent year; we will be reallocating a current staff member that we will bill to the grant.

- Grant funds will be used to pay for laptop computers and other various startup costs associated with developing the program. (Please see attached breakdown of expenses).

The Court has been working very closely with the Intervention Academy, Port Huron Schools, and other partner stakeholders to bring this cutting edge program to the children and families of our county. In previous iterations of this program, the Court reached out to CMH and other partners to provide mental health counseling; however, this grant will cover those services. This program does not require any funding from the court/county.

We are respectfully requesting that the grant award be approved. We are also asking that the Board approve the contract with the Romine Group. Please feel free to contact me if you have any questions or concerns about this topic, or any topic pertaining to the Circuit, Family or Probate Courts - (810) 985-2181.

Recovery High School Revenue/Expense

Educational Component – Intervention Academy

Income - From the State of Michigan - $160,000

- **2021 school year** = $8,000 Est. per student 20 Students X $8,000 = $160,000

Expenses - $100,000

- **2021 Intervention Academy Recovery H.S. EXPENSES:**

    1. Teacher Salary - $50,000 + Benefits (If the same teacher continues with his experience and degrees)
    2. License for online educational program - $1,500 per year/per student X 20 students = $30,000
    3. Lap top computer expense. Each Recovery H.S. Student will need a lap top computer. 20 students X $1,000 per computer = $20,000

All expenses incurred by the Intervention Academy will utilize State/Federal funding. Any shortages in the first year due to the missed Count Day will be taken from the fundbalance.

Recovery Component – 31st Circuit Court

Income: - $150,000

- **2021 School Year** - Recovery High School Grant - $150,000

Expenses: - $150,000

- **2021 Circuit Court Expenses**

1. Staffing – 31st Circuit Court Employees - $27,039
    a. At-Risk Youth Worker – Dedicated 100% to the Recovery High School.
2. Contract with the Romine Group - $55,417
    a. The contract with the Romine Group will cover all of the expenses related to the Recovery Support Services that are necessary for the Recovery High School.
3. Laptop computers for students - $16,000
4. Miscellaneous Startup Expenses and Supplies - $51,544

Contract Approval Request - The Romine Group

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Contract Approval Request - The Romine Group	2/25/2021	Cover Memo
🗋	RHS-Contract Memo - Romine Group	2/24/2021	Cover Memo
🗋	RHS_Contract_Romine Group 7877	2/24/2021	Cover Memo

COUNTY OF ST.CLAIR
Purchasing Division

CONTRACT APPROVAL REQUEST

☒ NEW CONTRACT ☐ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS

☐ BIDS REQUIRED ☒ NO BIDS REQUIRED
☐ BIDS RECEIVED ☒ SINGLE SOURCE
☐ CONTRACT EXTENSION
☒ BOC POLICY COMPLIANCE ☐ INCREASE WITHIN CPI-U
☐ REVIEWED BY CORP COUNSEL ☐ VALUE LESS THAN THRESHOLD

VENDOR: The Romine Group

VALUE: Not to exceed $55,417

TERM: 3/1/21 – 9/30/21

CONTRACT TYPE: Professional Services

SERVICE DESCRIPTION: Recovery coaching services for Recovery High School

DEPARTMENT(S): Recovery High School – St. Clair County Courts

COMMENTS: The Romine Group will provide substance abuse counseling, AA/NA meetings, and Alternative Peer Groups to the Recovery High School. Funds from the MDHHS Recovery High School grant will support this program.

Please contact the Purchasing Department at (810) 989-6375 with any questions.

STATE OF MICHIGAN

ST. CLAIR COUNTY COURTS

HON. MICHAEL WEST
CHIEF JUDGE
HON. ELWOOD BROWN
PROBATE JUDGE
HON. JOHN TOMLINSON
PROBATE JUDGE
HON. CYNTHIA LANE
CIRCUIT JUDGE

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Family Division (810) 985-2155

HON. JOHN MONAGHAN
CHIEF JUDGE PRO TEM
HON. MICHAEL HULEWICZ
DISTRICT JUDGE
HON. MONA ARMSTRONG
DISTRICT JUDGE
HON. DANIEL DAMMAN
CIRCUIT JUDGE

To: St. Clair County Board of Commissioners
From: Michael McMillan, Court Administrator
Date: February 23, 2021
RE: Recovery High School – Vendor Contract Approval

The 31st Circuit Court Family Division is respectfully requesting that the Board of Commissioners approve the attached contract for the Romine Group. The Romine Group will provide staff to conduct substance abuse and mental health counseling, AA/NA meetings, and the Alternative Peer Groups; these activities are the recovery component of the Recovery High School.

This grant cycle will be broken into two phases:

- Phase 1 – The first three months (approx.) of the program will be the development and planning phase. In the first three months of the grant the vendor will be:
  - Developing curriculum and a schedule for the program.
  - Meeting the partner stakeholders to recruit youth into the program.
  - Screening youth to enter the program.
  - Working on various logistical solutions in preparation for youth to enter the program.

