



AGENDA

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

**Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060**

November 4, 2021 at 4:00 PM

-
- 1. Roll Call/Opening**
 - 2. Additions/Deletions/Changes to the Agenda**
 - 3. Citizens to be Heard**
 - 4. Updates**
 - 5. Conceptual Initiatives**
 - 6. Old Business**
 - 7. New Business**
 - A. Antenna Site Lease Extension Between Regional Education Service Authority (RESA) and St. Clair County
 - B. FY 2021 Edward Byrne Memorial Justice Assistance Grant Agreement
 - C. FY22 Michigan Mental Health Court Grant Program Contract and Revised Budget
 - D. FY22 Huron House Subcontract with Mental Health Court Program
 - E. FY22 Blue Water DRP LLC Subcontract with Mental Health Court Program
 - F. FY 2022 Hybrid DWI/Drug Court Grant Agreement
 - G. Business Analyst for the Court Software Project - Viviente Software, LLC - FINAL ACTION
 - H. St. Clair County Recovery High School (RHS) - Grant Application
 - 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.

Antenna Site Lease Extension Between Regional Education Service Authority (RESA) and St. Clair County

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Antenna Site Lease Extension Between Regional Education Service Authority (RESA) and St. Clair County	10/27/2021	Cover Memo



COUNTY OF ST. CLAIR

Administrator/Controllers Office



ADMINISTRATIVE REVIEW

☐ NEW CONTRACT ☒ RENEWAL ☐ GRANT AGREEMENT ☒ REVENUE GENERATING

☒ BOC POLICY COMPLIANCE
☐ REVIEWED BY CORP COUNSEL
☒ ADMINISTRATION REVIEW
☒ FINANCE REVIEW

VENDOR: St. Clair County Regional Education Service Agency (RESA)

VALUE: \$12,000

TERM: January 1, 2022 – December 31, 2031

DESCRIPTION: Antenna Site Lease Extension between RESA and St. Clair County

DEPARTMENT(S): Central Dispatch

COMMENTS: Attached is extension #2 to the contract for the antenna site lease agreement between RESA and St. Clair County. This agreement began in 2008, and currently expires on 12/31/21. We would like to renew for another 10 years at an annual cost of \$1,200 per year. RESA leases space on our radio tower located at 2855 Castor Road, Goodells, MI.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

ANTENNA SITE LEASE EXTENSION #2

This extension agreement (the "Agreement") is made and entered into this ___ day of November 2021, by and between St. Clair County (the "County") and the St. Clair County Regional Education Service Authority ("RESA") formerly known as the St. Clair County Intermediate School District.

WHEREAS, the County and the RESA are parties to an agreement (the "Lease") dated January 16, 2008, for the lease space by the RESA for an antenna and related transmission lines on a County radio tower located at 2855 Castor Road, Goodells, Michigan; and

WHEREAS, the Lease extension has expired and the parties wish to extend the Lease.

NOW, THEREFORE, IT IS HEREBY AGREED:

The term of the Lease is extended to December 31, 2031.

All of the terms and conditions of the Lease, with the exception of the term shall remain in full force and effect.

FOR SCCRESA:

BY:


Kevin Miller, Superintendent



DATE:

10/11/2021

FOR THE COUNTY:

BY:

Karry Hepting, Administrator/Controller

DATE:

FY 2021 Edward Byrne Memorial Justice Assistance Grant Agreement

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Memo JAG Grant Award 2021	10/14/2021	Cover Memo
📎 JAG Grant Award document	10/14/2021	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 James Spadafore, Undersheriff

Date: October 14, 2021

Re: FY 2021 Edward Byrne Memorial Justice Assistance Grant Agreement

The St. Clair County Sheriff's Office has been awarded the FY 2021 Edward Byrne Memorial Justice Assistance Grant that was recently made available through the Bureau of Justice Assistance.

This grant has been awarded annually to St. Clair County in the past. The amount that St. Clair County has received in prior years ranged from \$11,000 to \$26,000 for new equipment for the department.

The Sheriff's Office plans on using these funds to purchase drones for Emergency Search and Rescue.

The amount that St. Clair County has been awarded is \$17,093 and is all Federal Funds with no local match money required.

We recommended approving the grant agreement at the November 18, 2021 BOC meeting.

Award Letter

October 12, 2021

Dear Karry Hepting,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by ST CLAIR, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$17,093.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type
OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used

directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Recipient Information

Recipient Name
ST CLAIR, COUNTY OF

DUNS Number
069823615

ORI Number

Street 1
200 GRAND RIVER AVE STE 203

Street 2

City
PORT HURON

State/U.S. Territory
Michigan

Zip/Postal Code
48060

Country
United States

County/Parish

Province



Award Details

Federal Award Date
10/12/21

Award Type
Initial

Award Number
15PBJA-21-GG-01589-JAGX

Supplement Number
00

Federal Award Amount
\$17,093.00

Funding Instrument Type
Grant

Assistance Listing Number

Assistance Listings Program Title

16.738

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

☐

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

False

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Application Number

GRANT13426668

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Patrick Fines

Phone Number

202-598-0786

E-mail Address

Patrick.Fines@ojp.usdoj.gov

Project Title

Road Patrol Drone Project - Emergency Search and Rescue

Performance Period Start Date

10/01/2020

Performance Period End Date

09/30/2022

Budget Period Start Date

10/01/2020

Budget Period End Date

09/30/2022

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

☐

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

False

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

☐

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

False

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to

be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such

obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

39

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

41

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

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☐

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Deputy Assistant Attorney General

Name of Approving Official
Maureen Henneberg

Signed Date And Time
9/16/21 3:31 PM

Authorized Representative



Entity Acceptance

Title of Authorized Entity Official
Administrator/Controller

Signed Date And Time

Bottom of Form

FY22 Michigan Mental Health Court Grant Program Contract and Revised Budget

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 FY22 MMHCGP Contract and Revised Budget	10/15/2021	Cover Memo
📎 FY22 MMHCGP Contract and Revised Budget	10/15/2021	Exhibit

MEMORANDUM

TO: ST. CLAIR COUNTY BOARD OF COMMISSIONERS

FROM: REBECCA SHAFRAN, MHC COORDINATOR

SUBJECT: FY22 MMHCGP CONTRACT AND REVISED BUDGET

DATE: OCTOBER 15, 2021

CC: HON. JOHN D. TOMLINSON

With your permission, I would request to place the FY22 MMHCGP Contract and Revised Budget on the agenda for November 4, 2021 Standing Committee Meeting for review, approval, and signature through DocuSign.

Funding for FY2022 will remain the same as the previous year in that it will be administered by the State Court Administrative Office. In addition, the Mental Health Court plans to continue its contract for treatment and services with St. Clair County Community Mental Health Authority.

The grant award will be used for personnel, drug and alcohol testing, mental health services, and transportation.

Rebecca Shafran
MHC Coordinator

Attachments: FY22 MMHCGP Contract and revised budget

**Michigan Supreme Court
State Court Administrative Office
Michigan Mental Health Court Grant Program
Fiscal Year 2022 Contract**

Grantee Name: 72nd District Court — Adult Mental Health Court
Unique Identifier: U20025
Federal ID Number: 38-6006420
Contract Number: 25332
Grant Amount: \$381,593

1. DEFINITIONS GOVERNING CONTRACT

The definitions below govern the terms used in this Contract.

1.01 The term “Authorizing Official” means an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Contract.

1.02 The term “Contract” as used in this document means the Contract between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.

1.03 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO. Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute or produce during the term of this Contract when rendering Services thereunder. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.04 The term “Effective Date” means the date upon which this Contract becomes effective, which is the date the Contract is signed by both Parties. If the Parties do not sign the Contract on the same date, the latest specified date will become the Contract’s effective date.

1.05 The term “Employee Benefits” means any and all employee benefits the SCAO

provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.06 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Contract.

1.07 The term "Grantee" as used in this Contract includes the Grantee(s)/party(ies) with which the SCAO is contracting and also includes the Grantee's employees, agents, subcontractors, vendors and subrecipients providing services and/or receiving funds under the Contract and the Grantee's Authorizing Official. Further, the "Grantee" includes Subrecipients referred to in the Audit section of this Contract.

1.08 The term "Grantee's agents" as used in this Contract includes the Grantee's employees, agents, subcontractors, vendors, and subrecipients.

1.09 The term "Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, agents and/or subrecipients jointly with the SCAO while engaged in Services under this Contract.

1.10 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.11 The term "Parties" includes the SCAO, Grantee, and all of their employees, agents and subrecipients, including as defined in the term "Grantee".

1.12 The terms "Program Expenses" and "Expenses" mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee's performance under this Contract. This term includes allowable program costs as articulated in WebGrants, which are contained on the "allowable expense" list and in the program budget. This term also includes Travel Expenses as defined below.

1.13 The term "Services" refers to the goods, services, program activities, projects and initiatives that the Grantee agrees to provide to the SCAO under this Contract, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Contract.

1.14 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.15 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Contract. Reimbursable Travel Expenses must be approved by SCAO before they are incurred. The term "WebGrants" refers to the web-based grant management system used by the SCAO.

1.16 The term "Work Product" refers to reports, programs, manuals, tapes and videos prepared under this Contract and amendments thereto. It also includes computer data such as programs

and software in various stages of development and source codes and object codes, and any other work product prepared by the Provider under this Contract and amendments thereto.

2. PARTIES

2.01 This Contract is between the SCAO and the 72nd District Court — Adult Mental Health Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to \$381,593 for the Grantee's expenses under this Contract.

3.02 The grant funding is from the Michigan Mental Health Court Grant Program.

4. DURATION

4.01 This Contract begins on October 1, 2021, and ends on September 30, 2022, at 11:59 p.m.

5. TERMS

5.01 This Contract contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following which can be found in WebGrants:

- A. Reporting requirements (see Attachment 1),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on Expenses, and
- E. Approved grant budget.

6. "GRANTEE'S AGENT" DEFINED

6.01 The Grantee may partner with other parties to assist with Contract performance. In this Contract, the term "Grantee's agents" will refer to the Grantee's employees, contractors, subcontractors, vendors, and subrecipients.

7. CHANGE IN GRANTEE CONTACT

7.01 The Grantee must submit written notification to SCAO, through a Contract amendment using WebGrants, of any change in project director, agency contact, financial officer, program judge, or Authorizing Official defined in Section 28 of this Contract, address, e-mail, or telephone number.

8. RELATIONSHIP AND DUTIES

8.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

8.02 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

8.03 The SCAO is not obligated either under this Contract or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

8.04 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Contract.

8.05 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

8.06 Except for the grant amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

8.07 The Grantee agrees to comply with all of the Contract terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

9. REIMBURSEMENT AND BUDGET

9.01 This is a reimbursement-based grant for Services rendered.

9.02 The Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses.

9.03 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Contract is effective. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Contract is effective.

9.04 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list and the approved budget.

9.05 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options. Examples of potential other available funding options include local court or county funding, federal funding, participant fees, and partnerships with nonprofit organizations. If the Grantee has other available funding options but relies on the grant funding under this Contract before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

9.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

9.07 The Grantee may request to amend the grant budget by submitting a Contract Amendment in WebGrants. The SCAO must approve any request to amend the grant budget.

9.08 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

9.09 All Expense reimbursement is subject to the SCAO's approval.

9.10 The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's [website](#).

10. RELIGIOUS PROGRAMMING

10.01 The Grantee will not spend grant funds on a program that has a religious component.

10.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

11. ASSIGNMENT

11.01 The Grantee may not assign any portion of this Contract except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Contract shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

12. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

12.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.

12.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.

12.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

12.04 The Grantee must include all of the terms from this Contract in all subrecipient subcontracts.

13. CONFIDENTIAL INFORMATION

13.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Contract. However, to the extent that it is, all medical and treatment information of participants served under this Contract is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

13.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

- A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- C. The Grantee must have written policies and procedures about using and

disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.

- D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

13.03 During Contract performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 28 of this Contract before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.

13.04 The Grantee agrees to return all Confidential Information to the SCAO immediately upon the termination of this Contract and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days after the conclusion of this Contract. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

This section survives termination or expiration of this Contract.

14. RIGHTS TO WORK PRODUCT, INVENTIONS, AND IMPROVEMENTS

14.01 All written or visual Work Product shall belong to the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Contract and shall have the right to distribute those materials.

14.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Contract.

14.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Contract that is not Confidential and Proprietary Information as defined in this Contract if the Work Product enters the public domain. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Contract without the prior written permission of the SCAO.

14.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

14.05 The Grantee shall promptly disclose in writing to SCAO all Inventions, Patented and/or Copyrighted Materials jointly with the SCAO or singly by the Grantee while engaged in Services under this Contract. As to each such disclosure, the Grantee shall specifically bring to SCAO's attention any features or concepts related to Inventions, Patented and/or Copyrighted Materials that are new, unique or different such that they may qualify for copyright, patent or other intellectual property protection.

14.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Inventions, Patented and/or Copyrighted Materials for which the SCAO desires to obtain such protection.

14.07 The Grantee warrants that as of the Effective Date of the Contract, there are no

Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Contract provisions before entering into this Contract, except those specifically set forth by attachment hereto. Further, the Grantee warrants that its performance under this Contract will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

14.08 The Grantee further warrants that as of the Effective Date of the Contract, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Contract.

15. INSURANCE

15.01 The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Contract.

16. LIABILITY AND INDEMNIFICATION

16.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Contract. This subsection does not waive governmental immunity as provided by law.

16.02 The Grantee warrants that, before entering into this Contract, it is not subject to any liabilities or expenses that could interfere with Contract performance.

16.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

16.04 The Grantee agrees to indemnify, defend and hold harmless the SCAO, the MSC, and their respective agents, officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities by reason of the Grantee's Services provided and/or the Grantee's failure to provide such Services as specified in this provided that nothing herein shall be construed as a waiver of any governmental immunity as provided by law.

17. FINANCIAL RECORDS, RETENTION, AND INSPECTION

17.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

17.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

17.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

17.04 The Grantee must retain all financial records related to this Contract for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

17.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must

immediately refund those amounts to the SCAO.

17.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

18. GRANT REPORTING

18.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Contract so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

18.02 Further, for each participant who is screened for or accepted into the Grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

18.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 28 of this Contract.

19. SUSPENSION, TERMINATION, AND REDUCTION

19.01 The SCAO and/or the Grantee may reduce the project budget, or suspend or terminate this Contract without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Contract are not adhered to by the Grantee/subrecipients.
- B. If the Grantee fails to make progress satisfactory to SCAO toward the project goals, objectives, or strategies set forth in this Contract, including but not limited to a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the fiscal year.
- C. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- D. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program (SSSPP) funds are exempt from certification requirements in Section 25.
- E. If the Grantee is charged with of any criminal activity or offenses during the term of this Contract or any extension thereof.
- F. If funding for this Contract becomes unavailable to the SCAO due to appropriation or budget shortfalls.

G. The SCAO may immediately suspend or terminate this contract if the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

H. The SCAO may immediately suspend or terminate this contract if any report from Section 18 is at least 45 days late.

19.02 Each Party has the right to terminate this Contract without cause. However, the terminating party must provide written notice to the other party of such termination at least 15 calendar days before the termination will be effective as provided in Section 28 of this Contract.

