



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 3, 2022 at 6:00 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. FY2021 Coronavirus Emergency Supplemental Funding (CESF) Program Grant EXTENSION #2
 - B. FY23 Michigan Mental Health Court Grant Program (MMHCGP) Contract
 - C. FY 2023 Michigan Drug Court Grant Agreement Approval
 - D. FY 2023 Office of Highway Safety Planning Grant Agreement Approval
 - E. FY 2023 Crime Victims' Rights Program Grant Agreement Approval
 - F. 2021 Interlocal Agreement between Macomb County and St. Clair County for the Homeland Security Grant Program Approval
 - 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.

FY2021 Coronavirus Emergency Supplemental Funding (CESF) Program Grant EXTENSION #2

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	FY2021 Coronavirus Emergency Supplemental Funding (CESF) Program Grant EXTENSION #2	10/19/2022	Cover Memo
📎	CESF_Extension	10/19/2022	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 Michael Wendling, Prosecuting Attorney

Date: October 19, 2022

Re: 2021 Coronavirus Emergency Supplemental Funding (CESF) Program Grant Extension

We have received notification that an extension for the FY2021 CESF grant is available to St. Clair County – Prosecutor's Office. This will extend the grant by 9 months until September 30, **2023**.

The purpose of this grant program is to provide emergency supplemental funding to county prosecutor offices for the hiring of contractual personnel to address coronavirus-related backlog.

St. Clair County award of \$135,714.29 in Federal funds with no local match has not changed with this extension.

We recommend approval of the FY 2021 Coronavirus Emergency Supplemental Funding (CESF) Program Grant Extension at the November 17, 2022 Board of Commissioners Regular meeting.

FY21 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF)
GRANT CONTRACT EXTENSION

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

St. Clair County Prosecutor's Office

Recipient

Federal ID: 38-6006420

hereinafter referred to as the "Contractor"

for

MSP Project Number: CESF-2021-07

I. Period of Agreement:

The Agreement period is amended as follows: The Agreement shall commence on **06/01/2021** and continue through **09/30/2023**.

II. Funding Source and Agreement Amount:

The Agreement amount remains \$135,714.29.

III. Contractor Signature:

The Authorized Official's signature below represents the Contractor's legal acceptance of this amendment to the original contract for **CESF-2021-07**.

Contractor Name of Authorized Official Karry Hepting	Title of Authorized Official Administrator/Controller
Signature	Date
Department Name of Authorized Official Nancy Becker Bennett	Title of Authorized Official Division Director
Signature	Date

FY23 Michigan Mental Health Court Grant Program (MMHCGP) Contract

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Memo- FY23 MMHCGP contract	10/19/2022	Cover Memo
📎 Contract- FY23 MMHCGP	10/19/2022	Exhibit

MEMORANDUM

TO: ST. CLAIR COUNTY BOARD OF COMMISSIONERS

FROM: REBECCA SHAFRAN, MHC COORDINATOR

SUBJECT: FY23 MMHCGP CONTRACT

DATE: OCTOBER 19, 2022

CC: HON. JOHN D. TOMLINSON

With your permission, I would request to place the FY23 MMHCGP Contract on the agenda for November 3, 2022 Standing Committee Meeting for review, approval, and signature through DocuSign.

Funding for FY2023 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: FY23 MMHCGP Contract

**Michigan Supreme Court
State Court Administrative Office
Michigan Mental Health Court Grant Program
Fiscal Year 2023 Contract**

Grantee Name: 72nd District Court — Adult Mental Health Court
Unique Identifier: U20025
Federal ID Number: 38-6006420
Contract Number: 28650
Grant Amount: \$381,665

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. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. 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 the employees with which the SCAO is contracting.

1.08 The term "Grantee's agents" as used in this Contract includes the Grantee's 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.

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.

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

1.17 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 \$381,665 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, 2022, and ends on September 30, 2023, 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. RELATIONSHIP AND DUTIES

6.01 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.

6.02 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.

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

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

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

6.06 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.

7. REIMBURSEMENT AND BUDGET

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

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

7.03 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.

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

7.05 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding, participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Contract can be used. If the Grantee has other available funding options that were designated for the project 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.

7.06 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.

7.07 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.

7.08 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.

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

7.10 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](#).

8. RELIGIOUS PROGRAMMING

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

8.02 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.

9. ASSIGNMENT

9.01 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.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

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

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

10.03 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.

10.04 The Grantee must provide a copy of this Contract to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 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.

11.02 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.

11.03 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 26 of this Contract before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 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.

11.05 This section survives termination or expiration of this Contract.

12. RIGHTS TO WORK PRODUCT, INVENTIONS, AND IMPROVEMENTS

12.01 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.

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

12.03 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.

12.04 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.

12.05 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.

12.06 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.

12.07 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. 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.

12.08 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.

13. INSURANCE

13.01 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.

14. LIABILITY AND INDEMNIFICATION

14.01 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.

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

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

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Contract, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their 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 arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Contract. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

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

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

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

15.04 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.

15.05 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.

15.06 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.

16. GRANT REPORTING

16.01 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.

16.02 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.

16.03 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 26 of this Contract.

17. SUSPENSION, TERMINATION, AND REDUCTION

17.01 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 funds are exempt from certification requirements in Section 23.
- 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 16 is at least 45 days late.

17.02 Each Party has the right to terminate this Contract without cause, including termination by the Grantee if the Grantee has indicated that they do not plan to spend all or some of the grant funds. If the Grantee is the terminating party, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee will still be required to fulfill the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. The termination date of this Contract will be the date that the Grantee has met all grant reporting requirements as determined by the SCAO.

17.03 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.

17.04 If the SCAO terminates this Contract under Section 17, with the exception of termination stated in Section 17.01(F), 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.

17.05 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.

18. COMPLIANCE WITH LAWS

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

19. MICHIGAN LAW

19.01 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.

20. CONFLICT OF INTEREST

20.01 Because this Contract 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 15.321 *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.

21. DEBT TO STATE OF MICHIGAN

21.01 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.

22. CONTRACT DISPUTE

22.01 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 26 of this Contract.

23. PROGRAM CERTIFICATION

23.01 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.

24. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

24.01 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.

25. AMENDMENT

25.01 The parties may amend this Contract only in writing signed by both parties.

25.02 The SCAO and the Grantee must submit a budget/project amendment through

WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants 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.