- Phase 2 – Youth will begin the program and the vendor will provide the following:
  - Meet individually with each student and offer recovery coaching services.
  - A coach shall check the student's progress, identify where they need additional work in their recovery program and help set their individual recovery goals.
  - Facilitate the Alternative Peer Group.
  - Facilitate AA/NA meetings.
  - Weekend groups.
  - The vendor will provide 40 hours of services per week.

COUNTY OF ST.CLAIR

COUNTY OF ST. CLAIR, MICHIGAN

Department

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: September 30, 2021

Contract – NOT TO EXCEED $ 55,417

*Not to exceed specified amount without written authorization from a St. Clair County authorized representative.

This "Contract" is made between the COUNTY OF ST. CLAIR, a Michigan Constitutional Corporation, hereinafter called "County", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a "Party" or jointly as the "Parties".

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the "County")	The Romine Group 7877 Stead Utica, Michigan 48317 (herein, the "Contractor")

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR'S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

1.1. **"**Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licenses, concessionaires, contractors, subcontractors, independent contractors, contractor's supplies, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.2. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, courts costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any all alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.3. "County" means the County of St. Clair, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agent" as defined below.

1.4. "County Agent" means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

1.5. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.

1.6. "Contract Documents" This contract includes and fully incorporates herein all of the following documents:

1.6.1. Attachment I: Scope of Contractor's Services

1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2. CONTRACT EFFECTIVE DATE AND TERMINATION

2.1. The effective date of this Contract shall be March 1, 2021, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions Precedent to the Contract have been submitted and accepted by the County.

2.1.3. An authorized agent of the County of St. Clair, Michigan as provided for on the signature page of this Contract, shall be the final signatory to this Contract.

2.2. Upon the expiration of this Contract the County has the option, at the County's sole discretion, of extending this Contract for an additional term determined by the extensions on the same terms and conditions contained herein. The County shall not be obligated to pay Contractor any contract extension fee if the County elects to extend.

2.3. As a government entity, County of St. Clair tax ID#38-6006420, the County is exempt from Federal Excise, State Sales Tax, Personal Property Tax, and Use Tax.

2.4. The County may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the County chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

§ 3. SCOPE OF CONTRACTOR'S SERVICES

3.1. The Contractor shall perform all services identified and itemized in Attachment I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract.

§ 4. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.

4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.

4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.

4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.

4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number **(PO#____).**

4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.

§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.

5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.

5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.

5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

5.6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.

5.7. Contractor Employees.

5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.

5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.

5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.

5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

5.9. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied all material in respects that it will be able to perform all obligations under the Contract as specified herein.

5.10. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents, or sub-contractors of the County.

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

6.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

6.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County of non-collectible accounts.

6.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.

6.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

6.2. Insurance Requirements.

6.2.1 At all times during this Contract, the Contractor shall obtain and maintain insurance according to the specifications indicated in Attachment III.

§ 7. GENERAL TERMS AND CONDITIONS

7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"CONTRACTOR'S ASSURANCES AND WARRANTIES";
"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
"DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES";
"AUDIT";
"SEVERABILITY";
"GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE"; AND
"SURVIVAL OF TERMS AND CONDITIONS".

7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.

7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.

7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.

7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.

7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.

7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.

7.10. Damage Clean Up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.

7.11. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.

7.11.1 This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

7.11.2 As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.

7.12. Grant Compliance. If any part of this Contract is supported or paid with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.

7.13. Delegation/Subcontract/Assignment. Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.

7.13.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.

7.13.2 Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.

7.13.3 The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.

7.13.4 Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.

7.13.5 This Contract cannot be sold.

7.13.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.

7.14. Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.

7.15. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

7.16. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

7.17. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.18. Notices. Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.

7.18.1. If notice is sent to the Contractor, it shall be addressed to:
The Romine Group
7877 Stead
Utica, Michigan
48317

7.18.2. If notice is sent to the County, it shall be addressed to:
County of St Clair, MI
Attn: Accounts Payable
200 Grand River, Ste 203
Port Huron, MI 48060

7.18.3 Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

7.19. Contract Modifications of Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.

7.20. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.20.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.

7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the County, and by do so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: ___________________________________ DATE: ______________

Authorized Signer

FOR THE COUNTY:

BY: ____ DATE: ______________

Karry Hepting, Administrator/Controller

ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

Phase 1 – Approximately 3 Months:

- Developing curriculum and a schedule for the program.
- Meeting the partner stakeholders to recruit youth into the program.
- Screening youth to enter the program.
- Working on various logistical solutions in preparation for youth to enter the program.
- Vendor will provide 40 hours of services per week.

Phase 2

Monday- Friday
Once a week, a recovery coach shall meet individually with each student for 45-minute sessions and offer recovery coaching services. A coach shall check the student's progress, identify where they need additional work in their recovery program and help set their individual recovery goals. The vendor will provide 40 hours of services per week.

The following services shall also be provided:

7:30am-1:30pm - Morning process group; individual sessions; administrative tasks.
2:30pm-3:30pm- End of day check in, nightly goal setting and 12 step recovery education.
3:30pm-5:30pm - APG after school group (Tuesday/Friday)
5:30pm-630pm - NA meeting (Tuesday/Friday)

Saturday or Sunday
12-3 APG Weekend group (when scheduled, will have to flex time)

In addition to the above, the Contractor will reasonably:

1. Maintain relations with parents, parent groups, school volunteers, and outside agencies.
2. Interact with students in a constructive manner to encourage each individual to perform at their highest level.
3. Maintain and provide tracking information monthly as required by the court to ensure eligibility for State reimbursement.