19.03 The SCAO may immediately suspend or terminate this Contract if the Grantee or any of the Grantee's agents are convicted of a criminal offense that directly or indirectly involves grant funds.

19.04 If the SCAO terminates this Contract under Section 19, the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19.05 The SCAO may reduce the Grantee's grant amount at any time if the SCAO determines that the Grantee is not reasonably likely to fully expend the grant funds by the time this Contract ends.

20. COMPLIANCE WITH LAWS

20.01 The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

21. MICHIGAN LAW

21.01 This Contract shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Contract in the Court of Claims in the state of Michigan.

22. CONFLICT OF INTEREST

22.01 Because this Contract involves contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Contract.

23. DEBT TO STATE OF MICHIGAN

23.01 The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

24. CONTRACT DISPUTE

24.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Contract within 10 business days of discovery of the alleged breach as provided in Section 28 of this Contract.

25. PROGRAM CERTIFICATION

25.01 Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family dependency treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Contract.

26. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

26.01 The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

27. AMENDMENT

27.01 The parties may amend this contract only in writing signed by both parties.

27.02 The Grantee must submit a contract amendment through WebGrants and also notify the SCAO of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

28. DELIVERY OF NOTICE

28.01 Written notices and communications required under this Agreement shall be delivered in one of two forms: 1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

28.02 The Grantee's contact person is:

Rebeccah Shafran
72nd District Court
201 McMorran Blvd.
Port Huron, Michigan 48060
rshafran@stclaircounty.org

28.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
SmithA@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

29. GRANTEE'S AUTHORIZING OFFICIAL

29.01 The Grantee's "Authorizing Official" is the individual who signs this Contract. The Authorizing Official must be a person who is authorized to enter into a binding contract for the Grantee. ***The Authorizing Official may not be a judge or other state employee.*** The Authorizing Official might be from the Executive or Legislative Branch of the Grantee — for example, the Authorizing Official might be the County Administrator, Chair of the Board of Commissioners, Court Administrator, City Manager, Legal Counsel, Finance Director, or Mayor.

29.02 Only one person may sign this Contract as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Contract represents the mutual agreement and acceptance of this Contract by all persons who are authorized to enter into binding contracts for the Grantee.

SIGNATURES OF PARTIES
Michigan Mental Health Court Grant Program
CONTRACT NUMBER: 25332

30. SIGNATURE OF PARTIES

- 30.01 This Contract is not effective unless signed by both Parties.
- 30.02 The signatures on this contract are electronic through the DocuSign system.
- 30.03 The DocuSign system requires an agent of the Grantee to send this Contract to the Grantee’s Authorizing Official for the Authorizing Official’s review and signature. Selecting the dropdown below confirms that the Contract can be sent to the Grantee’s Authorizing Official for signature.
- 30.04 The DocuSign system requires an agent of the SCAO to send this Contract to an individual who is authorized to sign for the SCAO for the individual’s signature. Selecting the dropdown below confirms that the Contract can be sent to an individual who is authorized to sign for the SCAO for the individual’s signature.

72nd District Court
Adult Mental Health Court

State Court Administrative Office

Grantee's Authorizing Official’s Signature

Authorizing Official’s Signature

Grantee’s Authorizing Official’s Name

Authorizing Official’s Name

Grantee’s Authorizing Official’s Title

Authorizing Official’s Title

Date Signed by Grantee’s Authorizing Official

Date Signed by Authorizing Official

ATTACHMENT 1
FY 2022 REPORTING REQUIREMENTS
October 1, 2021, through September 30, 2022

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2022*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2021, through December 31, 2021.
May 15, 2022*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2022, through March 31, 2022.
August 15, 2022*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2022, through June 30, 2022.
November 15, 2022*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2022, through September 30, 2022.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2022*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2022	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	NOTE
January 10, 2022	Courts will be reporting on expenditures from October 1, 2021, through December 31, 2021.
April 10, 2022	Courts will be reporting on expenditures from January 1, 2022, through March 31, 2022.
July 10, 2022	Courts will be reporting expenditures from April 1, 2022, through June 30, 2022.
October 10, 2022	Courts will be reporting expenditures from July 1, 2022, through September 30, 2022.

PROGRESS	
DUE DATE	NOTE
October 30, 2022* Year-End Report	Courts will be reporting on progress made during the grant period – October 1, 2021, through September 30, 2022.

*Planning Grants – If your court is receiving a FY 2022 planning grant, you are only required to complete this report if the program becomes operational during this fiscal year.

FY2022 MMHCGP (REVISED BUDGET)

Personnel

		SCAO	In-kind (SCC)
MHC Judge	487 hours X \$71.75 per hour	\$ -	\$ 34,942
MHC Coordinator (Rebeccah)	1950 hours X \$29.00 per hour (+\$57.70 per pay insurance opt out) (\$27.6409 & \$28.1937)	\$ 56,204	\$ -
Probation Officer (Matt)	1950 hours X \$32.00 per hour (\$31.09232 & \$31.71415)	\$ 61,535	
Probation Officer (Cory)	1950 hours X \$31.00 per hour (\$29.8960 & \$30.4939)	\$ 59,167	
Probation Clerical (Aubrey)	520 hours X \$20.00 per hour (\$18.6728 & \$19.0463)	\$ 9,856	\$ 27,100
Court Reporter	260 hours X \$29.13 per hour	\$ -	\$ 7,574
	Personnel Total	\$ 186,762	\$ 69,616

Fringe Benefits

		SCAO	In-kind (SCC)
FICA	Rebecca	\$ 4,300	\$ -
Soc. Sec (6.20%)	Matthew	\$ 4,571	
Medicare (1.45%)	Aubrey	\$ 754	\$ 2,073
	Cory	\$ 4,457	
	subtotal	\$ 14,082	\$ 2,073
Retirement (8.00%)	Rebecca (457-Defined Contribution Plan)	\$ 4,496	\$ -
Retirement (23.5%)	Matthew (Retiree Health & Retirement)	\$ 15,951	
Retirement (8.00%)	Cory (457- Defined Contribution Plan)	\$ 4,649	
	subtotal	\$ 25,096	\$ -
Unemployment (.08%)	Rebecca	\$ 45	\$ -
	Matthew	\$ 49	
	Aubrey	\$ 8	\$ 22
	Cory	\$ 46	
	subtotal	\$ 148	\$ 22
Worker's Compensation (.60%)	Rebecca	\$ 337	\$ -
	Matthew	\$ 366	
	Aubrey	\$ 59	\$ 163
	Cory	\$ 349	
	subtotal	\$ 1,111	\$ 163
Life Insurance (\$60)	Rebecca	\$ 59	\$ -
	Matthew	\$ 59	
	Cory	\$ 59	
	subtotal	\$ 178	\$ -
Other (Health Insurance)	Matthew (Health Insurance)	\$ 7,041	
	Cory (Health Insurance)	\$ 17,626	
	subtotal	\$ 24,667	\$ -
Other (Disability Insur. - 1.00%)	Rebecca	\$ 562	\$ -
	Matthew	\$ 610	
	Cory	\$ 581	
	subtotal	\$ 1,753	\$ -
	Fringe Benefits Total	\$ 67,035	\$ 2,257

Contractual

		SCAO	In-kind (SCC)
		\$ 47,000	
	Blue Water DRP \$32,000.00		
	PBT Alcohol tests X \$3.00		
	Urinalysis tests X \$15.00		
	Oral Swab X \$25.00		
	Huron House \$12,000.00		
	PBT tests X \$5.00		
	Urinalysis tests X \$20.00		
	Oral Swab X \$30.00		
	Marine City Police Dept.		
	PBT Alcohol test X \$5.00 (or if Non-resident of Marine City: \$10.00 +\$1.00 (Straw)=\$11 per PBT Alcohol test)		
	Capac Police Dept.		
	Drug/Alcohol screening X \$5.00		
	Class 'A' Training Center \$3,000.00		
	6-panel plus ETg tests X \$25.00		
	House Arrest Services		
	Enrollment Fee X \$100.00		
	SCRAM-day X \$11.00		
Drug Testing Facilities			
Housing	Local Hotel/Motel (emergency housing) days X \$25.00		\$ -
	Vision Quest Recovery (\$4,625.00) \$25.00 Non-refundable deposit / days x \$18.00 per day		
Defense Attorney	SCC Public Defender's Office- Maximum of \$600 per calendar month; not to exceed \$100/hour Participate in program meeting, staffing meeting, and review hearings		
Prosecuting Attorney	St. Clair County Prosecuting Attorney \$50.25 per hour (MHC meetings, MHC Plea/Violation, Review reports, Scheduling/Billing)	\$ 4,800	\$ -
	St. Clair County Community Mental Health Authority Personnel/Fringe Benefits- SCAO: \$32,617.60 / In-kind: \$184,813.30 Training- SCAO: \$ Travel- SCAO: \$350 Office Supplies- SCAO: \$100 Treatment Costs: \$50,487		
Mental Health Services		\$ 72,736	\$ 184,813
	Contractual Total	\$ 124,536	\$ 184,813

Supplies/Operating

		SCAO	In-kind (SCC)
Drug Testing Supplies (Adult Probation Department)	10-panel cups @ \$6.00		\$ -
Graduation & Incentives	participants \$20 Gift card (Graduation) participants \$10 Gift card (Incentive)	\$ 960	\$ -
	Copy paper, 8.5 X 11 Two-pocket portfolio folders Certificate Holders Certificate Paper		
Basic Office Supplies	Michigan State ID \$10.00 St. Clair County Birth Certificate \$15.00	\$ 100	\$ -
Identification Documents			
	Supplies/Operating Total	\$ 1,060	\$ -

Travel

		SCAO	In-kind (SCC)
Bus tickets (regular fare)	tickets @ .80	\$ 2,000	\$ -
Bus tickets (reduced fare)	tickets @ .40	\$ 200	\$ -
	Travel Total	\$ 2,200	\$ -
	TOTAL	\$381,593	\$256,687

Total Cost of MHC operations \$ 638,279

FY22 Huron House Subcontract with Mental Health Court Program

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	FY22 Huron House subcontract memo	10/15/2021	Cover Memo
	FY22 Huron House subcontract	10/15/2021	Exhibit

MEMORANDUM

DATE: October 15, 2021
TO: St. Clair County Board of Commissioners
CC: Hon. John D. Tomlinson
FROM: Rebecca Shafran, MHC Coordinator
SUBJECT: FY22 MMHCGP Sub-Contract with Huron House Inc.

With your permission, I am requesting to place the FY22 MMHCGP Sub-Contract with Huron House Inc. on the agenda for November 4, 2021 Standing Committee Meeting for review, approval, and signature.

The attached is a Subcontract between the Mental Health Court and Huron House Inc. for the fiscal year beginning October 1, 2021 and ending on September 30, 2022.

Huron House Inc. has agreed to provide drug and alcohol testing for the Mental Health Court. The total sum to be paid to Huron House Inc. under this agreement will not exceed \$12,000.00. The Mental Health Court agrees to pay Huron House Inc. directly and the court will then send the invoices to the State Court Administrative Office for reimbursement.

Rebecca Shafran
MHC Coordinator

Attachments: FY22 MMHCGP Sub-Contract with Huron House Inc.

**Vendor Agreement Between the
72nd District Court-Adult Mental Health Court
and Huron House Inc.**

Huron House Inc.

Federal ID Number: 38-2265671

Contract Number: 25332

Grant Amount: \$381,593

1. GENERAL PROVISIONS

1.01 This contract is made between the 72nd District Court - Adult Mental Health Court, hereafter Court, and Huron House Inc., hereafter Subcontractor.

1.02 The maximum amount of this agreement shall not exceed \$20.00 per Urinalysis test and/or \$30.00 Saliva testing; total \$12,000.00. Any changes to the maximum amount, rates, units, or hours must be in writing and signed by both parties.

1.03 This contract is for the FY2022 MMHCGP.

1.04 In consideration of the mutual promises and covenants in this contract, and the benefits to be derived from this contract, the parties agree as follows:

2. TERM OF CONTRACT

2.01 This contract commences on October 1, 2021 and terminates on September 30, 2022 at 11:59 p.m.

3. RELATIONSHIP

3.01 The Subcontractor is an independent contractor, and it is understood that the Subcontractor is not an employee of the Court. No employee, agent, or subcontractor of the Subcontractor is an employee of the Court.

3.02 No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as a result of this contract. The Subcontractor is not eligible for, and will not participate in, any such benefits.

3.03 The Subcontractor is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Subcontractor's activities in accordance with this contract, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees.

3.04 The Subcontractor understands and agrees that all parties furnishing services pursuant to this contract are, for purposes of workers' compensation liability or other actions of employee-related liability, not employees of the court. The Subcontractor bears the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees for injuries arising from or connected with services performed pursuant to this contract.

3.05 The Subcontractor does not, and shall not, have the authority to enter into contracts on the Court's behalf.

4. SCOPE OF SERVICES

4.01 Upon signing of this contract, the Court agrees to provide funding from the Grant in an amount not to exceed the amount of this contract. In no event does this contract create a charge against any other funds of the Court or the Michigan Supreme Court.

4.02 The Subcontractor, and the Subcontractor's employees or subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this contract and in any amendments to this contract.

4.03 Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements, shall remain the sole responsibility of the Court.

5. PERFORMANCE AND BUDGET

5.01 The Court agrees to provide the Subcontractor a sum not to exceed \$12,000.00 for the Court program operated pursuant to this contract.

5.02 Subcontractor equipment purchases are prohibited.

5.03 The Subcontractor agrees that it will not expend funds obtained under this contract for any purpose other than those authorized in the administrative requirements specified in the application and most recently approved budget for the Grant, and will expend grant funds only during the period covered by this contract unless prior written approval is received from the Court.

5.04 All reimbursements for the proper performance of the contract shall be made by the Court monthly, upon submission by the Subcontractor of claims for approval by the Court. The claims shall include a specific amount of the hours worked, hourly salary, the detailed services provided by the Subcontractor or Subcontractor's staff, and/or the specific amount expended on supplies or operating costs necessary for program operation.

5.05 The Subcontractor shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the Court's fiscal procedures. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

6. CONDUCT OF THE PROJECT

6.01 The Subcontractor agrees to undertake, perform, and complete the following services: Urinalysis, PBT, and Saliva testing. Any changes to the work described in this section must be requested in writing and signed by both parties.

6.02 The Subcontractor agrees that funds awarded under this Grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytizing. If the Subcontractor refers participants to, or provides, a non-federally funded program of service that incorporates such religious activities: (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-federally funded program or services that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the Subcontractor agrees to identify and refer participants who object to the inherently religious activities of such program or service to a comparable secular alternative program or service.

7. ASSIGNMENT

7.01 The Subcontractor may not assign the performance under this contract to subcontract personnel except with the prior written approval of the Court.

7.02 All provisions and requirements of this contract shall apply to any subcontracts or agreements the Subcontractor may enter into in furtherance of its obligations under the contract.

7.03 The Subcontractor shall provide copies of all subrecipient subcontracts for services funded in whole or in part by this Grant to the Court.