26. DELIVERY OF NOTICE

26.01 Written notices and communications required under this Contract 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:

26.02 The Grantee's contact person is:

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

26.03 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

27. GRANTEE'S AUTHORIZING OFFICIAL

27.01 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 and must be an employee of the Grantee's funding unit.*** 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.

27.02 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.

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SIGNATURES OF PARTIES
Michigan Mental Health Court Grant Program
CONTRACT NUMBER: 28650

28. SIGNATURE OF PARTIES

28.01 This Contract is not effective unless signed by both Parties.

28.02 The signatures on this contract are electronic through the DocuSign system.

28.03 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.

28.04 The DocuSign system requires an agent of the SCAO to send this Contract to the State Court Administrator for review and signature. Selecting the dropdown below confirms that the Contract can be sent to the State Court Administrator for 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 2023 REPORTING REQUIREMENTS
October 1, 2022, through September 30, 2023

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2022, through December 31, 2022.
May 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2023, through March 31, 2023.
August 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2023, through June 30, 2023.
November 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2023, through September 30, 2023.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2023*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2023	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	NOTE
January 10, 2023	Courts will be reporting on expenditures from October 1, 2022, through December 31, 2022.
April 10, 2023	Courts will be reporting on expenditures from January 1, 2023, through March 31, 2023.
July 10, 2023	Courts will be reporting expenditures from April 1, 2023, through June 30, 2023.
October 10, 2023	Courts will be reporting expenditures from July 1, 2023, through September 30, 2023.

PROGRESS REPORT	
DUE DATE	NOTE
October 30, 2023* Year-End Report	Courts will be reporting on progress made during the grant period – October 1, 2022, through September 30, 2023.

*Planning Grants – If your court is receiving a FY 2023 planning grant, you are only required to complete this report if the program becomes operational during this fiscal year.

FY 2023 Michigan Drug Court Grant Agreement Approval

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	FY 2023 Michigan Drug Court Grant Agreement_Memo	10/26/2022	Cover Memo
📎	Michigan Drug Court	10/26/2022	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 25, 2022

Re: FY 2023 Recovery Court Grant agreements

Attached is the FY 2023 Michigan Drug Court Grant agreement and FY 2023 Office of Highway Safety Planning Grant agreement for board approval.

St. Clair County Court applied for both grants in conjunction with each other to continue the drug court and hybrid sobriety programs for fiscal year 2023, which runs from 10/1/22 – 9/30/23.

The Michigan Drug Court Grant award is \$15,000 and is administered by the State Court Administrative Office. The grant is 100% state funded with no local match.

The Office of Highway Safety Planning Grant award is \$30,000 and is administered by the State Court Administrative Office and the Office of Highway Safety Planning. The grant is 100% federally funded with no local match.

These grants can be used for drug testing, court personnel, treatment services provided by CMH, risk assessments, transitional housing, and program incentives.

We recommend approving the FY 2023 Michigan Drug Court Grant agreement and FY 2023 Office of Highway Safety Planning Grant agreement at the November 17, 2022 Board of Commissioners meeting.



Michigan Supreme Court

State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone 517-373-0128

Thomas P. Boyd
State Court Administrator

September 28, 2022

Honorable Michael L. West, Chief Judge
72nd District Court
201 McMorran Blvd.
Port Huron, MI 48060

Re: Michigan Drug Court Grant Program Award Notification
72nd District Court — DWI Sobriety Court
SCAO UI: U10138

Dear Chief Judge West:

I am pleased to inform you that your court has been awarded a grant in the amount of \$15,000 from the Michigan Drug Court Grant Program administered by the State Court Administrative Office. This award is for the grant period October 1, 2022, through September 30, 2023.

Your court's fiscal year 2023 contract will be e-mailed from DocuSign to your project director, Abbey Armstrong. Signed contracts must be returned by December 16, 2022. The budget, based on your court's actual award, must be updated in WebGrants by November 10, 2022. Instructions for revising your budget are attached to the message your project director will receive from WebGrants.

The Michigan Supreme Court and SCAO greatly appreciate your efforts and passion for these life-saving court programs. Thank you for making a positive difference in so many lives.

As a reminder, SCAO transitioned away from a competitive grant process this year, focusing instead on funding yearly fixed costs and inflationary increases with an emphasis on grant utilization. This approach ensures all problem-solving courts in Michigan can maintain services and assist participants. Each year we receive grant requests that greatly exceed the total amount spent in the preceding fiscal year and available funding for awards to courts. I assure you that we make every effort to fully fund reasonable grant requests. It is our hope that these changes will create reliability when budgeting in your court.

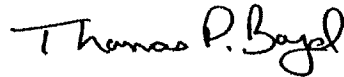
September 28, 2022
Page Two

Please also keep in mind that we will continue to consider reallocations throughout the fiscal year. If you find that additional funding is needed to support your program during fiscal year 2023, please make a request through the WebGrants system. If you are not able to spend all of your grant award, please notify us as soon as possible so that we may transfer a portion of your grant award to a program with additional need.

To assist with grant utilization, SCAO has eliminated certain spending caps this year and expanded the list of allowable expenses so that courts have more discretion in managing their problem-solving court programs.

If you have any questions about the grant or need assistance regarding best practices, please contact Andrew Smith at 517-373-0954 or at smitha@courts.mi.gov. For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or nevinj@courts.mi.gov.

Sincerely,

A handwritten signature in black ink that reads "Thomas P. Boyd". The signature is written in a cursive style with a large, stylized 'T' and 'B'.

Thomas P. Boyd
State Court Administrator

cc: Honorable John Monaghan
Andrew Smith, Problem-Solving Courts Manager
Michele Muscat, SCAO Region VI Administrator
Linda Girard, Court Administrator
Abbey Armstrong, Project Director

**Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program
Fiscal Year 2023 Contract**

Grantee Name: 72nd District Court — DWI Sobriety Court
Unique Identifier: U10138
Federal ID Number: 38-6006420
Contract Number: 28637
Grant Amount: \$15,000

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. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. 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 the employees with which the SCAO is contracting.

1.08 The term "Grantee's agents" as used in this Contract includes the Grantee's 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.

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.

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

1.17 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 — DWI Sobriety Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to \$15,000 for the Grantee's expenses under this Contract.

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

4. DURATION

4.01 This Contract begins on October 1, 2022, and ends on September 30, 2023, 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. RELATIONSHIP AND DUTIES

6.01 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.