4. Maintain respect at all times for confidential information, e.g., student files, student IEP's, medical records, personnel files, and required documentation.
5. Keeps the Superintendent informed on the activities and needs of the building.
6. Works closely with all members of the administrative team.
7. Perform other duties as reasonably assigned.

ATTACHMENT II

CONTRACTOR’S FEE SCHEDULE

For the period of March 1, 2021 through September 30, 2021 the County shall pay the contractor $55,416.69 This shall be in monthly installments of $7,916.67

ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work in the County of St. Clair until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage(s) shall be with insurance carriers acceptable to the County of St. Clair.

☒ **Workers' Compensation Insurance**: The contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

☒ **Commercial General Liability Insurance**: The contractor shall procure and maintain during the life of the proposed contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000.00 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse and Underground Exclusions, if applicable.

☒ **Motor Vehicle Liability**: The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000.00 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

☒ **Additional Insured**: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The County of St. Clair, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of St. Clair as additional insured, coverage afforded is considered to be primary and any other insurance the County of St. Clair may have in effect shall be considered secondary and/or excess.

Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, Non-Renewal, Reduction, and/or Material Change shall be sent to: County of St. Clair, Attn: Lori Parent, Risk Management Coordinator, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060.

If any of the above coverages expire during the term of the contract, the contractor shall deliver renewal certificates and/or policies to the County of St. Clair at least Ten (10) days prior to the expiration date.

Proof of Insurance Coverage

The contractor shall provide the County of St. Clair at the time of execution of the contracts, a copy of Certificates of Insurance **as well as required endorsements** for all coverage listed above.

Please direct all questions or inquiries
relative to contractor insurance requirements to:
Lori Parent, Risk Management Coordinator
County of St. Clair
200 Grand River Ave., Ste. 203
Port Huron, MI 48060
Phone: (810) 989-6313
Fax: (810) 985-3463
Email: lparent@stclaircounty.org

Contract Approval Request - Corizon, Amendment 1

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Contract Approval Request - Corizon, Amendment 1	2/24/2021	Cover Memo
	Contract Approval Request - Corizon, Amendment 1	2/24/2021	Cover Memo

COUNTY OF ST.CLAIR
Purchasing Division

CONTRACT APPROVAL REQUEST

☐ NEW CONTRACT ☒ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS

☐ BIDS REQUIRED ☐ NO BIDS REQUIRED
☐ BIDS RECEIVED ☐ SINGLE SOURCE
☐ CONTRACT EXTENSION
☒ BOC POLICY COMPLIANCE ☐ INCREASE WITHIN CPI-U
☐ REVIEWED BY CORP COUNSEL ☐ VALUE LESS THAN THRESHOLD

VENDOR: Corizon Healthcare

VALUE: $5,700,313

TERM: 9/1/2019-08/31/2022

CONTRACT TYPE: Professional Service Agreement

SERVICE DESCRIPTION: Correctional Healthcare Services

DEPARTMENT(S): Intervention Center

COMMENTS: Due to the pandemic, staffing shortages and low inmate counts at the jail, we have renegotiated the current contract to reflect those service level reductions. The initial contract was for a 3 year period in the amount of $5,581,608. We have negotiated a lower rate over the 3 year period of $5,700,313, which equates to a $151,295 savings over the next 2 years. In year three there is a proposed 5% increase, however, if the daily inmate count increases/decreases, the contract can be renegotiated.

Please contact the Purchasing Department at (810) 989-6375 with any questions.

FIRST AMENDMENT TO THE CONTRACT BETWEEN CORIZON HEALTH, INC. AND THE COUNTY OF ST. CLAIR, MICHIGAN

THIS FIRST AMENDMENT TO THE CONTRACT (hereinafter the "First Amendment"), effective this 1st day of September, 2020, by and between Corizon Health, Inc. (hereinafter the "Corizon") and the County of St. Clair, Michigan, a municipal corporation and political subdivision of the State of Michigan (hereinafter the "Client"). Corizon and the County are collectively referred to herein as the "Parties".

WHEREAS, on September 1, 2019, the Client and Corizon entered into a Contract (hereinafter the "Contract"), by which Corizon assumed the responsibilities for the provision of on-site medical and mental health healthcare services to inmates of the Client; and

WHEREAS, Corizon and the Client desire to amend the Agreement to effectuate the following changes:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. The parties agree to revise Section 8.1 Base Compensation as follows:

   Base Compensation. For purposes of this Agreement only, the Client hereby agrees to pay Corizon the following annual base compensation for **Contract Year 2** (September 1, 2020 – August 31, 2021) of $1,855,801 payable in twelve (12) monthly installments of $154,650.08.

   The Client hereby agrees to pay Corizon the following annual base compensation for **Contract Year 3** (September 1, 2021 – August 31, 2022) of $1,950,348 payable in twelve (12) monthly installments of $162,529.