8. CONFIDENTIAL INFORMATION

8.01 In order that the Subcontractor's employees or subrecipient subcontractors may effectively provide fulfillment of this contract to the Court, the Court may disclose confidential or proprietary information pertaining to the Court's past, present, and future activities to the Subcontractor. All such information is proprietary to the Court and the Subcontractor shall not disclose such information to any third party without prior approval from the Court, unless disclosure is required by law or court order. If disclosure is required by law or court order, the Court will be notified of the request before disclosure. The Subcontractor agrees to return all confidential or proprietary information to the Court immediately upon the termination of this contract.

8.02 Both the Court and Subcontractor shall assure that medical services to, and information contained in the medical records of, persons served under the provisions of this contract or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the provision of services or other activity under this agreement, shall remain confidential. Such information shall be held confidential, and shall not be divulged without the written consent of either the patient or a patient's legal guardian or person with other legal authority, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly or indirectly identify particular individuals.

9. HUMAN SUBJECTS

9.01 The Subcontractor must submit all research involving human subjects conducted in programs sponsored by the Court, or in programs that receive funding from or through the state of Michigan, to the Michigan Department of Community Health's (MDCH) Institutional Review Board (IRB) for approval prior to the initiation of the research.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, 42 CFR PART 2, AND MICHIGAN MENTAL HEALTH CODE

10.01 To the extent applicable, the Subcontractor assures and certifies that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code, to the extent that this act and these regulations are pertinent to the services that the Subcontractor provides under this contract. These requirements include:

- A. The Subcontractor must not share any protected health or other protected data and information provided by the Court or any other source that falls within HIPAA, 42 CFR Part 2, and/or the Michigan Mental Health Code requirements, except to a subrecipient subcontractor as appropriate under this contract.
- B. The Subcontractor must require, in the terms and conditions of any subcontract, that the subrecipient subcontractor not share any protected health or other protected data and information from the Court or any other source that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements.
- C. The Subcontractor must use protected data and information only for the purposes of this contract.
- D. The Subcontractor must have written policies and procedures addressing the use of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements. The policies and procedures must meet all applicable federal and state requirements including HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code regulations. These policies and procedures must include restricting access to the protected data and information by the Subcontractor's employees.
- E. The Subcontractor must have a policy and procedure to report to the Court unauthorized use or disclosure of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements of which the Subcontractor becomes aware.
- F. Failure to comply with any of these contractual requirements may result in the termination of this contract in accordance with section 17.
- G. In accordance with HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements, the Subcontractor is liable for any claim, loss, or damage relating to its unauthorized use or disclosure of protected data and information received by the Subcontractor from the Court or any other source.

11. RIGHTS TO WORK PRODUCT

11.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Subcontractor under this contract, and amendments thereto, shall belong to the State Court Administrative Office (SCAO) and are subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Subcontractor original materials produced under this contract and shall have the right to distribute those materials.

11.02 The Court grants the Subcontractor a royalty-free, nonexclusive license to use anything developed in the course of executing this contract if the work product enters the public domain.

11.03 The SCAO shall have copyright, property, and publication rights in all written or visual material or other work products developed in connection with this contract. The Subcontractor shall not publish or distribute any printed or visual material relating to the services provided under this contract without the prior explicit permission of the SCAO.

12. WRITTEN DISCLOSURE

12.01 The Subcontractor and the Subcontractor's employees or subrecipient subcontractors shall promptly disclose in writing to the Court all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by the Subcontractor or the Subcontractor's employees or subrecipient subcontractors jointly with the Court or singly by the Subcontractor or the

Subcontractor's employees or subrecipient subcontractors while engaged in activity under this contract. As to each such disclosure, the Subcontractor shall specifically point out the features or concepts that are new or different.

12.02 The Court shall have the right to request the assistance of the Subcontractor and Subcontractor's employees or subrecipient subcontractors in determining and acquiring copyright, patent, or other such protection at the SCAO's invitation and request.

12.03 The Subcontractor represents and warrants that there are at present no such writings, inventions, improvements, or discoveries (other than in a copyright, copyright application, patent, or patent application) that were written, conceived, invented, made, or discovered by the Subcontractor or the Subcontractor's employees before entering into this contract, and which the Subcontractor or the Subcontractor's employees desire to remove from the provisions of this contract, except those specifically set forth by attachment hereto.

13. INSURANCE

13.01 The Subcontractor shall carry insurance coverage or self-insurance in such amounts as necessary to cover all claims arising out of the Subcontractor's operations under the terms of this contract.

14. INDEMNITY

14.01 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the Subcontractor in the performance of this contract, shall be the responsibility of the Subcontractor, and not the responsibility of the Court. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.02 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the Court in the performance of this contract, shall be the responsibility of the Court, and not the responsibility of the Subcontractor. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.03 In the event that liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from third party claims, demands, costs, or judgments arise as a result of activities conducted jointly by the Subcontractor and Court in fulfillment of their responsibilities under this contract, such liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses shall be borne by the Subcontractor and the Court in relation to each party's responsibilities under these joint activities. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.04 The Court is not responsible and will not be subject to any liability for any claim related to the loss, damage, or impairment of Subcontractor's property and materials or the property and materials of the Subcontractor's employees or subrecipient subcontractors, used by the Subcontractor pursuant to the Subcontractor's performance under this contract.

14.05 The Subcontractor warrants that it is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this contract. The Court will not be subject to any liability for any such claim.

14.06 In the event any action or proceeding is brought against the Subcontractor by reason of any claim due or claimed to be due to Subcontractor's performance covered under this contract, the Subcontractor will, at the Subcontractor's sole cost and expense, resist or defend the action or proceeding as the Subcontractor deems appropriate. The Subcontractor retains sole authority and discretion to resolve and settle any such claims.

15. ACQUISITION, ACCOUNTING, RECORDKEEPING, AND INSPECTION

15.01 The Subcontractor agrees that all expenditures from this contract, including the acquisition of personnel services, contractual services, and supplies, shall be in accordance with the administrative and budget requirements of the grant.

15.02 The Subcontractor agrees to maintain accounting records following generally accepted accounting principles for the expenditure of funds.

15.03 The Subcontractor agrees that the Michigan Supreme Court, the SCAO, the Court, the local government audit division of the Michigan Department of Treasury, the State Auditor General, or any of their duly authorized representatives, including program evaluators and auditors, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, books, accounts, data, time cards, or other records related to this contract. The Subcontractor shall retain all books and records, including all pertinent cost reports, accounting and financial records, or other documents related to this contract, for five years after final payment at the Subcontractor's cost. Federal and/or state auditors, and any persons duly authorized by the Court, shall have full access to and the right to examine and audit any of the materials during the term of this contract and for five years after final payment. If an audit is initiated before the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is complete. The Court shall provide audit findings and recommendations to the Subcontractor. The Court may adjust future or final payment if the findings of the audit indicate over- or under-payment to the Subcontractor for the period audited, subject to the availability of funds for such purposes. If an audit discloses an overpayment to the Subcontractor, the Subcontractor shall immediately refund all amounts that may be due to the Court. Failure of the Subcontractor to comply with the requirements of this section shall constitute a material breach of this contract upon which the Court may cancel, terminate, or suspend this contract.

15.04 The Subcontractor's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Subcontractor.

16. PROGRAM REVIEW AND MONITORING

16.01 The Subcontractor shall give the Court and any of its authorized agents access to the Court at any reasonable time to evaluate, audit, inspect, observe, and monitor the operation of the program. The inspection methods that may be used include, but are not limited to onsite visits, interviews of staff and participants, and review of case records, receipts, monthly/quarterly statistical reports, and fiscal records.

17. REDUCTION/SUSPENSION/TERMINATION

17.01 The Court and/or the Subcontractor may reduce the Project Budget and/or suspend this agreement and/or terminate this agreement without further liability or penalty to the Court as follows:

17.02 If any of the terms of this agreement are not adhered to. Suspension requires immediate action by the Subcontract to comply with this agreement's terms; otherwise,

termination by the Court may occur:

17.03 Each party has the right to terminate this contract without cause by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination. Such written notice will provide valid, legal reasons for termination along with the effective date.

17.04 Failure of the Subcontractor to make satisfactory progress toward the goals, objectives, or strategies set forth in this agreement. Failure under this subsection includes (but is not limited to) a determination by the Court after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the Fiscal Year.

17.05 This contract may be terminated immediately without further financial liability to the Court if funding for this contract becomes unavailable to the Court.

17.06 Filing false certification in this agreement or other report or document.

17.07 This agreement may be terminated immediately if the Subcontractor, an official of the Subcontractor, or an owner of a 25% or greater share of the Subcontractor 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 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; convicted of any other criminal offense which reflects on the Grantee's business integrity.

18. COMPLIANCE WITH LAWS

18.01 The Subcontractor shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

19. MICHIGAN LAW

19.01 This contract shall be subject to, and shall be enforced and construed under, the laws of Michigan.

20. CONFLICT OF INTEREST

20.01 The Subcontractor presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this contract.

20.02 The Subcontractor and the Court are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, MSA 4.1700(51) *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*, MSA 4.1700 (71) *et seq.*

21. DEBT TO STATE OF MICHIGAN

21.01 The Subcontractor covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

22. DISPUTES

22.01 The Subcontractor shall notify the Court in writing of the Subcontractor's intent to pursue a claim against the Court for breach of any term of this contract within seven

days of discovery of the alleged breach.

22.02 The Subcontractor and the Court agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this contract; or any claim that the Court violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.

22.03 The Subcontractor and the Court agree that, in the event that mediation is unsuccessful, any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion of the arbitrator. This agreement to arbitrate shall be specifically enforceable. A judgment of any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

23. ENTIRE AGREEMENT

23.01 This contract contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this contract exists to bind either of the parties.

24. AMENDMENT

24.01 This contract may be amended only upon written agreement of the parties.

25. DELIVERY OF NOTICE

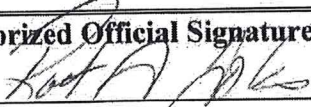
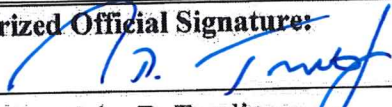
25.01 Written notices and communications required under this contract shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

- A. The Subcontractor's contact person is
Robert Toles, Owner
Huron House Inc.
3525 24th Street
Port Huron, MI 48060
- B. The Court's contact person is
Rebeccah Shafran
72nd District Court
201 McMorran Blvd.
Port Huron, MI 48060

26. SIGNATURE OF PARTIES

26.01 This contract becomes effective when signed by the parties.

IN WITNESS WHEREOF, the Court and the Subcontractor have executed this contract:

Subcontractor: Huron House Inc. Address: 3525 24 th Street City, State, & Zip: Port Huron, MI 48060 Phone: (810) 984-8781 Fax: (810) 984-5728	Court: 72 nd District Court-Adult Mental Health Court Address: 201 McMorran Blvd. City, State & Zip: Port Huron, MI 48060 Phone: (810) 985-2184 Fax: (810) 985- 2179
Authorized Official Signature: 	Authorized Official Signature: 
Name: Robert Toles Date: 10-15-2021	Name: Hon. John D. Tomlinson Date: 10/15/21
Authorized Official Signature:	
Name: Karry A. Hepting, St. Clair County Administrator/Controller Date:	

FY22 Blue Water DRP LLC Subcontract with Mental Health Court Program

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 FY22 Blue Water Drp subcontract memo	10/25/2021	Cover Memo
📎 FY22 Blue Water Drp subcontract with MHC	10/25/2021	Exhibit

MEMORANDUM

DATE: October 25, 2021
TO: St. Clair County Board of Commissioners
CC: Hon. John D. Tomlinson
FROM: Rebecca Shafran, MHC Coordinator
SUBJECT: FY22 MMHCGP Sub-Contract with Blue Water D.R.P. LLC

With your permission, I would request to place the FY22 MMHCGP Sub-Contract with Blue Water D.R.P. LLC on the agenda for November 4, 2021 Standing Committee Meeting for review, approval, and signature.

The attached is a Subcontract between the Mental Health Court and Blue Water D.R.P. LLC for the fiscal year beginning October 1, 2021 and ending on September 30, 2022.

Blue Water D.R.P. LLC has agreed to provide drug and alcohol testing for the Mental Health Court. The total sum to be paid to Blue Water D.R.P. LLC under this agreement will not exceed \$32,000.00. The Mental Health Court agrees to pay Blue Water D.R.P. LLC directly and the court will then send the invoices to the State Court Administrative Office for reimbursement.

Rebecca Shafran
MHC Coordinator

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**Vendor Agreement Between the
72nd District Court-Adult Mental Health Court
and Blue Water D.R.P. LLC**

Blue Water D.R.P. LLC

Federal ID Number: 26-4770411

Contract Number: 25332

Grant Amount: \$381,593

1. GENERAL PROVISIONS

1.01 This contract is made between the 72nd District Court - Adult Mental Health Court, hereafter Court, and Blue Water D.R.P. LLC, hereafter Subcontractor.

1.02 The maximum amount of this agreement shall not exceed \$15.00 per Urinalysis test, \$3.00 PBT test and/or \$25.00 Saliva testing; total \$32,000.00. Any changes to the maximum amount, rates, units, or hours must be in writing and signed by both parties.

1.03 This contract is for the FY2022 MMHCGP.

1.04 In consideration of the mutual promises and covenants in this contract, and the benefits to be derived from this contract, the parties agree as follows:

2. TERM OF CONTRACT

2.01 This contract commences on October 1, 2021 and terminates on September 30, 2022 at 11:59 p.m.

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3.02 No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as a result of this contract. The Subcontractor is not eligible for, and will not participate in, any such benefits.

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3.04 The Subcontractor understands and agrees that all parties furnishing services pursuant to this contract are, for purposes of workers' compensation liability or other actions of employee-related liability, not employees of the court. The Subcontractor bears the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees for injuries arising from or connected with services performed pursuant to this contract.

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5.01 The Court agrees to provide the Subcontractor a sum not to exceed \$32,000.00 for the Court program operated pursuant to this contract.

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5.04 All reimbursements for the proper performance of the contract shall be made by the Court monthly, upon submission by the Subcontractor of claims for approval by the Court. The claims shall include a specific amount of the hours worked, hourly salary, the detailed services provided by the Subcontractor or Subcontractor's staff, and/or the specific amount expended on supplies or operating costs necessary for program operation.

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9.01 The Subcontractor must submit all research involving human subjects conducted in programs sponsored by the Court, or in programs that receive funding from or through the state of Michigan, to the Michigan Department of Community Health's (MDCH) Institutional Review Board (IRB) for approval prior to the initiation of the research.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, 42 CFR PART 2, AND MICHIGAN MENTAL HEALTH CODE

10.01 To the extent applicable, the Subcontractor assures and certifies that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code, to the extent that this act and these regulations are pertinent to the services that the Subcontractor provides under this contract. These requirements include:

- A. The Subcontractor must not share any protected health or other protected data and information provided by the Court or any other source that falls within HIPAA, 42 CFR Part 2, and/or the Michigan Mental Health Code requirements, except to a subrecipient subcontractor as appropriate under this contract.
- B. The Subcontractor must require, in the terms and conditions of any subcontract, that the subrecipient subcontractor not share any protected health or other protected data and information from the Court or any other source that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements.
- C. The Subcontractor must use protected data and information only for the purposes of this contract.
- D. The Subcontractor must have written policies and procedures addressing the use of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements. The policies and procedures must meet all applicable federal and state requirements including HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code regulations. These policies and procedures must include restricting access to the protected data and information by the Subcontractor's employees.
- E. The Subcontractor must have a policy and procedure to report to the Court unauthorized use or disclosure of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements of which the Subcontractor becomes aware.
- F. Failure to comply with any of these contractual requirements may result in the termination of this contract in accordance with section 17.
- G. In accordance with HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements, the Subcontractor is liable for any claim, loss, or damage relating to its unauthorized use or disclosure of protected data and information received by the Subcontractor from the Court or any other source.