6.02 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.

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

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

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

6.06 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.

7. REIMBURSEMENT AND BUDGET

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

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

7.03 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.

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

7.05 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding, participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Contract can be used. If the Grantee has other available funding options that were designated for the project 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.

7.06 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.

7.07 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.

7.08 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.

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

7.10 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](#).

8. RELIGIOUS PROGRAMMING

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

8.02 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.

9. ASSIGNMENT

9.01 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.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

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

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

10.03 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.

10.04 The Grantee must provide a copy of this Contract to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 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.

11.02 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.

11.03 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 26 of this Contract before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 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.

11.05 This section survives termination or expiration of this Contract.

12. RIGHTS TO WORK PRODUCT, INVENTIONS, AND IMPROVEMENTS

12.01 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.

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

12.03 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.

12.04 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.

12.05 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.

12.06 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.

12.07 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. 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.

12.08 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.

13. INSURANCE

13.01 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.

14. LIABILITY AND INDEMNIFICATION

14.01 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.

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

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

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Contract, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their 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 arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Contract. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

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

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

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

15.04 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.

15.05 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.

15.06 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.

16. GRANT REPORTING

16.01 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.

16.02 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.

16.03 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 26 of this Contract.

17. SUSPENSION, TERMINATION, AND REDUCTION

17.01 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 funds are exempt from certification requirements in Section 23.
- 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 16 is at least 45 days late.

17.02 Each Party has the right to terminate this Contract without cause, including termination by the Grantee if the Grantee has indicated that they do not plan to spend all or some of the grant funds. If the Grantee is the terminating party, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee will still be required to fulfill the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. The termination date of this Contract will be the date that the Grantee has met all grant reporting requirements as determined by the SCAO.

17.03 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.

17.04 If the SCAO terminates this Contract under Section 17, with the exception of termination stated in Section 17.01(F), 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.

17.05 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.

18. COMPLIANCE WITH LAWS

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

19. MICHIGAN LAW

19.01 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.

20. CONFLICT OF INTEREST

20.01 Because this Contract 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 15.321 *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.

21. DEBT TO STATE OF MICHIGAN

21.01 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.

22. CONTRACT DISPUTE

22.01 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 26 of this Contract.

23. PROGRAM CERTIFICATION

23.01 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.

24. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

24.01 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.

25. AMENDMENT

25.01 The parties may amend this Contract only in writing signed by both parties.

25.02 The SCAO and the Grantee must submit a budget/project amendment through

WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants 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.

26. DELIVERY OF NOTICE

26.01 Written notices and communications required under this Contract 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:

26.02 The Grantee's contact person is:

Abbey Armstrong
72nd District Court
201 McMorran Blvd.
Port Huron, Michigan 48060
aarmstrong@stclaircounty.org

26.03 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

27. GRANTEE'S AUTHORIZING OFFICIAL

27.01 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 and must be an employee of the Grantee's funding unit.*** 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.

27.02 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.

The remainder of this page is intentionally left blank.

SIGNATURES OF PARTIES
Michigan Drug Court Grant Program
CONTRACT NUMBER: 28637

28. SIGNATURE OF PARTIES

28.01 This Contract is not effective unless signed by both Parties.

28.02 The signatures on this contract are electronic through the DocuSign system.

28.03 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.

28.04 The DocuSign system requires an agent of the SCAO to send this Contract to the State Court Administrator for review and signature. Selecting the dropdown below confirms that the Contract can be sent to the State Court Administrator for signature.

Contract ready for Grantee's Authorizing Official's signature.

72nd District Court
DWI Sobriety 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 2023 REPORTING REQUIREMENTS
October 1, 2022, through September 30, 2023

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2022, through December 31, 2022.
May 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2023, through March 31, 2023.
August 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2023, through June 30, 2023.
November 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2023, through September 30, 2023.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2023*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2023	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	NOTE
January 10, 2023	Courts will be reporting on expenditures from October 1, 2022, through December 31, 2022.
April 10, 2023	Courts will be reporting on expenditures from January 1, 2023, through March 31, 2023.
July 10, 2023	Courts will be reporting expenditures from April 1, 2023, through June 30, 2023.
October 10, 2023	Courts will be reporting expenditures from July 1, 2023, through September 30, 2023.

PROGRESS REPORT	
DUE DATE	NOTE
October 30, 2023* Year-End Report	Courts will be reporting on progress made during the grant period – October 1, 2022, through September 30, 2023.

*Planning Grants – If your court is receiving a FY 2023 planning grant, you are only required to complete this report if the program becomes operational during this fiscal year.

FY 2023 Office of Highway Safety Planning Grant Agreement Approval

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	FY 2023 Office of Highway Safety Planning Grant Agreement_Memo	10/26/2022	Cover Memo
📎	Office of Highway Safety Planning	10/26/2022	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 25, 2022

Re: FY 2023 Recovery Court Grant agreements

Attached is the FY 2023 Michigan Drug Court Grant agreement and FY 2023 Office of Highway Safety Planning Grant agreement for board approval.

St. Clair County Court applied for both grants in conjunction with each other to continue the drug court and hybrid sobriety programs for fiscal year 2023, which runs from 10/1/22 – 9/30/23.

The Michigan Drug Court Grant award is \$15,000 and is administered by the State Court Administrative Office. The grant is 100% state funded with no local match.

The Office of Highway Safety Planning Grant award is \$30,000 and is administered by the State Court Administrative Office and the Office of Highway Safety Planning. The grant is 100% federally funded with no local match.

These grants can be used for drug testing, court personnel, treatment services provided by CMH, risk assessments, transitional housing, and program incentives.

We recommend approving the FY 2023 Michigan Drug Court Grant agreement and FY 2023 Office of Highway Safety Planning Grant agreement at the November 17, 2022 Board of Commissioners meeting.



Michigan Supreme Court

State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone 517-373-0128

Thomas P. Boyd
State Court Administrator

September 30, 2022

Honorable Michael L. West, Chief Judge
72nd District Court
201 McMorran Blvd.
Port Huron, MI 48060

Re: FY 2023 National Highway Traffic Safety Administration Office of Highway
Safety Planning Grant Award Notification
72nd District Court — DWI Sobriety Court
CFDA 20.616
UEI: LDRRE6AP5KB3
SCAO UI: U10138

Dear Chief Judge West:

I am pleased to inform you that your court has been awarded a grant in the amount of \$30,000 from the National Highway Traffic Safety Administration, Michigan Office of Highway Safety Planning grant program administered by the State Court Administrative Office (SCAO). This award is for the grant period October 1, 2022, through September 30, 2023. The award is contingent upon SCAO receiving an award from our federal grantor.