   In the event the ADP exceeds 500 inmates for a period of 60 consecutive days or more, the Client and Corizon hereby agree to renegotiate the compensation due and payable to Corizon. Corizon will bill the Client thirty (30) days before the first day of the month for which services will be rendered and the Client agrees to pay Corizon by the 30th day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month or year, compensation to Corizon will be prorated accordingly.

To the extent staffing changes are required due to the change in the ADP, the parties will negotiate a new staffing plan and document it through a letter agreement or contract amendment.

2. The parties agree to amend Section 2.1 Staffing of the Contract to add the following language regarding staffing paybacks:

   For each of the positions included in the staffing matrix attached hereto as Exhibit A, a payback will be required by Corizon for any unfilled hours. A credit shall be issued to the Client for such unfilled hours and can be deducted from the monthly payment to Corizon at the average hourly salary rate for the position as set forth in Exhibit B, attached hereto. Exhibit B will be updated annually, no later than October 1st of each year, to reflect blended averages rates. The calculation of filled hours will be based on hours paid by Corizon. In all cases, employees not currently working required position hours may be used to cover like positions when their credentials are equal to or exceed the credentials required for such similar position. In the case where an LPN covers RN hours, only the difference of the payback rate will be paid back.

   Unfilled hours include those hours which are not filled due to voluntary or involuntary termination or any other reason or incident resulting in the position being unfilled. Corizon will calculate, reconcile, and report any unfilled hours by position for each of the applicable bi-weekly pay periods in a monthly report to the Client. However, unfilled hours will not include those hours not filled due to Corizon Paid Time Off (hereinafter "PTO"), for items such as illness, annual, or personal leave. The monthly report shall be based on reporting periods that would include two pay periods per month with a final reconciliation to include three pay periods twice a year. For the purpose of calculating staffing paybacks during the term of this Agreement, total hours by position will be considered in the aggregate for any required contracted position.

3. Corizon agrees to compensate Client for staffing paybacks relating to July and August, 2020 in the total amount of $5,064.00. The staffing payback will be reflected on Corizon's next regular invoice after this Amendment is signed.

4. All other terms and conditions of the Contract shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in their official capacity and with legal authority to do so.

CORIZON HEALTH, INC.

By:____________________________ Date: ______________________

Title:_SVP Community Operations__

COUNTY OF ST. CLAIR, MICHIGAN

By:_____________________________ Date: _______________________

Title:____________________________

FY 2021 Letter of Agreement with Region 10 PIHP for RSAT Prevention Services for Inmates - FINAL ACTION

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo PIHP RSAT agreement 2021	2/26/2021	Cover Memo
🗋	SCC RSAT LOA FY21 with Region 10	2/26/2021	Cover Memo

COUNTY OF ST. CLAIR
OFFICE OF THE ADMINISTRATOR/CONTROLLER

KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant and Deb O'Brien, RSAT Coordinator

Date: February 25, 2021

Re: FY 2021 Letter of Agreement with Region 10 PIHP for RSAT Prevention Services for inmates

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Attached is the Letter of Agreement between the County and Region 10 Prepaid Inpatient Health Plan for Prevention Services for the Intervention Center inmates through the Residential Substance Abuse Treatment grant.

This is an annual contract renewal paid for with federal grant dollars through the Residential Substance Abuse Treatment grant.

The agreement is in the amount of $104,750 with $78,562 being reimbursed through the FY 2021 RSAT grant and $26,188 paid by PIHP towards the 25% required local match.

We are requesting final action of the Letter of Agreement at the March 4, 2021 Board of Commissioners Committee meeting.

LETTER OF AGREEMENT

Between

Region 10 Prepaid Inpatient Health Plan
3111 Electric Avenue, Suite A
Port Huron, MI 48060

And

St. Clair County
200 Grand River Avenue, Suite 203
Port Huron, MI 48060

PURPOSE:

- This Letter of Agreement acknowledges that the Region 10 Prepaid Inpatient Health Plan (PIHP) agrees to coordinate prevention services provided to individuals of the St. Clair County Intervention Center (Provider).

SERVICES RENDERED:

- Provider responsibilities include:
  - Terms of Payment as described.
- PIHP responsibilities include:
  - Details outlined in the Services Description (Attachment A).

TERM:

- This Agreement is effective 10.01.2020 through 9.30.2021.

FEE:

- The total amount of dollars available for the arrangement is $104,750 ($78,562 provided by the St. Clair County federal grant (U.S. Department of Justice)) and a 25% match of $26,188 provided by the PIHP).

TERMS OF PAYMENT:

- St. Clair County agrees to reimburse the PIHP 45 days following receipt of a completed Invoice.

ADDITIONAL:

- Either party may terminate this Agreement at any time with 30 days prior written notice.

Region 10 PIHP Board Chairman / Designee	St. Clair County Authorized Signature
Date	Date

Attachment A

Services Description

PIHP Responsibilities:
Coordinate prevention services to individuals of the St. Clair County Intervention Center, located at 1170 Michigan Road Port Huron, MI 48060:

- Through its contract with the Incorporation to Maximize Personal Achievement with Community Training (IMPACT). The specific service is MBO 9998, Strategy Code E03 Other Group Education – A New Direction. The unit rate paid to IMPACT and subsequently billed to Provider is $20.00 per 15-minute unit with 4800 planned units. This is a total cost of $96,000.00.
- Through its contract with Sacred Heart Rehabilitation Center. The specific service is MBO 8007, Strategy Code E03 Other Group Education – PTSD / Addiction to Trauma. The unit rate paid to Sacred Heart Rehabilitation Center and subsequently billed to Provider is $175.00 per unit (1 unit = 1 90-minute group session) with 50 planned units. This is a total cost of $8,750.00.