11. RIGHTS TO WORK PRODUCT

11.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Subcontractor under this contract, and amendments thereto, shall belong to the State Court Administrative Office (SCAO) and are subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Subcontractor original materials produced under this contract and shall have the right to distribute those materials.

11.02 The Court grants the Subcontractor a royalty-free, nonexclusive license to use anything developed in the course of executing this contract if the work product enters the public domain.

11.03 The SCAO shall have copyright, property, and publication rights in all written or visual material or other work products developed in connection with this contract. The Subcontractor shall not publish or distribute any printed or visual material relating to the services provided under this contract without the prior explicit permission of the SCAO.

12. WRITTEN DISCLOSURE

12.01 The Subcontractor and the Subcontractor's employees or subrecipient subcontractors shall promptly disclose in writing to the Court all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by the Subcontractor or the Subcontractor's employees or subrecipient subcontractors jointly with the Court or singly by the Subcontractor or the

Subcontractor's employees or subrecipient subcontractors while engaged in activity under this contract. As to each such disclosure, the Subcontractor shall specifically point out the features or concepts that are new or different.

12.02 The Court shall have the right to request the assistance of the Subcontractor and Subcontractor's employees or subrecipient subcontractors in determining and acquiring copyright, patent, or other such protection at the SCAO's invitation and request.

12.03 The Subcontractor represents and warrants that there are at present no such writings, inventions, improvements, or discoveries (other than in a copyright, copyright application, patent, or patent application) that were written, conceived, invented, made, or discovered by the Subcontractor or the Subcontractor's employees before entering into this contract, and which the Subcontractor or the Subcontractor's employees desire to remove from the provisions of this contract, except those specifically set forth by attachment hereto.

13. INSURANCE

13.01 The Subcontractor shall carry insurance coverage or self-insurance in such amounts as necessary to cover all claims arising out of the Subcontractor's operations under the terms of this contract.

14. INDEMNITY

14.01 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the Subcontractor in the performance of this contract, shall be the responsibility of the Subcontractor, and not the responsibility of the Court. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.02 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the Court in the performance of this contract, shall be the responsibility of the Court, and not the responsibility of the Subcontractor. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.03 In the event that liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from third party claims, demands, costs, or judgments arise as a result of activities conducted jointly by the Subcontractor and Court in fulfillment of their responsibilities under this contract, such liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses shall be borne by the Subcontractor and the Court in relation to each party's responsibilities under these joint activities. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.04 The Court is not responsible and will not be subject to any liability for any claim related to the loss, damage, or impairment of Subcontractor's property and materials or the property and materials of the Subcontractor's employees or subrecipient subcontractors, used by the Subcontractor pursuant to the Subcontractor's performance under this contract.

14.05 The Subcontractor warrants that it is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this contract. The Court will not be subject to any liability for any such claim.

14.06 In the event any action or proceeding is brought against the Subcontractor by reason of any claim due or claimed to be due to Subcontractor's performance covered under this contract, the Subcontractor will, at the Subcontractor's sole cost and expense, resist or defend the action or proceeding as the Subcontractor deems appropriate. The Subcontractor retains sole authority and discretion to resolve and settle any such claims.

15. ACQUISITION, ACCOUNTING, RECORDKEEPING, AND INSPECTION

15.01 The Subcontractor agrees that all expenditures from this contract, including the acquisition of personnel services, contractual services, and supplies, shall be in accordance with the administrative and budget requirements of the grant.

15.02 The Subcontractor agrees to maintain accounting records following generally accepted accounting principles for the expenditure of funds.

15.03 The Subcontractor agrees that the Michigan Supreme Court, the SCAO, the Court, the local government audit division of the Michigan Department of Treasury, the State Auditor General, or any of their duly authorized representatives, including program evaluators and auditors, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, books, accounts, data, time cards, or other records related to this contract. The Subcontractor shall retain all books and records, including all pertinent cost reports, accounting and financial records, or other documents related to this contract, for five years after final payment at the Subcontractor's cost. Federal and/or state auditors, and any persons duly authorized by the Court, shall have full access to and the right to examine and audit any of the materials during the term of this contract and for five years after final payment. If an audit is initiated before the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is complete. The Court shall provide audit findings and recommendations to the Subcontractor. The Court may adjust future or final payment if the findings of the audit indicate over- or under-payment to the Subcontractor for the period audited, subject to the availability of funds for such purposes. If an audit discloses an overpayment to the Subcontractor, the Subcontractor shall immediately refund all amounts that may be due to the Court. Failure of the Subcontractor to comply with the requirements of this section shall constitute a material breach of this contract upon which the Court may cancel, terminate, or suspend this contract.

15.04 The Subcontractor's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Subcontractor.

16. PROGRAM REVIEW AND MONITORING

16.01 The Subcontractor shall give the Court and any of its authorized agents access to the Court at any reasonable time to evaluate, audit, inspect, observe, and monitor the operation of the program. The inspection methods that may be used include, but are not limited to onsite visits, interviews of staff and participants, and review of case records, receipts, monthly/quarterly statistical reports, and fiscal records.

17. REDUCTION/SUSPENSION/TERMINATION

17.01 The Court and/or the Subcontractor may reduce the Project Budget and/or suspend this agreement and/or terminate this agreement without further liability or penalty to the Court as follows:

17.02 If any of the terms of this agreement are not adhered to. Suspension requires immediate action by the Subcontract to comply with this agreement's terms; otherwise,

termination by the Court may occur:

17.03 Each party has the right to terminate this contract without cause by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination. Such written notice will provide valid, legal reasons for termination along with the effective date.

17.04 Failure of the Subcontractor to make satisfactory progress toward the goals, objectives, or strategies set forth in this agreement. Failure under this subsection includes (but is not limited to) a determination by the Court after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the Fiscal Year.

17.05 This contract may be terminated immediately without further financial liability to the Court if funding for this contract becomes unavailable to the Court.

17.06 Filing false certification in this agreement or other report or document.

17.07 This agreement may be terminated immediately if the Subcontractor, an official of the Subcontractor, or an owner of a 25% or greater share of the Subcontractor 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 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; convicted of any other criminal offense which reflects on the Grantee's business integrity.

18. COMPLIANCE WITH LAWS

18.01 The Subcontractor shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

19. MICHIGAN LAW

19.01 This contract shall be subject to, and shall be enforced and construed under, the laws of Michigan.

20. CONFLICT OF INTEREST

20.01 The Subcontractor presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this contract.

20.02 The Subcontractor and the Court are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, MSA 4.1700(51) *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*, MSA 4.1700 (71) *et seq.*

21. DEBT TO STATE OF MICHIGAN

21.01 The Subcontractor covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

22. DISPUTES

22.01 The Subcontractor shall notify the Court in writing of the Subcontractor's intent to pursue a claim against the Court for breach of any term of this contract within seven

days of discovery of the alleged breach.

22.02 The Subcontractor and the Court agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this contract; or any claim that the Court violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.

22.03 The Subcontractor and the Court agree that, in the event that mediation is unsuccessful, any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion of the arbitrator. This agreement to arbitrate shall be specifically enforceable. A judgment of any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

23. ENTIRE AGREEMENT

23.01 This contract contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this contract exists to bind either of the parties.

24. AMENDMENT

24.01 This contract may be amended only upon written agreement of the parties.

25. DELIVERY OF NOTICE

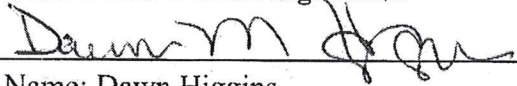
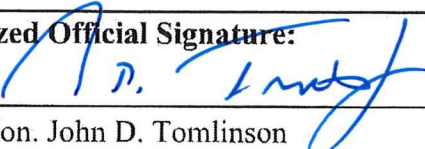
25.01 Written notices and communications required under this contract shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

- A. The Subcontractor's contact person is
Dawn Higgins, Owner
Blue Water D.R.P. LLC
1824 Pine Grove Avenue
Port Huron, MI 48060
- B. The Court's contact person is
Rebeccah Shafran
72nd District Court
201 McMorran Blvd.
Port Huron, MI 48060

26. SIGNATURE OF PARTIES

26.01 This contract becomes effective when signed by the parties.

IN WITNESS WHEREOF, the Court and the Subcontractor have executed this contract:

Subcontractor: Blue Water D.R.P. LLC Address: 1824 Pine Grove Avenue City, State, & Zip: Port Huron, MI 48060 Phone: (810) 966-0006 Fax: (810) 966-9614	Court: 72 nd District Court-Adult Mental Health Court Address: 201 McMorran Blvd. City, State & Zip: Port Huron, MI 48060 Phone: (810) 985-2184 Fax: (810) 985- 2179
Authorized Official Signature: 	Authorized Official Signature: 
Name: Dawn Higgins Date: 10/18/2021	Name: Hon. John D. Tomlinson Date: 10/25/21
Authorized Official Signature: 	
Name: Karry A. Hepting, St. Clair County Administrator/Controller Date:	

FY 2022 Hybrid DWI/Drug Court Grant Agreement

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Memo Drug Court Grant Agreement FY 2022	10/28/2021	Cover Memo
📎 Recovery Court Grant	10/28/2021	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 & Abbey Armstrong, Probation Officer

Date: October 28, 2021

Re: FY 2022 Hybrid DWI/Drug Court Grant agreement

Attached is the FY 2022 Hybrid DWI/Drug Court grant agreement for board approval.

This grant is administered by the State Court Administrative Office and the Office of Highway Safety Planning.

The grant is 100% federal funding with no local match. The grant can be used for drug testing, court personnel, treatment services provided by CMH, risk assessments, transitional housing, and program incentives.

The award amount is \$57,000.

We recommend approving the FY 2022 Hybrid DWI/Drug Court grant agreement at the November 18, 2021 Board of Commissioners meeting.

**STATE COURT ADMINISTRATIVE OFFICE
OFFICE OF HIGHWAY SAFETY PLANNING GRANT**

**Subcontract Agreement
Between**

SCAO

Federal I.D. Number: 38-6000134

and

GRANTEE: 72nd District Court - Hybrid DWI/Drug Court

Federal I.D. Number: 386006420

Contract Number: 25354

Grant Amount: \$57,000

SCAO Unique Identifier: U10138

Project Title: SCAO OHSP Grant Program

CFDA Title: Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant

CFDA Number: 20.601

Data Universal Numbering System (DUNS): 69823615

**Federal Agency Name: U.S. Department of Transportation, National Highway Traffic
Safety Administration (NHTSA)**

Federal Grant Administered by: Michigan Office of Highway Safety Planning ("OHSP")

Federal Grant Award Number: AL-22-05

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

1.01 The term "Agreement" as used in this document means the Agreement between the State Court Administrative Office (the "SCAO") and Grantee, and includes any subsequent amendments thereto.

1.02 The term "OHSP" refers to the Office of Highway Safety Planning, which is the subject of this Agreement.

1.03 The term "Authorizing Official" means the individual, named by the applicant organization, who is authorized to act for the Grantee and to assume the Grantee's obligations imposed by the laws, regulations, requirements, and conditions that apply to grant awards.

1.04 The term "Confidential Information" means confidential and/or Proprietary Information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records, and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Agreement when rendering Services thereunder. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.05 The term "Effective Date" means the date upon which this Agreement becomes effective, which is the date the Agreement is signed by both Parties. If the Parties do not sign the Agreement on the same date, the latest specified date will become the Agreement's effective date.

1.06 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.07 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement.

1.08 The term "Grantee" as used in this Agreement includes the Grantee(s)/Party(ies) with which the SCAO is contracting and also includes the Grantee's employees, agents, and subrecipients providing Services and/or receiving funds under the Agreement and the Grantee's Authorizing Official. Further, the "Grantee" includes subrecipients referred to in the Audit section of this Agreement.

1.09 The term "Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, agents and/or subrecipients jointly with the SCAO while engaged in Services under this Agreement.

1.10 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.11 The term "Parties" includes the SCAO, Grantee, and all of their employees, agents, and subrecipients, including as defined in the term "Grantee".

1.12 The term “Program Expenses” means all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee’s employees or subcontractors that the Grantee hires, retains, or utilizes for the Grantee’s performance under this Agreement. This term includes allowable program costs as articulated in WebGrants. This term also includes Travel Expenses as defined below.

1.13 The term “Services” refers to the goods, services, activities, projects and initiatives that the Grantee agrees to provide to the SCAO under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.14 The term “Taxes” refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Provider is responsible.

1.15 The term “Travel Expenses” means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.16 The term “WebGrants” refers to the web-based grant management system used by the SCAO.

2. PERIOD OF AGREEMENT

2.01 This Agreement shall commence on October 1, 2021, and terminate on September 30, 2022, unless an exception is explicitly granted by the SCAO.

3. AGREEMENT AMOUNT AND BUDGET

3.01 This Agreement incorporates the Grantee’s approved grant application request and most recently approved budget. Budget deviations that exceed the Grant Amount are not permitted. The SCAO agrees to provide funding in an amount not to exceed the Grant Amount, conditioned entirely upon the SCAO’s actual receipt of the award. To the extent that Grant Amount is reduced or eliminated, the SCAO has no obligation to the Grantee to fulfill the terms of this Agreement, and the Grantee has no recourse therefrom. In no event does this Agreement create for the Grantee’s benefit a lien against or entitlement to any other funds of the SCAO or the Michigan Supreme Court.

4. RISK EVALUATION REQUIREMENT

4.01 The SCAO is responsible to evaluate risk of Grantee’s noncompliance with federal statutes, regulations, and terms, 2 CFR 200.332. Additional reporting requirements to mitigate noncompliance may be required based on the court’s risk level. If applicable, the additional reporting requirements will be listed on the award letter.

5. RELATIONSHIP

5.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

5.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

5.03 The Grantee is responsible for payment of all taxes arising out of the Grantee's Services in accordance with this Agreement.

5.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6. SYSTEM FOR AWARD MANAGEMENT

6.01 The Grantee (and all subrecipients and contractors) must register or update in the System for Award Management (SAM) annually to be eligible for federal and state grants administered by the SCAO.

7. CHANGE IN GRANTEE CONTACT

7.01 The Grantee must submit a Contract Amendment through WebGrants notifying the SCAO of any changes in project directors, program judge, agency contacts, financial officers, or Authorizing Officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

8. SCOPE OF SERVICES

8.01 The Grantee shall use its best efforts and devote such time, attention, skill, knowledge, and professional ability as necessary to most effectively and efficiently carry out and perform the Services. Commitment of the state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements shall remain the sole responsibility of the SCAO.