Your court's fiscal year 2023 subcontract agreement will be e-mailed from DocuSign to your project director, Abbey Armstrong. Signed subcontract agreements must be returned by December 16, 2022. The budget, based on your court's actual award, must be updated in WebGrants by November 4, 2022. Instructions for revising your budget are attached to the message your project director will receive from WebGrants.

The Michigan Supreme Court and SCAO greatly appreciate your efforts and passion for these life-saving court programs. Thank you for making a positive difference in so many lives.

As a reminder, SCAO transitioned away from a competitive grant process this year, focusing instead on funding yearly fixed costs and inflationary increases with an emphasis on grant utilization. This approach ensures all problem-solving courts in Michigan can maintain services and assist participants. Each year we receive grant requests that greatly exceed the total

September 30, 2022

Page 2

amount spent in the preceding fiscal year and available funding for awards to courts. I assure you that we make every effort to fully fund reasonable grant requests. It is our hope that these changes will create reliability in budgeting your court.

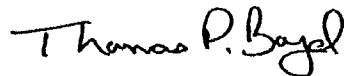
Please also keep in mind that we will continue to consider reallocations throughout the fiscal year. If you find that additional funding is needed to support your program during FY 2023, please make a request through the WebGrants system. If you are not able to spend all of your grant award, please notify us as soon as possible so that we may transfer a portion of your grant award to a program with additional need.

To assist with grant utilization, SCAO has eliminated certain spending caps this year and expanded the list of allowable expenses so that courts have more discretion in managing their problem-solving court programs.

National Highway Traffic Safety Administration, Michigan Office of Highway Safety Planning grants are for jurisdictions that are interested in establishing a new Driving While Impaired (DWI) or hybrid drug/DWI court or are in the early stages of planning a DWI or hybrid drug/DWI court. This grant is also for jurisdictions with a fully operational DWI or hybrid drug/DWI court and are seeking funds to expand operations and sustain the expansion. The funding should enable the DWI or hybrid drug/DWI courts to promote public safety and contribute to a reduction in substance abuse and recidivism among nonviolent adult substance-abusing offenders, reduce reliance on incarceration within existing correctional systems and local jails, and establish monitoring and evaluation measures that will demonstrate program effectiveness. National Highway Traffic Safety Administration Office and Michigan Office of Highway Safety Planning grant funds may only be expended on DWI or drugged driving offenders.

If you have any questions about the grant or need assistance regarding best practices, please contact Andrew Smith at 517-373-0954 or at smitha@courts.mi.gov. For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or nevinj@courts.mi.gov.

Sincerely,



Thomas P. Boyd
State Court Administrator

cc: Honorable John Monaghan
Andrew Smith, Problem-Solving Courts Manager
Michele Muscat, SCAO Region VI Administrator
Linda Girard, Court Administrator
Abbey Armstrong, Project Director

**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 - DWI Sobriety Court

Federal I.D. Number: 38-6006420

Contract Number: 28639

Grant Amount: \$30,000

SCAO Unique Identifier: U10138

Project Title: SCAO OHSP Grant Program

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

CFDA Number: 20.616

Unique Entity Identifier (UEI): LDRRE6AP5KB3

**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: ID-23-05

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. "Confidential Information" also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. 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 the employees with which the SCAO is contracting.

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,

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.

1.17 The term “Work Product” refers to reports, programs, manuals, tapes and videos prepared under this Agreement 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 Agreement and amendments thereto.

2. PERIOD OF AGREEMENT

2.01 This Agreement shall commence on October 1, 2022, and terminate on September 30, 2023, 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 by Grantee based on the court’s risk level, and the SCAO will notify the Grantee if additional reporting requirements are needed.

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. RIGHTS TO WORK PRODUCT

10.01 All written or visual Work Product created solely by the SCAO is exclusively owned by SCAO and is subject to copyright or patent only by the SCAO.

10.02 All written or visual Work Product created solely by the Provider is exclusively owned by the Provider and is subject to copyright or patent only by the Provider.

10.03 All written or visual work product produced under this Agreement with funds provided by the grant from SCAO shall be owned by SCAO and SCAO shall have the right to obtain from the Provider original materials produced under this Agreement and shall have the right to distribute those materials.

10.04 The SCAO grants the Provider a royalty-free, nonexclusive license to use any Work Product developed in the course of this Agreement that is not Confidential or Proprietary as defined in Section 17 of this Agreement if the Work Product enters the public domain. However, the Provider shall not publish or distribute any Work Product relating to the services provided under this Agreement without the prior written permission of the SCAO.

10.05 The Provider shall safeguard the Provider'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.

11. WRITTEN DISCLOSURE

11.01 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.

11.02 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.

12. INSURANCE

12.01 Grantee is self-insured/has procured insurance in an amount sufficient to cover all claims related to the Grantee's Service and as required by law.

13. PERFORMANCE MEASUREMENT DATA AND REPORTING REQUIREMENTS

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

13.02 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.

13.03 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 37 of this Agreement.

14. PAYMENT PROCESSING

14.01 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](#).

14.02 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.

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

14.04 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.

14.05 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.

14.06 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.

14.07 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.

14.08 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.

14.09 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.

14.10 The Grantee is aware that this is a reimbursement-based grant. The Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses.

14.11 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement 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 Agreement is effective.

15. EMPLOYEE TIME CERTIFICATION

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

15.02 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)

16. AUTHORIZED ACCESS

16.01 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.

17. CONFIDENTIAL INFORMATION

17.01 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 37 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.

17.02 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.

18. MEDICAL INFORMATION

18.01 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.

19. HUMAN SUBJECTS

19.01 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.

20. AUDITS

20.01 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.

21. SUBRECIPIENT MONITORING

21.01 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.

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

21.03 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 and a copy of OHSP Grant Management Requirements (Attachment 2).

21.04 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.

21.05 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 sufficient detail has been supplied.

22. SOFTWARE COMPLIANCE

22.01 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.

23. NOTIFICATION OF CRIMINAL OR ADMINISTRATIVE INVESTIGATIONS

23.01 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 37 of this Agreement.