From data submitted by IMPACT and Sacred Heart Rehabilitation Center, the PIHP will bill the Provider each month indicating the total number of units with total amount for reimbursement.

S:\Region 10\Contract Files_Current Contract Vendors\SCC Intervention Center\FY2020

Contract Approval Request - Axon

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Sheriff Body and In Care camera Memo 2.26.21	2/26/2021	Cover Memo
🗋	Contract Approval Request - Axon Cameras	2/26/2021	Cover Memo
🗋	Axon Final Quote	2/26/2021	Cover Memo
🗋	Bid Opening In Car and Body Cameras	2/26/2021	Cover Memo

COUNTY OF ST.CLAIR

Office of the Administrator/Controller

KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director

Date: February 26, 2021

Re: Sheriff Body Camera and In-car Camera project

The Sheriff's Office recently issued an RFP for a complete camera system, consisting of body cameras for each deputy, and in-car cameras for their patrol vehicles. The body cameras are a new purchase and the in-car camera system is a replacement system. The in-car cameras are approximately 10 years old and are in need of replacement.

The proposal from Axon was $490,832 over a 5 year period. This includes onetime hardware, software and data storage costs as well as the annual license renewal costs. There will be additional costs that were identified by IT that are estimated at $52,000 for servers, access points and digital storage. The overall total cost of this project over the 5 year period is $542,832.

The purchase will be paid mostly from the public improvement fund with a small portion coming from the DTF millage funds. The Sheriff's office also received grant money to pay for a portion of the project as well. Below is a breakdown of these funding sources:

One time hardware/software costs	Annual License renewals
Grants - $60,676	Sheriff Gen Fund-$111,440 ($27,860 annually)
DTF Millage - $14,198	DTF Millage-$24,464 ($6,116 annually)
Public Improvement - $332,054	

There is also a potential to recoup some of the costs from MMRMA grants, however, we cannot apply for those grants until April 2021. MMRMA will pay for 50% of certain hardware and data storage costs that are incurred.

It is recommended that the Board of Commissioners approve the purchase of the Sheriff's Office camera system with Axon at their March 18, 2021 full board meeting.

COUNTY OF ST.CLAIR
Purchasing Division

CONTRACT APPROVAL REQUEST

☒ NEW CONTRACT ☐ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS

☒ BIDS REQUIRED ☐ NO BIDS REQUIRED
☒ BIDS RECEIVED ☐ SINGLE SOURCE
☐ CONTRACT EXTENSION
☒ BOC POLICY COMPLIANCE ☐ INCREASE WITHIN CPI-U
☒ REVIEWED BY CORP COUNSEL ☐ VALUE LESS THAN THRESHOLD

VENDOR: Axon

VALUE: $490,831.74

TERM: 5 years

CONTRACT TYPE: Equipment, software, cloud storage

SERVICE DESCRIPTION: In-Car and Body Cameras for Sheriff

DEPARTMENT(S): Sheriff

COMMENTS: The In-Car and Body Camera project, RFP-SO-1020-399, was posted to MITN and responses with local and cloud storage options were received. The AXON proposal includes an initial equipment purchase of Body Cameras and In-Car Cameras, licenses, and service at $326,532.24 and Interview Room Cameras at $28,395.00. Recurring costs for licensing, maintenance, and annual renewals is $33,976.00/annually, years 2-5. A Homeland Security Grant of $45,094.63 will be utilized for the initial purchase and MMRMA grants may offer additional funding.

Please contact the Purchasing Department at (810) 989-6375 with any questions.

Saint Clair County Sheriff's Office - MI

AXON SALES REPRESENTATIVE
Joe McKinney

jmckinney@axon.com

ISSUED
2/24/2021

Q-286661-44251.889JM

Issued: 02/24/2021
Quote Expiration: 03/10/2021
Account Number: 109030

Payment Terms: Net 30
Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
Matt Paulus
Saint Clair County Sheriff's Office - MI
1170 Michigan Rd.
Port Huron, MI 48060
US

BILL TO
Saint Clair County Sheriff's Office - MI
1170 Michigan Rd.
Port Huron, MI 48060
US

SALES REPRESENTATIVE
Joe McKinney
Phone:
Email: jmckinney@axon.com
Fax:

PRIMARY CONTACT
Matt Paulus
Phone: (810) 987-1708
Email: mpaulus@stclaircounty.org

Year 1 - AB3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	90	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	90	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	9	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	3	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	2,000	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	90	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		90	699.00	699.00	62,910.00
74210	AXON BODY 3 - 8 BAY DOCK		7	1,495.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		99	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		90	0.00	0.00	0.00
Other						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		7	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	90	180.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00