9. STATEMENT OF WORK

9.01 The Grantee agrees to undertake, perform, and complete the Services described in their approved grant application. The Grantee may not assign the performance of Services under this Agreement to any other entity or person who is not an employee of the Grantee except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. WRITTEN DISCLOSURE

10.01 The Grantee shall promptly disclose in writing to the SCAO all Inventions, Patented and/or Copyrighted Materials jointly with the SCAO or singly by the Grantee or the

Grantee's employees or subrecipients while engaged in Services under this Agreement. As to each such disclosure, the Grantee shall specifically point out the features or concepts related to the inventions, Patented and/or Copyrighted Materials that are new, unique, or different such that they may qualify for copyright, patent, or other intellectual property protection. Further, upon the SCAO's request, the Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Inventions, Patented and/or Copyrighted Materials for which the SCAO desires to obtain such protection.

10.02 The Grantee warrants that as of the effective date of this Agreement there are no such Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's Inventions, Patented and/or Copyrighted Materials.

11. INSURANCE

11.01 The Grantee shall carry insurance coverage or self-insurance in such amounts necessary to cover all claims related to the Grantee's Services and as required by law.

12. PERFORMANCE MEASUREMENT DATA AND REPORTING REQUIREMENTS

12.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements with the OHSP.

12.02 Further, for each participant who is screened or accepted into the OHSP program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System (DCCMIS). When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement.

12.03 When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 36 of this Agreement.

13. PAYMENT PROCESSING

13.01 The Grantee must submit all payment requests along with all required reports, records, and source documentation. Payment requests must be timely submitted to ensure that the SCAO can request reimbursement from OHSP within the required reimbursement period. If required support for payment is provided, the Grantee will be paid within 30 calendar days after submission. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposit. To register, go to the Department of Technology, Management, and Budget's [website](#).

13.02 The Grantee shall make reasonable efforts to bill and collect first and third party fees, where applicable, and report them as outlined above. The Grantee will not be reimbursed for any items for which Grantee fails to bill and/or fails to attempt to collect.

13.03 The Grantee agrees to lawfully use the grant funds for the purposes and under the conditions specified in this Agreement.

13.04 Only program Services and program Expenses detailed in the approved budget incurred during the grant period are eligible for reimbursement. Program Expenses incurred that are not detailed in the approved budget or are incurred outside the grant period will not be reimbursed. Costs cannot exceed the approved grant award.

13.05 Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the Grantee during the Agreement period as a direct result of the grant project's Services. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to the SCAO, unless prior permission is obtained from the SCAO to use the funds for other traffic safety projects.

13.06 Reimbursement for Travel Expenses cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

13.07 Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will also result in nonreimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

13.08 Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the SCAO or treated in accordance with instructions provided by the OHSP.

13.09 To assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the Grantee's annual and final fiscal reports or vouchers requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Grantee. The Grantee must certify that to the best of its knowledge reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes set forth in the federal award's terms and conditions, and have been incurred by the Grantee's program or court. The Grantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Grantee to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812). Additionally, the Grantee is aware that this is a reimbursement-based grant.

14. EMPLOYEE TIME CERTIFICATION

14.01 All Agreement-funded employees will timely complete and submit to the SCAO an executed Employee Time Certification form supplied in WebGrants.

14.02 The Grantee shall notify the SCAO immediately as set forth in Section 7 of this Agreement when a grant-funded employee (including employees of subrecipients):

- becomes disabled or deceased while assigned to a grant-funded position,
- is removed or reassigned from a grant-funded position; and/or,

- is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 calendar days by another employee)

15. AUTHORIZED ACCESS

15.01 The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the SCAO, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records and documentation related to this Agreement, as authorized by law. The SCAO and/or the OHSP and/or an outside team hired by either, may conduct on-site monitoring visit(s), evaluations and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, (including subrecipients), if requested. The Grantee shall work cooperatively with the monitoring, audit and/or evaluation team to permit full review of the program. 2 CFR 200.332(5) requires that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR 200.332, and the Grantee agrees to require its subrecipients to abide by these regulations.

16. CONFIDENTIAL INFORMATION

16.01 To ensure the Grantee effectively performs the Services, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 35 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.

16.02 The Grantee agrees to return all Confidential Information to the SCAO immediately upon the termination of this Agreement and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days after the conclusion of this Agreement. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

17. MEDICAL INFORMATION

17.01 Both the SCAO and the Grantee shall assure that medical services to, and information contained in the medical records of, persons served under this Agreement or other such recorded information required to be kept confidential by law, in connection with the Services provided under this Agreement, shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may otherwise be required by law. Such information may be disclosed in summary, statistical, or other form if the disclosure does not directly or indirectly identify particular individuals. This section survives termination or expiration of this Agreement.

18. HUMAN SUBJECTS

18.01 The Grantee agrees that prior to the initiation of research, the Grantee will submit to the SCAO's Institutional Review Board (IRB) application material for all research involving human subjects conducted in programs sponsored by the SCAO or in programs which receive funding from or through the State of Michigan, to a federally assured IRB, as well as to SCAO, for review and approval.

19. AUDITS

19.01 The Grantee must comply with the following requirements:

A. Single Audit

The Grantee that expends \$750,000 or more in federal awards during their fiscal year must submit a Single Audit prepared in accordance with the Single Audit Act as amended, 31 USC Section 7501 *et seq.*, the audit requirements found in 2 CFR 200.501, and the Uniform Administrative Requirements in 2 CFR Part 200. Grantee must also timely submit a Corrective Action Plan for any audit findings that impact SCAO-funded programs and a management letter with a response if applicable.

B. Audited Financial Statements

Grantees that expend less than \$750,000 in federal awards during their fiscal year must submit audited financial statements to the SCAO within nine months after the end of the Grantee's fiscal year.

C. Due Date and Submission Information

The required audit and any other required submissions must be timely submitted to the required federal and state agencies. The submissions must also be submitted to the SCAO within nine months after the end of the Grantee's fiscal year to:

Michigan Supreme Court Finance Department
925 W. Ottawa Street.
Lansing, Michigan 48909-0634

D. Penalty

i. Delinquent Single Audit or Financial Statement Audit

If the Grantee does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the audited financial statement and management letter (if issued) with a response within nine months after the end of the Grantee's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the SCAO may withhold from the current funding 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 SCAO. The SCAO may retain the amount withheld if the Grantee is more than 120 calendar days delinquent in meeting the filing

requirements, and may terminate this Agreement if the Grantee is more than 20 calendar days delinquent, if an extension has not been approved by the cognizant or oversight agency for audit.

ii. Delinquent Audit Status Notification Letter

Failure to submit the Audit Status Notification Letter when required may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

E. Other Audits

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

F. Other Requirements

To the extent that additional requirements are adopted by law during the terms of this Agreement that impact the Agreement's terms, the Grantee agrees to abide by them.

20. SUBRECIPIENT MONITORING

20.01 The Grantee is solely responsible for monitoring its subrecipients and will submit copies of all executed subcontracts from subrecipients through WebGrants within 60 calendar days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Grantee and an employee of the subrecipient agency that is authorized to enter into legally binding contracts for the entity receiving funds. Failure to submit these documents to the SCAO within 60 calendar days may result in withholding future payment or other penalties, as determined by the SCAO.

20.02 Before any Services are rendered by subrecipients, the Grantee must obtain a written subcontract executed by all affected Parties.

20.03 The Grantee's subcontracts with subrecipients shall require the subrecipients to comply with all applicable terms of this Agreement, including all OHSP Grant Management Requirements (Attachment 2) incorporated into this Agreement. The Grantee shall provide all subcontractors with a copy of this Agreement.

20.04 In the event of a conflict between provisions in this Agreement and subrecipients' subcontract provisions, this Agreement shall prevail, and this term shall be included by the Grantee in all subrecipient subcontracts. A conflict between this Agreement and the subrecipient's subcontract, however, shall not be deemed to exist where the subcontract requires the subrecipient to perform Services in less time than this Agreement affords the Grantee. The Grantee is solely responsible to the SCAO for any and all subcontracted Services and for any breaches caused by subrecipients.

20.05 Expenses must be reasonable and necessary. If detailed Expense information is not included as part of the application process, the Grantee must submit a request seeking approval once the subrecipients are identified.

21. SOFTWARE COMPLIANCE

21.01 The Grantee must ensure software compliance and compatibility with the SCAO's data system for Services provided 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 date/time data.

22. NOTIFICATION OF CRIMINAL OR ADMINISTRATIVE INVESTIGATIONS

22.01 If the Grantee becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Grantee shall immediately notify the SCAO that of the investigation or charge as provided in Section 36 of this Agreement.

23. AGREEMENT REDUCTION/SUSPENSION/TERMINATION

23.01 The SCAO and/or the Grantee may reduce the project budget, or suspend or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.
- B. If the Grantee fails to make progress satisfactory to SCAO toward the project goals, objectives, or strategies set forth in this Agreement, including but not limited to a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the fiscal year.
- C. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- D. If the Grantee submits false certification or falsifies any other report or document required hereunder.
- E. If the Grantee is convicted of any activity referenced in Section 21 of this Agreement during the term of this Agreement or any extension thereof.
- F. If the SCAO terminates this Agreement under this Section, the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has have corrected the issues.
- G. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.

23.02 Each Party has the right to terminate this Agreement without cause. However, the terminating party must provide written notice to the other party of such termination at least 15 calendar days before the termination will be effective as provided in Section 36 of this Agreement.

24. FINAL REPORTING UPON TERMINATION

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

24.02 If this Agreement is terminated by the SCAO for the Grantee's failure to meet the grant management requirements, the Grantee shall not be eligible to seek future grant funding from the SCAO OHSP grant program.

25. SEVERABILITY

25.01 If any provision of this Agreement or of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

26. LIABILITIES

26.01 The Grantee agrees to indemnify, defend, and hold harmless the SCAO, the Michigan Supreme Court, and their respective agents, officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities by reason of the Grantee's Services provided and/or the Grantee's failure to provide such Services as specified in this provided that nothing herein shall be construed as a waiver of any governmental immunity as provided by law.

27. MICHIGAN LAW

27.01 This Agreement shall be subject to, and shall be enforced and construed under, the laws of Michigan.

28. DEBT TO STATE OF MICHIGAN

28.01 The Grantee covenants that it is not, and will not become, in arrears to the State of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the State of Michigan or its subdivisions, including real property, personal property, and income taxes.

29. DISPUTES

29.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 36 of this Agreement.

30. CONFLICT OF INTEREST

30.01 Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.331 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Contract.

31. COMPLIANCE WITH APPLICABLE LAWS AND AGREEMENTS

31.01 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 Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement, as well as the terms of the Agreement between the OHSP and the SCAO. The SCAO shall supply the Grantee with a copy of said Agreement.

32. AMENDMENTS TO AGREEMENT

32.01 This Agreement, including but not limited to the scope of work and project budget changes, may be amended only by the Grantee's submission of a Contract Amendment form through WebGrants.

33. ENTIRE AGREEMENT

33.02 Except for the Grantee's approved grant application, application assurances, the most recently approved budget and all attachments to this Agreement, this Agreement contains the entire Agreement between the Parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this Agreement exists to bind either of the parties.

34. PROGRAM CERTIFICATION

34.01 Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of an adult drug court, DWI sobriety court, hybrid DWI/drug court, veterans treatment court, or family dependency treatment court. Any of these programs that are not certified shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

35. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

35.01 The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

36. DELIVERY OF NOTICE

36.01 Written notices and communications required under this Agreement shall be delivered in one of two forms: 1) by electronic mail or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

36.02 The Grantee's contact person is

Abbey Armstrong
72nd District Court
201 McMorran Blvd.
Port Huron, Michigan 48060

36.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
SmithA@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909

37. GRANTEE'S AUTHORIZING OFFICIAL

37.01 The Grantee's "Authorizing Official" is the individual who signs this Contract. The Authorizing Official must be a person who is authorized to enter into a binding contract for the Grantee. The Authorizing Official may not be a judge or other state employee. The Authorizing Official might be from the Executive or Legislative Branch of the Grantee — for example, the Authorizing Official might be the County Administrator, Chair of the Board of Commissioners, Court Administrator, City Manager, Legal Counsel, Finance Director, or Mayor.

37.02 Only one person may sign this Contract as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Contract represents the mutual agreement and acceptance of this Contract by all persons who are authorized to enter into binding contracts for the Grantee.

SIGNATURES OF PARTIES
OFFICE OF HIGHWAY SAFETY PLANNING GRANT
CONTRACT NUMBER: 25354

38. SIGNATURE OF PARTIES

38.01 This Agreement is not effective unless signed by both Parties.

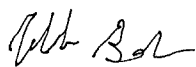
38.02 The signatures on this Agreement are electronic through the DocuSign system.

38.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.

Contract sent to the Grantee's Authorizing Official for signature

38.04 The DocuSign system requires an agent of the SCAO to send this Contract to an individual who is authorized to sign for the SCAO for the individual's signature. Selecting the dropdown below confirms that the Contract can be sent to an individual who is authorized to sign for the SCAO for the individual's signature.

72nd District Court
Hybrid DWI/Drug Court



Authorizing Official's Signature

Jeffrey Bohm

Authorizing Official's Name

County Board Chairman

Authorizing Official's Title

10/18/2021

Date Signed by Authorizing Official

State Court Administrative Office

Authorizing Official's Signature

Authorizing Official's Name

Authorizing Official's Title

Date Signed by Authorizing Official

Attachment 1

**OFFICE OF HIGHWAY SAFETY PLANNING (OHSP) GRANT
FY 2022 REPORTING REQUIREMENTS
October 1, 2021 through September 30, 2022**

PROGRAM REPORT DUE DATES	
January 10, 2022	Courts will be reporting on progress made during October 1, 2021 through December 31, 2021.
April 10, 2022	Courts will be reporting on progress made during January 1, 2022 through March 31, 2022.
July 10, 2022	Courts will be reporting on progress made during April 1, 2022 through June 30, 2022.
October 10, 2022	Courts will be reporting on progress made during July 1, 2022 through September 30, 2022.

PROGRAM INCOME REPORT DUE DATES	
January 10, 2022	Courts will be reporting on income collected October 1, 2021 through December 31, 2021.
April 10, 2022	Courts will be reporting on income collected January 1, 2022 through March 31, 2022.
July 10, 2022	Courts will be reporting on income collected April 1, 2022 through June 30, 2022.
October 10, 2022	Courts will be reporting on income collected July 1, 2022 through September 30, 2022.

FINANCIAL CLAIM REPORTS DUE DATES	
January 10, 2022	Courts will be reporting on expenditures from October 1, 2021 through December 31, 2021.
April 10, 2022	Courts will be reporting on expenditures from January 1, 2022 through March 31, 2022.
July 10, 2022	Courts will be reporting on expenditures from April 1, 2022 through June 30, 2022.
October 10, 2022*	Courts will be reporting on expenditures from July 1, 2022 through September 30, 2022.

PROGRAM INCOME VERIFICATION DUE DATE	
January 10, 2022	Courts will be verifying whether program income is collected.

EMPLOYEE TIME CERTIFICATION DUE DATES	
April 10, 2022	Courts will be reporting on employee time paid by the grant during the time period of October 1, 2021 through March 31, 2022.
October 10, 2022	Courts will be reporting on employee time paid by the grant during the time period of July 1, 2022 through September 30, 2022.