24. AGREEMENT/REDUCTION/SUSPENSION/TERMINATION

24.01 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 23 of this Agreement during the term of this Agreement or any extension thereof.
- F. If the SCAO terminates this Agreement under Section 24.01, 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.
- G. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.

24.02 Each Party has the right to terminate this Agreement without cause, including termination by the Grantee if the Grantee has indicated that they do not plan to spend all or some of the grant funds. If the Grantee is the terminating party, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee will still be required to fulfill the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. The termination date of this Agreement will be the date that the Grantee has met all grant reporting requirements as determined by the SCAO.

24.03 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 Agreement ends.

25. FINAL REPORTING UPON TERMINATION

25.01 Except as provided in Section 24.02, 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.

25.02 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.

26. SEVERABILITY

26.01 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.

27. LIABILITY AND INDEMNIFICATION

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

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

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

27.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the Michigan Supreme Court ("MSC"), including their 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 arising from the acts or omissions of the private third-party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

28. MICHIGAN LAW

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

29. DEBT TO STATE OF MICHIGAN

29.01 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.

30. DISPUTES

30.01 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 37 of this Agreement.

31. CONFLICT OF INTEREST

31.01 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 Agreement.

32. COMPLIANCE WITH APPLICABLE LAWS AND AGREEMENTS

32.01 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.

33. AMENDMENTS TO AGREEMENT

33.01 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.

34. ENTIRE AGREEMENT

34.01 This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment 1),
- B. SCAO Grant Assurances (in WebGrants),
- C. Allowable/disallowable expense list (in WebGrants),
- D. Conditions on Expenses (in WebGrants),
- E. Approved grant budget (in WebGrants), and
- F. The OHSP Grant Management Requirements (see Attachment 2).

35. PROGRAM CERTIFICATION

35.01 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.

36. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

36.01 The SCAO may review the Grantee's performance 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.

37. DELIVERY OF NOTICE

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

37.02 The Grantee's contact person is

Abbey Armstrong
72nd District Court
201 McMorran Blvd.
Port Huron, Michigan 48060
aarmstrong@stclaircounty.org

37.03 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

38. GRANTEE'S AUTHORIZING OFFICIAL

38.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. 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.

38.02 Only one person may sign this Agreement 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 Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

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SIGNATURES OF PARTIES
OFFICE OF HIGHWAY SAFETY PLANNING GRANT
CONTRACT NUMBER: 28639

39. SIGNATURE OF PARTIES

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

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

39.03 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 ready for Grantee's Authorizing Official's signature.

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

72nd District Court
DWI Sobriety Court

State Court Administrative Office

Authorizing Official's Signature

Authorizing Official's Signature

Authorizing Official's Name

Authorizing Official's Name

Authorizing Official's Title

Authorizing Official's Title

Date Signed by Authorizing Official

Date Signed by Authorizing Official

Attachment 1

**OFFICE OF HIGHWAY SAFETY PLANNING (OHSP) GRANT
FY 2023 REPORTING REQUIREMENTS
October 1, 2022, through September 30, 2023**

PROGRAM REPORT DUE DATES	
January 10, 2023	Courts will be reporting on progress made during October 1, 2022, through December 31, 2022.
April 10, 2023	Courts will be reporting on progress made during January 1, 2023, through March 31, 2023.
July 10, 2023	Courts will be reporting on progress made during April 1, 2023, through June 30, 2023.
October 10, 2023	Courts will be reporting on progress made during July 1, 2023, through September 30, 2023.

PROGRAM INCOME REPORT DUE DATES	
January 10, 2023	Courts will be reporting on income collected October 1, 2022, through December 31, 2022.
April 10, 2023	Courts will be reporting on income collected January 1, 2023, through March 31, 2023.
July 10, 2023	Courts will be reporting on income collected April 1, 2023, through June 30, 2023.
October 10, 2023	Courts will be reporting on income collected July 1, 2023, through September 30, 2023.

FINANCIAL CLAIM REPORTS DUE DATES	
January 10, 2023	Courts will be reporting on expenditures from October 1, 2022, through December 31, 2022.
April 10, 2023	Courts will be reporting on expenditures from January 1, 2023, through March 31, 2023.
July 10, 2023	Courts will be reporting on expenditures from April 1, 2023, through June 30, 2023.
October 10, 2023*	Courts will be reporting on expenditures from July 1, 2023, through September 30, 2023.

PROGRAM INCOME VERIFICATION DUE DATE	
January 10, 2023	Courts will be verifying whether program income is collected.

EMPLOYEE TIME CERTIFICATION DUE DATES	
April 10, 2023	Courts will be reporting on employee time paid by the grant during the time period of October 1, 2022, through March 31, 2023.
October 10, 2023	Courts will be reporting on employee time paid by the grant during the time period of July 1, 2023, through September 30, 2023.

DCCMIS USER AUDIT DUE DATE	
January 31, 2023	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT DUE DATE	
January 31, 2023	Courts will be confirming user access to WebGrants.

DCCMIS DATA EXCEPTION REPORT DUE DATES	
February 15, 2023	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2022, through December 31, 2022.
May 15, 2023	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2023, through March 31, 2023.
August 15, 2023	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2023, through June 30, 2023.
November 15, 2023	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2023, through September 30, 2023.

*When the due date of the fourth-quarter claim is on a weekend, the new due date will be the Thursday before that weekend.

Highway Safety Grant Management Requirements

MICHIGAN OFFICE OF HIGHWAY SAFETY PLANNING FY2023 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-23-01.
2. Each grant is required to have, at a minimum, three separate individuals responsible for grant management: 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 will be responsible for also making these changes in the online grant management system.
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) 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 FY2023 online 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. The published information generated from this project must include the following disclosure statement:

This 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 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— (insert this clause, including paragraphs a through d, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program)

- 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.