Year 1 - AB3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	60	2,000	24.00	24.00	48,000.00
73835	AUTO TAGGING LICENSE PAYMENT	12	90	108.00	54.97	4,947.30
Services						
85144	AXON STARTER		1	2,750.00	2,750.00	2,750.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
					Subtotal	120,011.30
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	120,011.30

Year 1 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80216	FLEET 2 UNLIMITED 60 PAYMENT	60	28	5,940.00	5,252.73	147,076.44
Hardware						
80181	EXTENDED WARRANTY, 4 YEAR, FLEET 2 KIT		28	78.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		18	1,509.00	1,509.00	27,162.00
71200	FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK		18	270.00	270.00	4,860.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	60	28	0.00	0.00	0.00
71088	AXON FLEET 2 KIT		28	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		18	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		10	15.00	15.00	150.00
Other						
87050	FLEET VIEW XL ACCESS LICENSE	60	28	0.00	0.00	0.00
No Custom Triggers	No Custom Triggers (Declined)		25	0.00	0.00	0.00
Services						
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)		25	1,200.00	1,026.90	25,672.50
WiFi Offload						
80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	60	1	0.00	0.00	0.00

Year 1 - Fleet (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
WiFi Offload (Continued)						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	1	600.00	600.00	600.00
74066	WI-FI DEVELOPMENT SERVICES		1	1,000.00	1,000.00	1,000.00
					Subtotal	206,520.94
					Estimated Tax	0.00
					Total	206,520.94

Year 1 - IR

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50071	AXON STREAMING SERVER LICENSE (PER SERVER)		2	1,750.00	1,750.00	3,500.00
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)		2	1,500.00	1,500.00	3,000.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT		4	1,188.00	1,188.00	4,752.00
Hardware						
50298	AXIS P3245-LV NETWORK CAMERA		2	796.00	796.00	1,592.00
50218	AXIS F41 COVERT MAIN UNIT - NON SER		2	595.00	595.00	1,190.00
74116	INTERVIEW COVERT ENCLOSURE - AV WALL PLATE, FLUSH MOUNTED		2	121.00	121.00	242.00
50118	LOUROE MICROPHONE		4	196.50	196.50	786.00
50267	AXIS A9188 Network I/O Relay Module		1	500.00	500.00	500.00
50258	AXIS T98A15-VE SURVEILLANCE CABINET		1	325.00	325.00	325.00
50265	PANEL MOUNT LED, 24VDC - RED		2	30.00	30.00	60.00
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY		2	1,297.00	1,297.00	2,594.00
50114	COVERT CAMERA, SENSOR UNIT		2	370.00	370.00	740.00
50268	TOUCH PANEL		2	1,600.00	1,600.00	3,200.00
74056	WALL MOUNT		2	64.00	64.00	128.00
Services						
50430	AXON INTERVIEW - IO MODULE, CABINET AND LED INSTALLATION		1	552.50	552.50	552.50
50431	AXON INTERVIEW - LED INSTALLATION		1	234.00	234.00	234.00
85170	INTERVIEW ROOM, INSTALL AND SETUP		2	2,500.00	2,500.00	5,000.00
					Subtotal	28,395.50
					Estimated Tax	0.00
					Total	28,395.50

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		3	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		3	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	3	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT		4	1,188.00	1,188.00	4,752.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	300.00	300.00	600.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	90	180.00	180.00	16,200.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73835	AUTO TAGGING LICENSE PAYMENT	12	90	108.00	108.00	9,720.00
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	1	600.00	600.00	600.00
					Subtotal	33,976.00
					Estimated Tax	0.00
					Total	33,976.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT		4	1,188.00	1,188.00	4,752.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	300.00	300.00	600.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	90	180.00	180.00	16,200.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73835	AUTO TAGGING LICENSE PAYMENT	12	90	108.00	108.00	9,720.00
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	1	600.00	600.00	600.00
					Subtotal	33,976.00
					Estimated Tax	0.00
					Total	33,976.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT		4	1,188.00	1,188.00	4,752.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	300.00	300.00	600.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	90	180.00	180.00	16,200.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73835	AUTO TAGGING LICENSE PAYMENT	12	90	108.00	108.00	9,720.00
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	1	600.00	600.00	600.00
					Subtotal	33,976.00
					Estimated Tax	0.00
					Total	33,976.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT		4	1,188.00	1,188.00	4,752.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	300.00	300.00	600.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	90	180.00	180.00	16,200.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73835	AUTO TAGGING LICENSE PAYMENT	12	90	108.00	108.00	9,720.00
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	1	600.00	600.00	600.00
					Subtotal	33,976.00
					Estimated Tax	0.00
					Total	33,976.00

Grand Total	**490,831.74**

Discounts (USD)

Quote Expiration: 03/10/2021

List Amount	550,121.50
Discounts	59,289.76
Total	**490,831.74**

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - AB3	120,011.30
Year 1 - Fleet	206,520.94
Year 1 - IR	28,395.50
Spares	0.00
Year 2	33,976.00
Year 3	33,976.00
Year 4	33,976.00
Year 5	33,976.00
Grand Total	**490,831.74**