DCCMIS USER AUDIT DUE DATE	
January 31, 2022	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT DUE DATE	
January 31, 2022	Courts will be confirming user access to WebGrants.

DCCMIS DATA EXCEPTION REPORT DUE DATES	
February 15, 2022	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2021 through December 31, 2021.
May 15, 2022	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2022 through March 31, 2022.
August 15, 2022	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2022 through June 30, 2022.
November 15, 2022	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2022 through September 30, 2022.

WEBGRANTS USER AUDIT DUE DATE	
January 31, 2022	Courts will be confirming user access to WebGrants.

*When the fourth quarter claim due date falls on a weekend, the new due date will be the Thursday prior.

**MICHIGAN OFFICE OF HIGHWAY SAFETY PLANNING
FY2022 GRANT MANAGEMENT REQUIREMENTS (GMRs)**

1. All correspondence to the Office of Highway Safety Planning (OHSP) regarding this project shall include the project number, example: OP-22-01.
2. Each grant is required to have, at a minimum, three separate individuals: one serving as an authorizing official, one as a project director, and one as a financial officer. A change in project director, agency contact, financial officer, authorizing official, addresses, email, or telephone numbers requires written notification to the OHSP. The project director is responsible for also making these changes to the web-based grant application.
3. The OHSP is required by the National Highway Traffic Safety Administration (NHTSA) to evaluate and document the risk for each entity applying for federal grant funds prior to making an award. The grantee (and all sub-recipients and contractors) must register or annually update their registration in the online System for Award Management (SAM) at <https://www.sam.gov> to be eligible for federal and state grants. The OHSP will verify, within the SAM, there are no outstanding issues or concerns. Grantees must update their FY2022 web-based grant application with their new Unique Entity Identifier (UEI).
4. The OHSP may conduct a monitoring review of highway safety grants in accordance with Title 2 CFR 200, NHTSA regulations, and these GMRs to determine adherence to project objectives, to review financial procedures, and to ensure compliance with grant requirements. All grantees (and all sub-recipients and contractors) are expected to cooperate with all reasonable requests for information as part of the monitoring review process.
5. A subrecipient must take reasonable measures to safeguard protected, personally identifiable information. This information and other information is based on what the NHTSA or the OHSP designate as sensitive or that the subrecipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality as prescribed under 2 CFR Part 200.303.
6. All published reports generated from this project must include the following disclosure statement:

This report was prepared in cooperation with the Michigan Office of Highway Safety Planning and U.S. Department of Transportation, National Highway Traffic Safety Administration. The opinions, findings, and conclusions expressed in this publication are those of the author(s) and are not necessarily those of the Michigan Office of Highway Safety Planning or the U.S. Department of Transportation, National Highway Traffic Safety Administration.

**NONDISCRIMINATION
(applies to sub-recipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implement regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21.
2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex).

4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27.
5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age).
6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not).
7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.
8. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency—

- a. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally assisted.
- b. Will administer the program in a manner that reasonably ensures that any of its sub-recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance.
- c. Agrees to comply (and require any of its sub-recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority.
- d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance.

- e. Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 herein.
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT, or NHTSA.
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. ***To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.***

POLITICAL ACTIVITY (HATCH ACT)
(applies to sub-recipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to sub-recipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under

grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to sub-recipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to sub-recipients as well as States)

Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-Procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend participants or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- b. Have not within a three-year period preceding this proposal 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 record, 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/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was established. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1300. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to sub-recipients as well as States)

The State and each sub-recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub-recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to sub-recipients as well as States)

The State and each sub-recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives as www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

PUBLIC INFORMATION AND EDUCATION REQUIREMENTS

1. All original electronic files including designs, concepts, photographs, video, and audio financed with grant funds shall be delivered to the OHSP by an agreed upon due date between the OHSP and the grantee (and all sub-recipients and contractors). The items will remain the property of the OHSP and shall not be subject to copyright protection by the vendor or their agents. Items will be submitted to the OHSP immediately after production of the item. The **OHSP will hold the final grant reimbursement until all the above items have been submitted.** The grantee (and all sub-recipients and contractors)

shall not enter into an agreement that includes any time limits on rights for music, talent, artwork, or photographs. The grantee (and all sub-recipients and contractors) shall inform all vendors, subcontractors, or their agents of this requirement before authorizing work to be performed.

2. All printed public information and education materials and videos are required to contain logos as designated by the OHSP, which are available in electronic formats upon request. See printing requirements below for more details. Audio materials must include an OHSP tag line, (see State of Michigan Printing Requirements #3 below). All materials, including audio and video materials and scripts must be submitted for review and approval by the OHSP prior to production.

3. All businesses performing printing services must meet one of the following conditions: (a) bear the label of the branch of the allied printing trades council of the locality in which it is printed; (b) have on file with the secretary of state, a sworn statement indicating that employees producing the printing are receiving the prevailing wage rate in the locality in which the work is performed; or (c) have a collective bargaining agreement in effect formed by an organization that is not in any way influenced or controlled by management. (Per State of Michigan Procurement Policy Manual-Revised 6/12/18-Section: 1.3.13-State Printing Act)

4. All videos, print photography, or graphics shall depict drivers and passengers to be properly restrained by seat belts or child passenger safety devices unless the lack of restraints is for demonstration or educational purposes.

5. Messaging costs which are of a public relations nature and designed in-whole or in-part to promote either an individual or an agency is prohibited and not eligible for reimbursement.

6. Materials compliance with American Disabilities Act:

- a. Closed Captioning: All DVDs must be closed captioned. This includes online videos.
- b. Printed publications must be available in audio files via the Michigan Braille and Talking Book Library.

7. Social Media Use and Approval: The creation of social media accounts such as Facebook and Twitter with federally funded grants and projects require prior approval from the OHSP before release to the public.

8. The purchase of program advertising space by grantees on TV, radio, magazines, newspapers, billboards, etc., may be approved on a case-by-case basis.

9. The following items require the prior approval of the OHSP program coordinator:

- a. flyers, posters, brochures
- b. training curriculum, excluding those developed by nationally approved agencies (i.e., NHTSA, IACP, etc.)
- c. annual reports
- d. newsletters

10. Funding requirement statement: The following byline shall be placed on all printed public information and education materials:

"This material was developed through a project funded by the Michigan Office of Highway Safety Planning and the U.S. Department of Transportation."

11. The State of Michigan prohibits use of the OHSP and/or MSP logos on non-State of Michigan websites.

COPIES

1. The OHSP will require one electronic copy of any publication produced with traffic safety grant funds if print copies are not available or if the items are not distributed statewide, and it is not available online. The copy can be submitted via email, CD, or flash drive.
2. The OHSP will require one copy of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. This copy is distributed throughout the state of Michigan's library system:
 - a. annual reports
 - b. manuals, handbooks, and training materials
 - c. news releases
 - d. statistics
3. The OHSP will require two of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. These copies are housed as part of the state of Michigan's library system:
 - a. posters
 - b. brochures
 - c. flyers
4. If the publication is available on a publicly accessible website, no printed copy is required. However, an email which includes a link to the document must be provided to the OHSP. The State of Michigan's library system will then include it in its digital archive.

PROGRAM REQUIREMENTS

1. Progress reports are required to be submitted throughout the grant period. The due dates for these reports are specified in the grant approval letter and must be submitted in the web-based grant application system. Reports shall describe activities undertaken to accomplish each project goal, reason for non-activity if necessary, activities planned for the next quarter, and obstacles encountered or anticipated. Progress reports must be submitted and approved for the OHSP to process financial reimbursement. For traffic safety enforcement projects, enforcement reports must be submitted to the OHSP to process and approve financial reimbursement.
2. The final progress report is due on the date stated in the grant approval letter and shall include a summary of all activities and accomplishments for the entire grant period. Include the following information in the project summary:
 - a. A list of significant accomplishments or activities of this project that addressed the project objectives.
 - b. If no activity took place, a report must be submitted stating as such and reasons why.
3. Out-of-state travel requires prior written approval by the OHSP Division Director. **The OHSP Grantee Out-of-State Travel Request form, and appropriate support documentation, shall be submitted at least 30 days in advance of anticipated travel.** Financial commitment (i.e., travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to the OHSP approval.
4. If a project revision is required, the grantee shall contact the OHSP program coordinator for prior approval.
5. Grantees must have written, and established policies and procedures listed below, where applicable, as required by Title 2 Code of Federal Regulations 200 and were outlined elsewhere in these requirements.

Shall meet the standards outlined in:

- a. Procurement 2 CFR 200.318 and 2 CFR 200.320
- b. Salary and Wages – 2 CFR 200.430
- c. Fringe Benefits – 2 CFR 200.431
- d. Travel – 2 CFR 200.474
- e. Internal Controls – 2 CFR 200.303
- f. Contracting 2 CFR 200.320 and 2 CFR 200.323
- g. Indirect Costs 2 CFR 200.414
- h. Conflict of Interest 2 CFR 200.112
- i. Accounting/Finance 2 CFR 200.302, and 2 CFR 200.400

6. **For Overtime Traffic Enforcement Grants Only:**

- a. The grantee (and all sub-recipients and contractors) shall verify all officers working the OHSP federally funded overtime have completed an SFST refresher course every three years. This does not apply to administrative staff hours billed to the grant.
- b. All law enforcement officers participating in an OHSP grant-funded traffic enforcement detail shall wear a properly fastened seat belt in accordance with state law. Officers found in violation of this requirement while working a grant-funded detail may be ineligible for funding reimbursement from the OHSP.
- c. Law enforcement agencies are encouraged to have a written vehicle pursuit policy in place.
- d. Only Michigan Commission on Law Enforcement Standards certified police officers shall be used on enforcement projects.
- e. Grant funds **CANNOT** be used for activities such as response to calls for service, traffic control, property inspections, motorcades, or dignitary protection. The OHSP grant funds can only be used for activities approved in the grant.
- f. Emergency response: A law enforcement emergency is defined as an imminent threat to life or property. If a law enforcement emergency occurs during a grant-funded detail and response is required by an officer(s) working that detail:
 - i. The officer is allowed up to one hour of grant-time to respond and return to the traffic enforcement patrol.
 - the agency must incur the costs (i.e., the grant cannot be charged) beyond an hour or for additional emergencies that arise during the detail.
 - response to non-emergency calls while on grant time must be charged to the agency.
 - ii. All emergency responses must be documented with a brief description on the officer daily.
- g. Traffic enforcement shifts shall be scheduled for a minimum of two consecutive hours.
- h. Traffic enforcement efforts shall be publicized by supporting media events as requested by the OHSP.
 - the grantee (and all sub-recipients and contractors) shall assist the OHSP with media events that will be conducted locally
 - banners or other signage provided by the OHSP shall be displayed during the enforcement period.
- i. The grantee recipient (and all sub-recipients and contractors) and the chief or sheriff or post commander from each participating agency is required to sign the OHSP GMRs

Acknowledgement and Agreement form signifying receipt of the GMRs and their agreement to comply with them as part of the online grant application process.

- j. The grantee (and all sub-recipients and contractors) must keep track of funds spent. In some cases, multiple funding sources are assigned to law enforcement grants. In these situations, the grantee must assign, document, and monitor expenditures to each designated funding source separately. Separate accounts should be established for each funding source. Each grant and federal funding sources may not be used interchangeably. In the event the grantee overspends, the difference will need to be covered by the grantee. Additional funding will not be provided to support overspending of any federal program.
- k. A daily activity log with a listing of activities performed must be completed for all time requested for reimbursement. It must include the following information in the body of the document to be acceptable documentation:
 - The start time of the grant-funded enforcement detail.
 - A brief description of every stop.
 - The end time of the grant-funded detail.
 - All grant time must be accounted for. **Time must be documented at a minimum of every hour, regardless of whether a traffic stop is made.** This includes time spent on traffic stops, arrest, transporting and lodging of arrested subjects, report writing, serving as "zone spotters."
- l. Total personnel hours billed to the grant reported on the enforcement reports must match the hours requested for reimbursement on the financial report.

The time on the daily must match the hours requested for reimbursement and supervisor approval must be documented electronically or in writing. If supervisors' approval is given by means other than a signature on the daily, explanation of the approval process must be provided at the OHSP's request and kept as grant documentation records.

GENERAL FINANCIAL REQUIREMENTS

Compliance with the Federal Funding Accountability and Transparency Act (FFATA) of 2006.

Signed into law on September 26, 2006, the Federal Funding Accountability Act provides the public with a single, searchable database of federal awards and sub-awards. The MSP is responsible for reporting data into the FFATA database for each NHTSA sub-recipient award that equals or exceeds \$25,000. The FFATA reporting procedure also requires for each sub-recipient agency to maintain current registration in the federal SAM at <https://www.sam.gov/> and obtain a Data Universal Numbering System (DUNS) number. Applicants are responsible for reporting their SAM registration and DUNS number to the MSP upon request to ensure timely and accurate award reporting. Grantees will also be required to update their grant applications with their new Unique Entity Identifier (UEI) in FY2022.

1. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside of the grant period will not be reimbursed. **Costs cannot EXCEED the approved grant award.**
2. Goods purchased through the grant shall be received in acceptable condition. If goods are not received in acceptable condition within 30 days prior to the grant ending date, the grantee shall contact the OHSP program coordinator.
3. The grantee (and all sub-recipients and contractors) shall use generally accepted accounting principles.

4. Costs charged to this grant cannot be charged to any other program. Law enforcement agencies receiving funding for overtime traffic enforcement cannot offer comp time in lieu of overtime pay.
5. All costs shall be actual and supported by source documentation. Financial reimbursement will be delayed until all backup documentation is received by the OHSP. A document entitled "Acceptable Backup Documentation for Federal Cost Claims" is available from the OHSP to assist with identifying adequate backup documentation.
6. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the OHSP regardless of the dollar amount. In addition, the grantee (and all sub-recipients and contractors) receiving funds from the OHSP for multiple grant projects must have a separate account for each grant project and funding type. It is the responsibility of the lead agency to ensure all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by the OHSP.
7. Costs reported on the final Financial Status Report (FSR) must match the agency's separate account or fund that has been established for this project inside the agencies accounting system.
 - Financial documents must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.
8. Comingling of funds on either a program-by-program or project-by-project basis is prohibited. The sub-grantee's accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:
 - a. Separate accountability of receipts, expenditures, disbursements, and balances.
 - b. Itemized records supporting all grant receipts, expenditures, and match contributions in sufficient detail to show exact nature of activity.
 - c. Data and information for each expenditure and match contribution with proper reference to be a supporting voucher or bill properly approved.
 - d. Maintenance of payroll authorization and vouchers.
 - e. Maintenance of records supporting charges of fringe benefits
 - f. Maintenance of inventory records for equipment purchased, rented, and donated.
 - g. Maintenance of billing records for consumable supplies (i.e., paper, printing) purchased.
 - h. Provisions for payment by check.
 - i. Maintenance of travel records (i.e., mileage logs, parking, hotels, meal receipts).
 - j. Lease agreements, contracted services, and equipment purchases that adhere to established procurement processes.
9. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments, or erroneous charges.
10. The following deviations from the approved budget require **PRIOR approval from the OHSP**: Once approved, appropriate revisions will need to be made to the grant agreement.
 - a. A specific item of cost not included in the approved budget.
 - b. An increase in the number of a specific item over and above the total authorized.
 - c. A transfer between major budget categories in excess of 10 percent of the budget category title being increased. (Personnel Costs, Contractual Services, Operating Costs, Equipment, and Indirect – not the individual budget line-item titles.)