**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 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 Exclusion's website.
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 are 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 on www.trafficsafety.org. The NHTSA website 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 48 CFR Part 9,

Subpart 9.4 with the secretary of state, a sworn statement indicating that 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. Helmets and other protective equipment shall be depicted for motorcyclists, motorcycle passengers, and bicyclists.
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:

Closed Captioning: All DVDs must be closed captioned. This includes online videos.
 - a. Printed publications must be available in audio files via the Michigan Braille and Talking Book Library.
 - b. See ADA Guidance from the Department of Justice published March 2022.
7. Social Media Use and Approval: The creation of social media accounts such as Instagram, Snapchat, Tik Tok, and Twitter, etc. 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, International Association of Chiefs of Police (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 (SOM) prohibits use of the OHSP and/or MSP logos on non-SOM 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 SOM'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 SOM'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 that includes a link to the document must be provided to the OHSP. The SOM'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 progress reports are specified in the grant approval letter and must be submitted in the online grant management 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 by the OHSP Program Coordinator for the OHSP to process financial reimbursement. For traffic safety enforcement projects, enforcement reports must also be submitted in the online grant management system for 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.
 - c. If goals were not met, a statement must be provided on why the goal was not achieved.
 - d. Explanation of Impact that the project has had in the grantee's community or jurisdiction.
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 the Standardized Field Sobriety Testing (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. Traffic enforcement activity data shall be submitted to the OHSP within five days of the conclusion of the enforcement period if requested by the OHSP. Agencies shall use the enforcement report in the online grant management system, or a form provided by the OHSP.
- e. Only Michigan Commission on Law Enforcement Standards certified police officers shall be used on enforcement projects, unless it is for commercial motor vehicle enforcement which may use commercial motor vehicle enforcement officers.

- f. 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.
- g. 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:
- 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.
 - All emergency responses must be documented with a brief description on the officer daily.
- h. Traffic enforcement shifts shall be scheduled for a minimum of two consecutive hours.
- i. Traffic enforcement efforts shall be promoted to the community.
- As applicable, 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.
 - Traffic safety messages provided by the OHSP shall be posted on social media.
- j. The grantee recipient (and all sub-recipients and contractors) and the chief or sheriff or post commander from each participating agency will 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.
- k. Law enforcement agencies receiving funding for overtime traffic enforcement cannot offer comp time in lieu of overtime pay.
- l. 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 must be established for each funding source. Each grant and federal funding source 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.
- m. 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 and 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".
- n. Total personnel hours billed to the grant reported on the enforcement reports must match the hours requested for reimbursement on the financial report.

- o. 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 is required. 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 each sub-recipient agency to maintain current registration in the federal SAM at <https://www.sam.gov/> and obtain their Unique Entity Identifier (UEI) in FY2023.

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.
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 agency's 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, Supplies & 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 that multiple bid 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. **Local Match:** non-federal, in-kind costs that the grantee (and sub-recipients) contributes to the grant project. The FAST Act 405(h) Nonmotorized Safety grant funds require a minimum 20% local match for the entire grant project cost. Local match costs must be supported with documentation. With prior approval from the Federal awarding agency, program income may be used to meet the cost sharing or matching requirement of the Federal award. For additional information on local match or "cost sharing" please reference 2 CFR 200.306.
15. **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.

16. 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 online grant management system 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 provide explanations in writing 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, county/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 Aid

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, ongoing 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

(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 must have a written and established Contracting policy that it will utilize when engaging in contracting services. At a minimum this policy should include cost or price analysis, bid vs buy decision process, bid acquisition methods, and contractor monitoring. The contracting policy should 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:

- a. Ensuring the contractor complies with all contract provisions.
- b. Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
- c. Ensuring that all work is completed and accepted before the contract expires.
- d. 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.
- e. Ensuring that contracts are amended after any grant agreement revision that affects the contract terms.
- f. 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.
- g. Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- h. Verifying all requirements of the contract are fulfilled before submitting the final invoice.
- i. 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—
(insert this clause, including paragraphs a through d in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.)

- 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 the 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.

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. SOM 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 period specified in the approved grant. "Initiated" means bids were solicited, accepted, and items have been ordered. If there is a reason a grantee is 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. 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.
5. 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.

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, 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.

DISPOSITION OF EQUIPMENT

1. If the equipment is to be disposed of or ceases to be used for highway safety activities the grantee is required to contact the OHSP prior to such disposition action. The OHSP reserves the right to follow 2 CFR 200.331(e) Disposition. This section gives the awarding agency the right to transfer the property to another grantee who could utilize the equipment for their grant related project. If no grantee can be found, the OHSP will contact NHTSA for disposition instruction as NHTSA could transfer the property to another state for utilization of the equipment. If the equipment is determined to have a Current Fair Market Value of \$5,000 or more, the OHSP must contact NHTSA for disposition instructions. If no response is provided within 120 days, the OHSP reserves the right to retain or transfer title of all items.

If the equipment is then sold, the OHSP will deduct \$500 or ten percent of the proceeds, whichever is less, for the selling and handling expenses. The OHSP will decide whether to share those proceeds with the grantee.

2. 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.

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

Title 2 CFR 200 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.

MANDATORY DISCLOSURES

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "proceeding") involving grantee, a subcontractor, or an officer or director of grantee or subcontract, or that arises during the term of this agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the agreement.
 - b. A criminal proceeding;
 - c. A proceeding under the Sarbanes-Oxley Act;
 - d. A civil proceeding involving a claim that might reasonably be expected to adversely affect grantee's viability or financial stability; or
 - e. A governmental or public entity's claim or written allegation of fraud;
2. Notify the Department, at least 90 calendar days before the effective date, of a change in grantee's ownership and/or executive management.

TERMINATION

The OHSP retains the right to terminate a grant for failure to meet the grant management requirements or for not satisfying project goals or objects, which is to be decided by an OHSP management review. 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.

REFERENCES

Statute

Highway Safety Act of 1996: 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

Draft Application Signature Approval

Project Director Agreement?

* Click here to affirm that you have read and agree to comply with the Grant Management Requirements.

Final Application Signature Approval

Authorized Official Agreement?

* Click here to affirm that you have read and agree to comply with the Grant Management Requirements.

FY 2023 Crime Victims' Rights Program Grant Agreement Approval

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	Memo Crime Victims Rights Grant Agreement 2023	10/26/2022	Cover Memo
	FY23 Crime Victims Rights Grant agreement	10/26/2022	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 Michael Wendling, Prosecuting Attorney

Date: October 25, 2022

Re: FY 2023 Crime Victims' Rights Program Grant Agreement

Attached is the FY 2023 Crime Victims' Rights Program Grant Agreement.

The award amount is \$170,489. St. Clair County – Prosecuting Attorney's Office has been receiving this grant through the MDHHS office for over 10 years.

The grant will provide funding to pay for 2.75 full time Crime Victims Rights Advocates and about 85% of a CVR Coordinator position. These costs will be reimbursed 100% with State funding and there is no local match required.