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

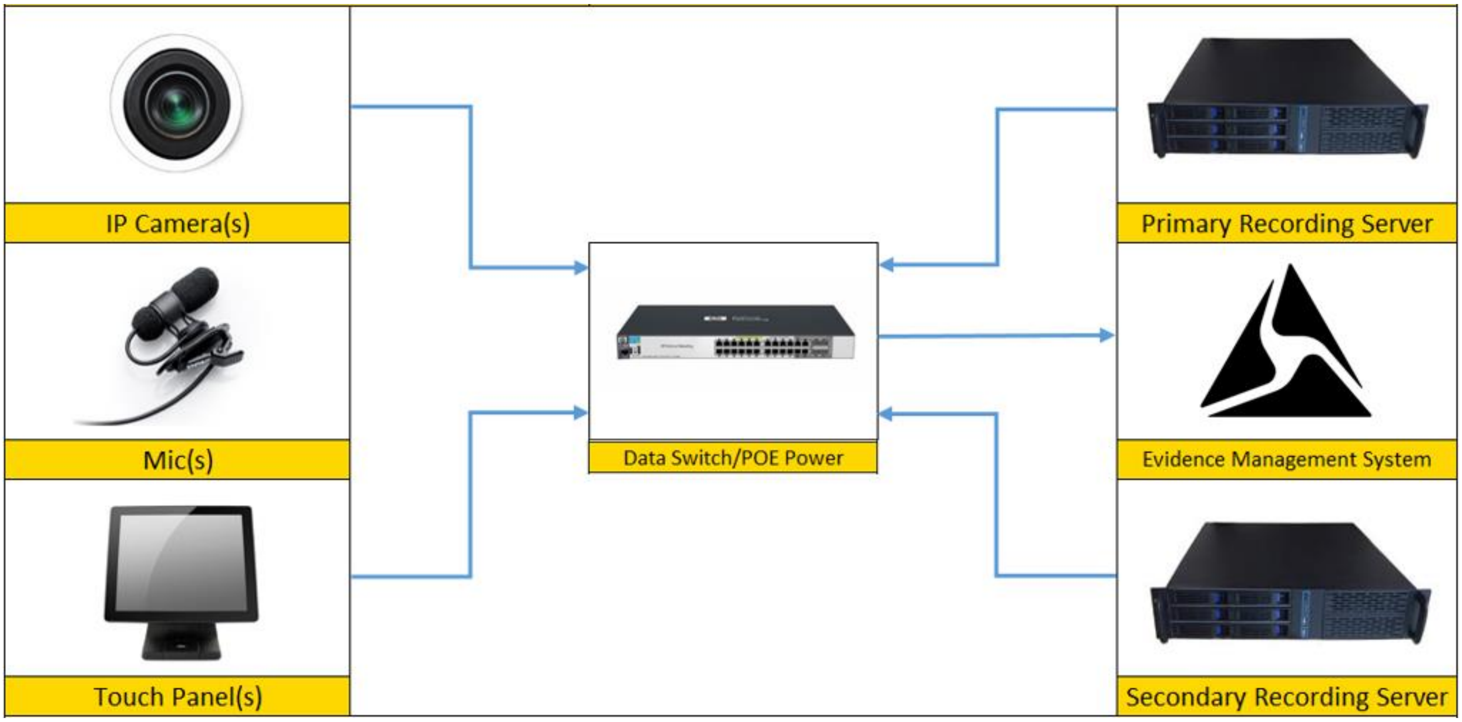
This document details a proposed system design

Agency Created For: Saint Clair County Sheriff's Office - MI

Sold By:	Joe McKinney
Designed By:	Jake Borro
Installed By:	
Customer Contact:	
Target Install Date:	

AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

Total Camera Configurations

4	Camera(s)	**Locations**	**# Rooms**
		HQ	2
2	Covert Enclosure(s)		
4	Microphone(s)		
	Injector(s)		

Total Switches

1 POE Switch(es)

Total Servers

2 Server(s) *(customer-provided included)*

Total Touch Panels

2 Touch Panel(s) *(virtual not included)*

2 Wall Mount(s)

Total Camera Configurations

1 I/O Box(es)

INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

Network Considerations

<table>
<tr><td rowspan="4">Network Requirements</td><td colspan="3">Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.</td></tr>
<tr><td colspan="3">Each Recording Server must be given a static IPv4 network address that is routable across the network.</td></tr>
<tr><td colspan="3">Each IP Camera must be given a static IPv4 network address that is routable across the network.</td></tr>
<tr><td colspan="3">Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.</td></tr>
<tr><td rowspan="4">Network Addressing</td><td>Network Device</td><td>Static IPs</td><td>Total IPs</td></tr>
<tr><td>Qty of IP Cameras</td><td>4</td><td rowspan="3">9</td></tr>
<tr><td>Qty of Touch Panels</td><td>2</td></tr>
<tr><td>Qty of Recording Servers</td><td>2</td></tr>
<tr><td>Data Switch Provisioning</td><td colspan="3">This install will require POE data switches at each location.</td></tr>
<tr><td>Virtual Kiosks</td><td colspan="3">0 workstations will require virtual kiosk software to be installed.</td></tr>
<tr><td rowspan="2">Customer Provided Items</td><td colspan="3">Customer to provide all device IP addresses
Customer to also provide:
• Subnet Mask
• Gateway IP
• DNS/WINS IP
• Time Server IP</td></tr>
<tr><td colspan="3">Customer IT staff will configure all switches with proper network configuration.</td></tr>
</table>

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
Metadata Tags	Information collected prior to recording: • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields.
Axon Provided Items	Axon to facilitate the creation of metadata fields.