11. Procurement Methods:

- a. **Competition:** The grantee shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open, and free competition. Maximum, open, and free competition shall be assured through the distribution of an adequate number of proposal solicitations.
- b. **Small Purchase Procedures:** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) Buy America Act qualified sources.
- c. The grantee shall follow their competitive bid process providing it is at least as restrictive as the process required by the Title 2 Code of Federal Regulations 200.320, the State of Michigan and complies with the Buy America Act. (A copy of the State of Michigan procurement policy is available upon request.) The grantee (and all sub-recipients and contractors) agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement. The grantee must document multiple bids were sought in a competitive bidding process. When two or more responses were not received, the grantee shall indicate the selected bid was the only response.
- d. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract or bid supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- e. A copy of the subrecipient's established procurement procedures must be readily available for audit purposes upon request from the OHSP. Records must sufficiently detail the procurement history for all purchases and should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons for rejections, and the basis for the contract price.

12. Documentation for costs shall be maintained for three years following final reimbursement.

13. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the prospective primary participant from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to the OHSP, unless prior permission is obtained from the OHSP to use the funds for other traffic safety projects. Contact the OHSP for further information.

14. **General Cost of Business (formerly referred to as Supplanting):** The replacement of routine and/or existing expenditures with the use of state or federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency or other grantee is general cost of business and is not allowable.

The grantee (and all sub-recipients and contractors) shall not use grant funds to replace state or local funds, or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the grantee (and all sub-recipients and contractors) must stop charging the grant for the new position. Upon filling the vacancy, the grantee (and all sub-recipients and contractors) may resume charging the grant position.

The Financial Officer or Authorizing Official's straight time costs may not be funded under this grant.

15. All other Financial management requirements as listed in Title 2 Code of Federal Regulations 200.302 (Financial Management).

COST REIMBURSEMENT

1. All OHSP projects are based on the cost reimbursement concept, i.e., state, local, or private funds shall be expended before reimbursement is provided.
2. Reimbursement is based on submission and approval of progress, enforcement, and financial reports. All requested information should be submitted electronically through the web-based application whenever possible. Otherwise, backup information may be submitted via US mail, by fax, or by email. A financial report submitted to the OHSP by the grantee shall contain the following to be considered complete:
 - a. Electronic signatures for the agency's Financial Officer, Project Director, Authorizing Official, or employee(s)/contractor(s)/officer(s).
 - b. A copy of a report for the current period generated by the grantee's official accounting system which shows a description of the item and the actual amount spent. Some examples of acceptable reports include a detailed general ledger, a transaction ledger, a payroll journal, or a detailed budget/expenditure report. The report must match the amount being requested for reimbursement.
 - c. For enforcement grants: Officer names, dates, and amounts paid for each agency participating in grant funded patrols.
 - d. For non-enforcement grants with personnel costs: Activity logs as described in "Personnel Costs" under "Budget Cost Category Requirements."
 - e. Copies of invoices must be included.
 - f. Additional documentation as requested by the OHSP.
3. Financial reports are due, at a minimum, on a **quarterly** basis. Financial report due dates are specified in the grant approval letter. Financial reports must be submitted even when the project experiences no costs. In this case, a "zero" Financial report shall be submitted. The submission of financial reports is mandatory, and non-compliance can result in termination of the grant. Financial reports will be considered delinquent if not submitted by the due dates specified in the grant approval letter.
4. The Project Director shall ensure that financial reports are submitted in compliance with reporting deadlines. If the financial report is submitted electronically without backup documentation, the financial report is not considered submitted and the grantee will receive a delinquent letter stating the same.
5. A delay in submitting support documentation may result in the suspension of all grant activity.
6. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

AUDIT REQUIREMENTS

This section applies to Grantees designated as subrecipients by the OHSP.

1. **Required Audit or Audit Exemption Notice**
Grantees must submit to the OHSP 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 Title 2 Code of Federal Regulations Section 200.511(c) for any audit findings that impact the OHSP-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 OHSP, regardless of the amount of funding received from the OHSP. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 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 Title 2 Code of Federal Regulations, 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 certified these exemptions.

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 also submit to the OHSP a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the OHSP-funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the OHSP-funded programs.

3. Other Audits

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

BUDGET COST CATEGORY REQUIREMENTS

(PLEASE REFER TO THE FOLLOWING FOR SPECIFIC REQUIREMENTS OF BUDGET COST CATEGORIES. ONLY REQUIREMENTS FOR COST CATEGORIES CONTAINED WITHIN YOUR APPROVED GRANT BUDGET APPLY.)

PERSONNEL COSTS

1. Includes itemized monthly or hourly salary rate. Fringe benefits are included under personnel costs.
2. Payments for salaries and wages shall be supported by a time and attendance report, based on an after-the-fact distribution of time, which shows details of the activities performed. All time and attendance reports must be signed by the employee and supervisor. Electronic signatures are accepted.
3. Federal guidelines prohibit using federal grant funds to pay for routine and/or existing state or local expenditures.
4. If the grant contains personnel services as part of the award, a job description for each position listed in the budget must be available to the OHSP upon request.

For enforcement grants (and all sub-recipients and contractors) – See program requirements Section 5.

For non-enforcement grants – The grantee (and all sub-recipients and contractors) must maintain activity logs which document the actual amount of time spent on the grant project and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial reimbursement request.

5. Reimbursement for wages and fringe benefits shall be based on actual costs NOT budgeted rates. Only those fringe benefit costs that increase because of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include FICA, workers comp, and retirement, but if any of these costs are structured so that they do not increase with overtime, they cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50% of the position is grant funded, 50% of the fringes benefits can be claimed.) Fringe benefit rates must be reasonable and in accordance with federal cost principles.

6. The rate of pay for grant-funded enforcement shall be determined according to the grantee's (and all sub-recipients and contractors) policy, contract, or employment agreement. Overtime rates must be applied consistently to all activities of an agency – higher rates may not be established just for federal grants.

7. Agencies shall comply with all state labor laws.

CONTRACTUAL SERVICES

The grantee will follow Title 2 Code of Federal Regulations part 200.318, 200.321, 200.323, 200.326, 200.330, and Appendix II to Part 200.

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. Contracts are allowable when necessary, to achieve the goals of the grant agreement. Costs are allowable for products, highway safety consultants, personal services, and/or individuals for support services, provided applicable state and local procurement procedures are followed and documentation is available that describes the official contract and procurement practices. Contracts and procurements must include "special provisions" as provided by the OHSP. The grantee is responsible for verifying contractor eligibility by checking the national List of Parties Excluded from Federal Procurement and Non-Procurement Programs list available at www.govinfo.gov or adding a self-certification clause or condition to the contract.

All grantees (and all sub-recipients and contractors) awarding contracts or sub-contracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18-Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments, §18.36 Procurement. A signed copy of the contract, including the fully listed federal certifications and assurances, shall be submitted to the OHSP upon completion and is required for processing and approval of financial reimbursement requests.

The grantee is responsible for managing all contracts issued using the OHSP grant funds including:

- Ensuring the contractor complies with all contract provisions.
- Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
- Ensuring that all work is completed and accepted before the contract expires.
- Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
- Ensuring that contracts are amended after any grant agreement revision that affects the contract terms.

- Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
- Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Verifying all requirements of the contract are fulfilled before submitting the final invoice.
- Ensuring that all Personnel Activity log requirements are met.

Special Provisions

The grantee must insert in all contracts and funding agreements the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein.
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, the US DOT, or the NHTSA.
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. ***To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.***

OPERATING COSTS

1. Only eligible operating costs specifically listed in the approved grant budget will be reimbursed. These are costs not covered under other budget categories, including services not requiring contractual agreements and minor equipment such as office supplies, printing, and educational materials.
2. Automotive expenses submitted shall be based on actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times a mileage rate. The rate will be determined when the grant is approved but will generally be the Internal Revenue Service (IRS) business mileage rate. With prior approval, reimbursement may be allowed based on the actual costs incurred for gasoline, maintenance, insurance, and other vehicle expenses.
3. Postage, telephone, and grant-related travel costs shall be documented by log or meter and submitted with the reimbursement request.

TRAVEL COSTS

Out-of-state travel funded by federal; grant funds requires prior written approval by the OHSP Division Director. A written request shall be submitted on the form provided. **Requests shall be submitted at least 30 days in advance of anticipated travel.** Financial commitment (i.e., travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to the OHSP approval.

Reimbursement:

The grantee will be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to services provided under this agreement. The Grantee will have established and follow documented Travel Policies.

1. Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the grantee's published travel rates or the allowable State of Michigan travel rates. Exceptions require OHSP approval during the grant application process. Grantees requesting an exception will attach their organization's travel policy when the first grant draft is submitted. The policy must be applicable to all organization travel. Policies will be reviewed by the OHSP fiscal manager for approval and cannot exceed the current federal travel reimbursement rates.
2. State of Michigan travel rates may be found at the following website:
https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html

EQUIPMENT (INCLUDES SOFTWARE)

1. Only eligible equipment specifically listed in the equipment section of the approved grant budget will be reimbursed. Equipment costs shall be reimbursed according to the match requirements as specified in the approved grant budget.
2. Equipment purchases shall be initiated within the time specified in the approved grant. "Initiated" means bids were solicited, accepted, and items have been ordered. If there is a reason the grantee (and all sub-recipients and contractors) are unable to meet this requirement, the OHSP program coordinator shall be contacted immediately.
3. Equipment purchased through this grant shall be used only for highway safety activities throughout its useful life, whether the project or program continues to be supported by the Federal award.
4. If the equipment is disposed of, or ceases to be used for highway safety activities, and the equipment is determined to have a Current Fair Market Value of \$5,000 or more, the OHSP reserves the right to retain or transfer title to all items. The OHSP may allow the holder of the equipment to retain title of the equipment and reimburse the federal or State share of the fair market value of such equipment. The Current Fair Market Value shall be determined as follows:
 - a. Appraisal by an independent source with expertise in valuation of similar items is the preferred method of valuation for equipment.
 - b. For vehicles, Kelly Blue Book, National Automobile Dealer Association (NADA) Guides, or a similar third-party vehicle valuation service, may be used when valuing the condition of the vehicle,
 - c. If a fair market value based on appraisal or a third-party valuation service cannot be determined, the value may be based on IRS depreciation schedules. Only straight-line depreciation may be used.
5. Equipment with a cost of \$5,000 or more shall be tagged by the grantee for inventory control purposes. In addition, the OHSP Equipment Record System Form with all applicable information completed shall be submitted with the prospective participant's or sub-recipient's reimbursement request. The grantee (and all sub-recipients and contractors) shall complete an equipment inventory form sent to them by the OHSP each year that the value remains \$5,000 or more and shall make the item available for physical review by the OHSP staff when requested.

6. All equipment purchases with NHTSA funds shall comply with the Buy America Act requirements before costs will be reimbursed. Please refer to section eleven under the heading Grant Management Requirements for specific terms of the Buy America Act.

7. Direct cost allocation principles. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

COLLECTION OF UNALLOWABLE COSTS

Payments made for costs determined to be unallowable by either the Federal awarding agency, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also Subpart D—Post Federal Award Requirements of this part, and Part 200.300 Statutory and national policy requirements through 200.309 Period of performance.

INDIRECT COSTS

2 CFR provides guidance on indirect cost as follows: Section 200.414 Indirect (F&A) Cost -(F): In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that has not negotiated an indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. **If chosen, this methodology once elected must be used consistently for all Federal awards** until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

CONFLICT OF INTEREST AND CODE OF CONDUCT STANDARDS

1. The Grantee is subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and Title 2 Code of Federal Regulations Section 200.318 (c) (1) and (2), 2 CFR 1201.112.

2. The Grantee must have established conflict of interest policies, in accordance with Title 2 Code of Federal Regulations Section 200.112.

3. The Grantee will uphold high ethical standards and is prohibited from:

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

TERMINATION

The OHSP retains the right to terminate a grant for failure to meet the grant management requirements. When a grant is terminated by the OHSP, the grantee or sub-recipient shall not be eligible to seek grant funding for a period of two years. To obtain a grant after the two-year period, the grantee or sub-recipients will be required to submit written assurance that the identified deficiencies have been corrected. Additionally, the agency may be required to submit monthly financial reports to allow for increased financial monitoring.

NOTE: The Grant Project Director and Authorized Official have certified that they have read and with comply with these GMRs as part of the grant application approval process in the online grants system with the OHSP.

REFERENCES

Statute

Highway Safety Act of 1966: 23 U.S.C. Chapter 4

Rules

The rules which govern the Highway Safety Grant Programs is available at:

Part 1300 - Uniform procedures for state highway safety grant programs

Title 2: Grants and agreements Part 200 (2 CFR 200) Uniform administrative requirements, cost principles, and audit requirements for federal awards.

Federal Electronic Code of Regulations

Other

NHTSA allowable and unallowable costs

NHTSA Highway Safety Grants Program Resource Guide

Business Analyst for the Court Software Project - Viviente Software, LLC - FINAL ACTION

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	CONTRACT APPROVAL REQUEST - Viviente Software LLC	10/29/2021	Cover Memo
📎	Journal BA Contract - Courts	10/28/2021	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: Viviente Software LLC

VALUE: Not to exceed \$146,600

TERM: One year

CONTRACT TYPE: Service contract

SERVICE DESCRIPTION: Data conversion, migration, and mapping
Court Case Management project

DEPARTMENT(S): Courts

COMMENTS: A request for proposals for a contract Business Analyst was posted to MITN in January and after interviews were conducted Viviente Software LLC was chosen.

STATE OF MICHIGAN



MICHAEL K. MCMILLAN
Court Administrator

OFFICE OF THE COURT ADMINISTRATOR
31ST JUDICIAL CIRCUIT COURT
ST. CLAIR COUNTY PROBATE COURT
31ST JUDICIAL CIRCUIT COURT - FAMILY DIVISION

201 McMORRAN BLVD. ROOM 2800
PORT HURON, MICHIGAN 48060
Adult Probate (810) 985-2066
Family Division (810) 985-2155

NATHAN ROSKEY
Director of Juvenile Services
SAMANTHA LORD
Attorney Referee
JOSEPH SCHULTE
Probate Register

To: St. Clair County Board of Commissioners
From: Michael McMillan, Court Administrator
Date: October 28, 2021
RE: Business Analyst for the Court Software Project

Attached is the contract for a Business Analyst for the St. Clair County Courts' case management project. This position was placed into the budget and will assist with the data conversion portion of the project. This individual will also assist with the various interfaces of the project, and will assist with the data migration and mapping. Court personnel and County IT staff were involved in the selection process.

The budget allotment for this position is \$180,000; however, this contract shall not exceed \$146,600.

Please feel free to contact me if you have any questions or concerns. (810) 985-2155.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

St. Clair County Courts

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: 12/1/2022

Contract – NOT TO EXCEED \$146,600

*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”)	VIVIENTE SOFTWARE, LLC 8806 US HWY 181 North Floresville, TX 78114 (herein, the “Contractor”)
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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:



COUNTY OF ST. CLAIR



§ 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:



COUNTY OF ST. CLAIR



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 November 19, 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.