The Prosecuting Attorney electronically signed the grant agreement on September 9, 2022, per requirement of the State.

We are requesting approval of the FY 2023 Crime Victims Rights Program Grant at the November 17, 2022 Board meeting.

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
St Clair County of Prosecutors Office
201 McMorran Blvd Ste. 3300
Port Huron MI 48060 4006
Federal I.D.#: 38-6006420, Unique Entity Identifier: LDRRE6AP5KB3
hereinafter referred to as the "Grantee"
for
Victim Rights Prosecutor-2023
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2022, whichever is later, and continue through September 30, 2023. No activity will be performed and no costs to the state will be incurred prior to October 1, 2022 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2022, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$170,489.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$170,489.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egram-mi.com/mdhhs>).

The Agreement is designated as a:

- Subrecipient relationship (federal funding); or
- ☒ Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- ☒ Not a research and development project.

B. Equipment Purchases and Title

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

C. Deviation Allowance

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

3. Purpose:

The focus of the program is to establish procedures and develop budgetary and training criteria to implement the requirements of William Van Regenmorter Crime Victim Rights Act, P. A. 87 of 1985.

4. Statement of Work:

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

5. Financial Requirements:

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

6. Performance/Progress Report Requirements:

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

7. General Provisions:

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

8. **Administration of the Agreement:**

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

Twanisha Glass Analyst/Specialist (313) 876-4000 x 313
GlassT3@michigan.gov

Name	Title	Telephone No.	Email Address
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9. **Grantee's Financial Contact for the Agreement:**

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

Dena Alderdyce Financial Officer

Name	Title
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dalderdyce@stclaircounty.org (810) 989-6324

E-Mail Address	Telephone No.
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10. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

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

12. Signature Section:

FOR the GRANTEE

St Clair County of Prosecutors Office

Michael Wendling

Prosecuting Attorney

09/09/2022

Name

Title

Date

For the Michigan Department of Health and Human Services

Jeanette Hensler

09/08/2022

Jeanette Hensler, Grants Division Director
Bureau of Grants and Purchasing

Date

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement, must:

A. Publication Rights

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

B. Fees

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

C. Grant Program Operation

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

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

D. Reporting

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

E. Record Maintenance/Retention

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

F. Authorized Access

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

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

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

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

1. Required Audit or Audit Exemption Notice

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

a. Single Audit

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

b. Financial Related Audit

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

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The

template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

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

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

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

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

H. Subrecipient/Contractor Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
 - a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
 - b. Ensure the subrecipient complies with all the requirements of this Agreement.
 - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
 - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
 - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

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

J. Software Compliance

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

K. Human Subjects

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

L. Mandatory Disclosures

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

adversely affect Grantee's viability or financial stability;
or

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

3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or

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

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

M. Statement of Work Progress Reports

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

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).

2. Uphold high ethical standards and be prohibited from the following:

a. Holding or acquiring an interest that would conflict with this Agreement;

b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;

c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or

d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.

3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.

a. If the Grantee has a documented policy related to travel

reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

- b. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
- c. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

- 1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
- 2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

- 1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
- 2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG

20 37 12 19.

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

- b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance.
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 3. Require that subcontractors maintain the required insurances contained in this Section.
 - 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
 - 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

- 1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
- 2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

- 1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: <http://apps.michigan.gov/ichat>
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>

2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

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

A. Reimbursement

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

B. Report Forms

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

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

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

B. Anti-Lobbying Act

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

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which

- prohibits discrimination based on race, color or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Federal Requirement: Pro-Children Act

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

F. Hatch Act and Intergovernmental Personnel Act

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

G. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

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

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

J. Procurement of Recovered Materials

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

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

K. Subcontracts

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

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

prevail.

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

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
 - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under

this Agreement.

2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

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

O. Survival

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

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

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

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

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

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

through or on behalf of, the receiving party).

4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

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

IV. Financial Requirements

A. Operating Advance

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

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's

assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
 - b. A hearing by an impartial official.
 - c. An opportunity for the Grantee to examine the Department's associated records.
 - d. An opportunity for the Grantee to present evidence in person or in writing.
 - e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
 - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

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

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

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

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and

objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

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

D. Reimbursement Mechanism

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

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

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

2. Department-wide Payment Suspension

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

3. Final FSRs

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

F. Unobligated Funds

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

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

V. Agreement Termination

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

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

VI. Stop Work Order

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

VII. Final Reporting Upon Termination

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

VIII. Severability

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

IX. Waiver

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

X. Amendments

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

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

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

XII. State of Michigan Agreement

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

A Attachment A - Statement of Work

Objective :	Provide notices to crime victims as defined in the William Van Regenmorter Crime Victim Rights Act of 1985.
Activity :	Provide specific information to each victim as mandated in MCL 780.756
Responsible Staff :	Victim Rights Unit
Date Range :	10/01/2022 - 09/30/2023
Expected Outcome :	One hundred percent of of crime victims will be provided information under this section within 7 days of the defendant's arraignment.
Measurement :	Adult Case Tracking Juvenile Case Tracking OnBase
Activity :	Provide specific information to each victim as mandated by MCL 780.786
Responsible Staff :	Victim Rights Staff
Date Range :	10/01/2022 - 09/30/2023
Expected Outcome :	100% of victims will be provided information under this section within 72 hours after filing a juvenile petition.
Measurement :	Adult Case Tracking Juvenile Case Tracking OnBase
Activity :	Provide specific information too each victim as mandated by MCL 780.816
Responsible Staff :	Victim Rights Staff
Date Range :	10/01/2022 - 09/30/2023
Expected Outcome :	100% of victims will receive information under this section within 48 hours after arraignment/plea.
Measurement :	Adult Case Tracking Juvenile Case Tracking OnBase
Activity :	Inform the victim of the defendant's conviction and the victim's right to make a written or oral Victim Impact Statement pursuant to 780.763, 780.765, 780.792, 780.793, 780.823, 780.825.
Responsible Staff :	Victim Rights Unit
Date Range :	10/01/2022 - 09/30/2023
Expected Outcome :	100% of requesting victims will receive notice of this right
Measurement :	Adult Case Tracking Juvenile Case Tracking OnBase
Activity :	Provide the victim with an applicable post-conviction notice form pursuant to MCL 780.763a(1), 780.791a, 780.828a
Responsible Staff :	Victim Rights Unit
Date Range :	10/01/2022 - 09/30/2023
Expected Outcome :	100% of victims will receive this information
Measurement :	Adult Case Tracking Juvenile Case Tracking OnBase
Activity :	Inform the victim of their right to receive notice of appeal pursuant to MCL 780.768a
Responsible Staff :	Victim Rights Unit
Date Range :	10/01/2022 - 09/30/2023
Expected Outcome :	100% of requesting victims will receive notice of their right to be informed of an appeal