NETWORK CONFIGURATION DETAILS

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

Network Configuration Details

Evidence Management System	
Application Features	Network Applications: • Remote monitoring application Evidence.com Application Features: • Secure Cloud Storage • Redaction • Download/Sharing • Audit Trail • Reporting

Training

Application Package	This solution will include on-site application training covering: • Touch panel overview • Initiating interview wizard • Entering metadata • Controlling the interview process • Closing an interview • Evidence.com functionality

Additional General Deal Notes

Notes	

LOCATION DETAILS: HQ

The following sections detail the configuration of the Axon Interview recording system at HQ

Location Name	HQ

Cable Considerations

Cabling Runs	Axon Professional Services will install the networking cables using a Cat6e Cable.	
	10	cable runs are required for this installation.
	7	110v power outlets are required for this installation (Customer Responsibility).
Cabling Requirements	All Devices: Network cabling must be provided for the following devices: • Axis IP Camera • Server • Touch Panel or PC running a virtual Touch Panel • POE Switch	

Servers, Switches, Touch Panels

Servers	Customer-Provided Virtual (VM) Server (no USB port)	**Quantity:**	1
	Customer-Provided Virtual (VM) Server (no USB port)		1
Redundancy	This system includes recording redundancy		
Data Switch/POE Power	Customer will provide data switch	**Quantity:**	1
Touch Panels	POS-X Touch Panel		
Touch Panel Location	Wall mounted outside each room		
Number of I/O Boxes Required	1		

Additional Location Notes

Notes	

Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

Notes
This is a budgetary quote only. This quote contains hardware, software, and estimated installation costs. A review by an Axon engineer and the creation of a Statement of Work must be completed to determine the exact requirements for the agency to implement a Fleet program. This quote is subject to change based on the information gathered from the review outlined above.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: ____________________ **Date:** ____________________

Name (Print): ____________________ **Title:** ____________________

PO# (Or write N/A): ____________________

Please sign and email to Joe McKinney at jmckinney@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

RFP-SO-1020-399 IN-CAR AND BODY CAMERAS
BID OPENING DECEMBER 9. 2020 3:01 PM

VENDOR	DATE RECD	Total Equipment Price	Total Ancillary Equipment Price	Total Other Costs	Total Optional Costs	Total One Time Cost	Total One Time Cost w/Options	Total Annual Recurring Cost	Total Annual Recurring Cost Options	Total Recurring Cost w/Options	Total Project Cost Yr 1-5 no options	COMMENTS
ProVision	12/2/2020 USPS					$634,388.00					$634,388.00	$69/mo addtl bodycam pkg over 90 $2340/yr Advanced redaction licenses Year 6+ option $91,488/yr
Midwest Public Safety Inc.	12/9/20 12:40 PM	$226,361.22	$19,999.00		$13,100.00	$246,360.22	$259,460.22	$48,026.00 $8,750.00 $248,880.00		$112,000.00	$495,240.22	Recur cost cloud storage $8750 Master deck (5 yrs)
Midwest Public Safety Inc.	12/9/20 12:40 PM	$226,361.22	$74,850.00		$13,100.00	$301,211.22	$314,311.22	$22,400.00 $112,000.00		$112,000.00	$413,211.22	Recur cost annual maintenance
Kustom Signals, Inc.	12/8/2020 FEDEX	$364,004.00				$364,004.00	$364,004.00	$466.00		$466.00	$364,470.00	Local Storage
		$382,132.00				$382,132.00	$382,132.00	$16,992.00		$16,992.00	$467,092.00	Hybrid Solution
		$417,490.00				$417,490.00	$417,490.00	$66,900.00		$66,900.00	$751,990.00	FullCloud Storage
WatchGuard Video, Inc.	12/9/2020 FEDEX 10:30AM	$440,580.00		$20,400.00		$440,580.00	$440,580.00					+yr 4 ,amt $23,295 yr 5 $31,295
										$406,220.00	$406,220.00	5 year no storage
								$54,760/$20,650		$137,360.00	$488,990.00	On Premise Storage yr1/yr2-5
								$77,510/$64,010		$333,550.00	$685,180.00	Fully Hosted Cloud Storage yr1/yr2-5
Digital Ally	12/9/2020 FEDEX 10:30AM							$94,495.50 $81,578.00		$420,799.50	$420,799.50	Year 1 $94,495.50/Yr 2-5 $81,576/yr Total Years 1-5
Utility Associates, Inc.	12/9/2020 FEDEX 9:00 AM				$34,080.00	$810,000.00	$844,080.00				$810,000.00	All Inclusive Yr 1 $283,500, Yr 2-5 $131,625/yr
Axon	12/9/2020 UPS 10:00 AM					$475,623.28	$475,623.28	$200,751.28 $60,468.00			$475,623.28	Yr 1 $200,751.28 Yr 2-5 $60,468/yr