COUNTY OF ST. CLAIR



§ 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 P____.
- 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.



COUNTY OF ST. CLAIR



- 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 will be subject to a Michigan Law Enforcement Information Network (LEIN) background check. 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.
- 5.7.4. Contractor has identified, and the County has agreed to, Mark A. Hoag to be the primary performer of the Consulting Services enumerated in this Statement of Services. Contractor may from time to time find it necessary to access additional personnel resources. In such event, Contractor shall notify the County of such need and receive County's written approval prior to such personnel performing any work. Contractor shall be responsible for payment of salaries as well as state and federal taxes to all employees and independent contractors hired by



COUNTY OF ST. CLAIR



Contractor. All references to "Contractor" in this Agreement shall mean and include any and all subcontractors or independent contractors hired by Contractor.

- 5.7.5. The County shall provide Contractor with all such direction, materials, information and access to County staff and all other vendor's staff as may be necessary for Contractor to render the Consulting Services referenced in the Scope of Services attached as Attachment I. The Contractor acknowledges that it is responsible for ensuring that all assigned personnel as specified will provide the Services and be available for the Term of this Agreement. The Contractor acknowledges that assigned personnel are essential to the proper provision of the Services to the County. In the event that any of the personnel assigned by the Contractor become unable to provide the Services for whatever reason; The Contractor acknowledges that it shall immediately notify the County in writing of this inability and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the County such details as the County may reasonably require in writing regarding any Replacement Personnel. The County shall have absolute discretion as to the suitability of any proposed Replacement
- 5.7.6. Non-Recruit Covenant. The County shall not, during this Agreement and for a period of one year immediately following termination of this agreement, either directly or indirectly, recruit any of Contractor's employees for the purpose of any business unless the County receives written approval from Contractor.
- 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.



COUNTY OF ST. CLAIR



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



COUNTY OF ST. CLAIR



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.



COUNTY OF ST. CLAIR



- 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.
- 5.7.7. As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential. The County shall provide to Contractor at no cost to Contractor a secure means to remotely access the County network. County remote access and email is solely for the use of Contractor in conducting County business. Contractor and its employees shall follow the confidentiality provisions set forth in the Agreement when connecting to County's corporate network via remote access and shall not connect to County's corporate network while in a public place where non-authorized persons may be able to view County's Confidential Information. Further, Contractor and its employees agree to follow the County Remote Access Policy whenever accessing County's Confidential Information over the remote access.



COUNTY OF ST. CLAIR



- 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,



COUNTY OF ST. CLAIR



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:
- Carlotta O. Fite, CEO
Viviente Software, LLC
8806 US HWY 181 North
Floresville, TX 78114
- 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.



COUNTY OF ST. CLAIR



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: _____
Carlotta O. Fite, CEO

DATE: _____

FOR THE COUNTY:

BY: _____
Karry Hepting, Administrator/Controller

DATE: _____



ATTACHMENT I

STATEMENT OF CONTRACTOR'S SERVICES

Contractor shall provide Consulting Services to County for the duration of the Court Case Management System Project or the termination of this Agreement

Responsibilities and Duties

- Work with customers to assist gathering business requirements for a multi-system data migration
- Identify the data elements that need to be converted to a new Commercial Off the Shelf (COTS) system.
- Work across multiple functional areas and databases to understand data usage and mapping for data migration.
- Assist in designing, planning and managing the data migration process.
- Write advanced queries to extract, convert and merge data to a staging area for the COTS vendor to consume.
- Provide data and formatted reports to the SME's to review.
- Deliverables:
 - o Data Conversion Mapping – tables and fields mapped to eCourt equivalent in shared document file
 - o Data Conversion Testing – production of conversion reports per table, evaluating conversion quality making and receiving recommendations for mapping changes, implementing changes for the next conversion cycle.
 - o Interface Field Mapping – using parameters as above for Data Conversion Mapping and Testing
- Weekly meetings will be held between Data Conversion Specialist, Mark A Hoag, and St. Clair County Court Programs Manager.



COUNTY OF ST. CLAIR



- Weekly hours expected to be 37.5 hours per week with the exception of Court holidays. Total budget is not to exceed \$146,600.

ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

Contractor will perform Consulting Services for an hourly rate of \$ 70.00 for Mark A Hoag which includes time and materials. All expenses including but not limited to air fare, transportation, food, lodging and all other incidental expenses shall be payable by the County. Contractor will be responsible for payment of all applicable taxes. Contractor will provide County with invoices detailing the services performed and time spent which will be paid by the County upon approval within Net 30 payment schedule.



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 Texas.
- ☒ **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. *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.
- ☒ **Technology Professional Liability (Errors and Omissions)** with limits not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the Contractor shall be required to keep the policy in force or purchase "tail" coverage for a minimum of 3 years after the termination of this contract.

Cancellation Notice

Policies, as described above, shall be endorsed to state the following: 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.

Proof of Insurance Coverage



COUNTY OF ST. CLAIR



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.

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.

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

St. Clair County Recovery High School (RHS) - Grant Application

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Recovery High School (RHS) - Memo & Grant Application	10/29/2021	Cover Memo

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: October 28, 2021

RE: Recovery High School

The following is a request to approve the grant application from the MDHHS for year 2 of the St. Clair County Recovery High School.

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.
 - o 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. The vendor will:
 - 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.
 - o The funds will pay for a part-time At Risk Youth Worker to support the program. The funds will also cover materials related to recovery curriculum, marketing and incentives for youth.

This is the second year of this grant award. 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.

We are respectfully requesting that the grant application be approved. 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

- **2022 school year** = \$8,000 Est. per student 20 Students X \$8,000 = \$160,000

Expenses - \$100,000

- **2022 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

- **2022 School Year** - Recovery High School Grant - \$150,000

Expenses: - \$150,000

- **2022 Circuit Court Expenses**
 1. Staffing – 31st Circuit Court Employees - \$34,258
 - a. At-Risk Youth Worker – Dedicated 100% to the Recovery High School.
 2. Contract with the Romine Group - \$95,000
 - 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. Supplies and recovery Materials - \$10,000
 4. Marketing - \$5,000
 5. Incentives for youth - \$5,742

Recovery Support High School Program - 2022

Facesheet

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APP # _____

1. Demographic Information

- a. Demographic Information Name County of St. Clair - 31st Circuit Court
- b. Organizational Unit
- c. Address 201 McMorran Blvd Rm 2800
- d. Address 2
- e. City Port Huron State MI Zip 48060-4000
- f. Federal ID Number 38-6006420 Reference No. 069823615
- g. Demographic Information fiscal year (beginning month and day) January-01
- h. Agency Type
- ☐ Private, Non-Profit ☐ Private, Proprietary ☒ Public
1. Select the appropriate radio button to indicate the agency method of accounting.
- ☐ Accrual
- ☐ Cash
- ☒ Modified Accrual

2. Program / Service Information

- a. Program / Service Information Name Recovery Support High School Program - 2022
- b. Is implementing agency same as Demographic Information ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Dec-01-2021 End Date Sep-30-2022
- e. Amount of Funds Allocated \$150,000.00 Project Cost \$150,000.00

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APP # _____

3. Certification / Contacts Information

a. Project Director

Name Michael McMillan
Title Administrator
Mailing Address 201 McMorran Blvd
City Port Huron State MI Zip 48060
Telephone (810) 985-2181 Fax
E-mail Address mmcmillan@stclaircounty.org

b. Authorized Official

Name Nathan Roskey
Title Administrator
Mailing Address 201 McMorran Blvd
City Port Huron State MI Zip 48060
Telephone (810) 985-2137 Fax
E-mail Address nroskey@stclaircounty.org

c. Financial Officer

Name Dena Alderdyce
Title Accountant
Mailing Address 200 Grand River Ave
City Port Huron State MI Zip 48060
Telephone (810) 989-6324 Fax (810) 985-3463
E-mail Address dalderdyce@stclaircounty.org

Certifications

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APP # _____

4. Assurances and Certifications

A. SPECIAL CERTIFICATIONS

- a. ☒ By checking this box, the individual or officer certifies that the individual or officer is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Grantee.
- b. ☒ By checking this box, the individual or officer certifies that the individual or officer is authorized to sign the agreement on behalf of the responsible governing board, official or Grantee.

B. State of Michigan Information Technology Information Security Policy

- 1. By checking the following boxes, the Grantee acknowledges compliance with State of Michigan Information Technology Information Security Policy* and provides the following assurances:
 - a. ☒ The Grantee Project Director will be notified within 24 hours when its users are terminated or transferred or immediately if after an unfriendly separation.
 - b. ☒ The Grantee Project Director will annually review and certify user accounts to verify the user's access is still required and the user is assigned the appropriate permissions.
 - c. ☒ The Grantee Project Director will remove user's access within 48 hours of notification when users are terminated or transferred, or immediately if after an unfriendly separation.
 - d. ☒ After 120 days of inactivity, when the user attempts to log into their account they will receive a message stating their account has been deactivated, and the user will have to request the account be reinstated.

*Policy available at https://www.michigan.gov/documents/dmb/1340_193162_7.pdf

Narrative

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5. Program Synopsis

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.

The bulk of the educational portion of the Recovery High School will be covered by the St. Clair County Intervention Academy, while the treatment side will be the responsibility of the 31st Circuit Court Family Division. The requested grant funds will cover expenses for a vendor to run the Alternative Peer Group Program (APG) and provide staff for 40 hours per week to run the recovery portion. The grant funds will also be used for supplies, marketing, incentives, and for additional support staff.

6. Program Target Area

Counties project will serve (check all that apply):

- | | | |
|---|-------------------------------------|--------------------------------------|
| ☐ Alcona | ☐ Alger | ☐ Allegan |
| ☐ Alpena | ☐ Antrim | ☐ Arenac |
| ☐ Baraga | ☐ Barry | ☐ Bay |
| ☐ Benzie | ☐ Berrien | ☐ Branch |
| ☐ Calhoun | ☐ Cass | ☐ Charlevoix |
| ☐ Cheboygan | ☐ Chippewa | ☐ Clare |
| ☐ Clinton | ☐ Crawford | ☐ Delta |
| ☐ Dickinson | ☐ Eaton | ☐ Emmet |
| ☐ Genesee | ☐ Gladwin | ☐ Gogebic |
| ☐ Grand Traverse | ☐ Gratiot | ☐ Hillsdale |
| ☐ Houghton | ☐ Huron | ☐ Ingham |
| ☐ Ionia | ☐ Iosco | ☐ Iron |
| ☐ Isabella | ☐ Jackson | ☐ Kalamazoo |
| ☐ Kalkaska | ☐ Kent | ☐ Keweenaw |
| ☐ Lake | ☐ Lapeer | ☐ Leelanau |
| ☐ Lenawee | ☐ Livingston | ☐ Luce |
| ☐ Mackinac | ☐ Macomb | ☐ Manistee |
| ☐ Marquette | ☐ Mason | ☐ Mecosta |
| ☐ Menominee | ☐ Midland | ☐ Missaukee |
| ☐ Monroe | ☐ Montcalm | ☐ Montmorency |

☐ Muskegon
☐ Oceana
☐ Osceola
☐ Ottawa
☐ Saginaw
☐ Sanilac
☐ Tuscola
☐ Wayne

☐ Newaygo
☐ Ogemaw
☐ Oscoda
☐ Presque Isle
☒ St. Clair
☐ Schoolcraft
☐ Van Buren
☐ Wexford

☐ Oakland
☐ Ontonagon
☐ Otsego
☐ Roscommon
☐ St. Joseph
☐ Shiawassee
☐ Washtenaw
☐ Out Wayne

Work Plan

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7. Workplan

- 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 :** 12/01/2021 - 09/30/2022
- 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 checkin's, closing sessions, and participate in individual counseling sessions.
- Responsible Staff :** Michael McMillan
- Date Range :** 12/01/2021 - 09/30/2022
- 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 :** 12/01/2021 - 09/30/2022
- 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.

Budget Detail for Recovery Support High School Program - 2022
Agency: County of St. Clair - 31st Circuit Court
Application: Recovery Support High School Program - 2022

10/29/2021

Budget

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	Line Item	Qty	Rate	Units	UOM	Total	Amount
DIRECT EXPENSES							
Program Expenses							
1	Salary & Wages						
	Case Worker	1.0000	31624.000	0.000	FTE	31,624.00	31,624.00
2	Fringe Benefits						
	Composite Rate Notes : FICA -\$1961 Medicare -\$458 Unemployment -\$25 Workers Comp -\$190	0.0000	8.330	31624.000		2,634.00	2,634.00
3	Travel						
4	Supplies & Materials						
	Materials, supplies and other costs Notes : Classroom supplies, school/programming materials, recovery textbooks and materials.	0.0000	0.000	0.000		10,000.00	10,000.00
	Printing Notes : marketing materials, printing and publishing of information related to recruitment of students.	0.0000	0.000	0.000		5,000.00	5,000.00
Total for Supplies & Materials						15,000.00	15,000.00

Budget Detail for Recovery Support High School Program - 2022
Agency: County of St. Clair - 31st Circuit Court
Application: Recovery Support High School Program - 2022

10/29/2021

	Line Item	Qty	Rate	Units	UOM	Total	Amount
5	Contractual						
	Subcontracting Agency-The Romine Group - Recovery Therapy Contact Details : The Romine Group 7877 Stead , Utica ,MI,48317, Phone : 5867315300 Attachment : SUBCON_1_Romine Contract 21-22.pdf	0.0000	0.000	0.000		95,000.00	95,000.00
6	Subawards – Subrecipient Services						
7	Equipment						
8	Other Expense						
	Incentives Notes : Incentives for students. Gym and club memberships for students in the program.	0.0000	0.000	0.000		5,742.00	5,742.00
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						
2	Cost Allocation Plan						
Total Indirect Costs						0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00
TOTAL EXPENDITURES						150,000.00	150,000.00

Budget Summary for Recovery Support High School Program - 2022
 Agency: County of St. Clair - 31st Circuit Court
 Application: Recovery Support High School Program - 2022

10/29/2021

	Category	Total	Amount	Narrative
DIRECT EXPENSES				
Program Expenses				
1	Salary & Wages	31,624.00	31,624.00	
2	Fringe Benefits	2,634.00	2,634.00	
3	Travel	0.00	0.00	
4	Supplies & Materials	15,000.00	15,000.00	
5	Contractual	95,000.00	95,000.00	
6	Subawards – Subrecipient Services	0.00	0.00	
7	Equipment	0.00	0.00	
8	Other Expense	5,742.00	5,742.00	
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

Budget Summary for Recovery Support High School Program - 2022
 Agency: County of St. Clair - 31st Circuit Court
 Application: Recovery Support High School Program - 2022

10/29/2021

	Category	Total	Amount	Cash	Inkind	Narrative
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	

Miscellaneous

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11. Supporting documentation, if required

Attachment Title	Attachment

Attachments Index

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#	Section	Title	File Name
1	Budget Detail	Subcontracting Agency-The Romine Group - Recovery Therapy	SUBCON_1_Romine Contract 21-22.pdf