Measurement :	Adult Case Tracking Juvenile Case Tracking OnBase
Objective :	Advocate will provide victim advocacy services from a systems-based prospective
Activity :	Victim advocate(s) will provide courtroom accompaniment when requested by the victim, prosecutor, or local agencies.
Responsible Staff :	Victim Rights Unit
Date Range :	10/01/2022 - 09/30/2023
Expected Outcome :	100% of victims requesting courtroom accompaniment will receive this advocacy service
Measurement :	Spreadsheet or comparable system.
Objective :	Victim Advocates will obtain continuing education hours to increase individual expertise in the field of victim advocacy.
Activity :	Attend Division of Victim Services conferences
Responsible Staff :	Victim Rights Unit Staff
Date Range :	10/01/2022 - 09/30/2023
Expected Outcome :	100% of funded staff under this grant agreement will have achieved sixteen continuing education hours by the end of grant year.
Measurement :	Training Log or Certificate of Attendance
Objective :	Grantee will comply with the reporting requirements of the grant agreement
Activity :	Ensure all quarterly reports are complete and submitted in a timely manner.
Responsible Staff :	Victim Rights Coordinator
Date Range :	10/01/2022 - 09/30/2023
Expected Outcome :	Quarterly grant reports as well as any grant applications will be submitted on time.
Measurement :	Electronic Grants Administration & Management System (EGrams)

B1 Attachment B1 - Program Budget Summary

PROGRAM Victim Rights Prosecutor-2023			DATE PREPARED 9/9/2022		
CONTRACTOR NAME St Clair County of Prosecutors Office			BUDGET PERIOD From : 10/1/2022 To : 9/30/2023		
MAILING ADDRESS (Number and Street) 201 McMorran Blvd Ste. 3300			BUDGET AGREEMENT ☒ Original ☐ Amendment		AMENDMENT # 0
CITY Port Huron	STATE MI	ZIP CODE 48060-4006	FEDERAL ID NUMBER 38-6006420		

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	162,311.00	162,311.00
2	Fringe Benefits	0.00	0.00
3	Employee Travel and Training	200.00	200.00
4	Supplies & Materials	246.00	246.00
5	Subawards – Subrecipient Services	0.00	0.00
6	Contractual - Professional Services	0.00	0.00
7	Communications	0.00	0.00
8	Grantee Rent Costs	0.00	0.00
9	Space Costs	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00
11	Client Assistance - Rent	0.00	0.00
12	Client Assistance - All Other	0.00	0.00
13	Other Expense	7,732.00	7,732.00
Total Program Expenses		170,489.00	170,489.00
TOTAL DIRECT EXPENSES		170,489.00	170,489.00
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		170,489.00	170,489.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	MDHHS State Agreement	170,489.00	170,489.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Non-MDHHS State Agreements	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
	In-Kind	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Total Source of Funds	170,489.00	170,489.00	0.00	0.00
	Totals	170,489.00	170,489.00	0.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages					
	Advocate	1640.0000	29.320	0.000	FTE	48,085.00
	Advocate	1950.0000	22.280	0.000	FTE	43,446.00
	Advocate	1950.0000	18.310	0.000	FTE	35,705.00
	Advocate	1456.0000	24.090	0.000	HRS	35,075.00
Total for Salary & Wages						162,311.00
2	Fringe Benefits					
3	Employee Travel and Training					
	Air Fare	0.0000	0.000	0.000		100.00
	Lodging	0.0000	0.000	0.000		100.00
Total for Employee Travel and Training						200.00
4	Supplies & Materials					
	Office Supplies	0.0000	0.000	0.000		246.00
5	Subawards – Subrecipient Services					
6	Contractual - Professional Services					
7	Communications					
8	Grantee Rent Costs					
9	Space Costs					
10	Capital Expenditures - Equipment & Other					
11	Client Assistance - Rent					
12	Client Assistance - All Other					
13	Other Expense					
	Direct Victim Needs	0.0000	0.000	0.000		7,732.00
Total Program Expenses						170,489.00
TOTAL DIRECT EXPENSES						170,489.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					
2	Cost Allocation Plan					

	Line Item	Qty	Rate	Units	UOM	Total
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						170,489.00

- B3 Attachment B3 - Equipment Inventory Schedule**
Attachment B3 - Equipment Inventory Schedule
- C Attachment C - Performance Report Requirements**
Attachment C - Performance/Progress Report Requirements
- E Attachment E - Program Requirements**
Attachment E - Program Specific Requirements

2021 Interlocal Agreement between Macomb County and St. Clair County for the Homeland Security Grant Program Approval

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	2021 Interlocal Agreement between Macomb County and St. Clair County for the Homeland Security Grant Program	10/26/2022	Cover Memo
📎	2021 Interlocal Agreement	10/26/2022	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 & Justin Westmiller, Emergency Management Director

Date: October 25, 2022

Re: 2021 Interlocal Agreement between Macomb County and St. Clair County for the Homeland Security Grant Program

Attached is the 2021 Interlocal agreement between Macomb County and St. Clair County for the 2021 Homeland Security Grant Program.

The Homeland Security Grants are used to implement goals and objectives included in the State Homeland Security Strategies and Initiatives. This includes supporting terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, response to, and recovery from terrorism. The grant is also used to enhance regional preparedness in major metropolitan areas, and also supports the National Priority on expanding regional collaboration in the National Preparedness Guidelines and is intended to assist participating jurisdictions in developing integrated regional systems for prevention, protection, response, and recovery.

St. Clair County is being awarded a total of \$298,086. Of this amount, \$19,560 must be used for SHSP (State Homeland Security Program) allowable activities, and \$278,526 must be used for UASI (Urban Area Securities Initiative) allowable activities.

Prior awards include the following:

2020 Homeland Security Grant Program - \$300,914
2019 Homeland Security Grant Program - \$286,969
2018 Homeland Security Grant Program - \$291,199
2017 Homeland Security Grant Program - \$313,348
2016 Homeland Security Grant Program - \$328,521

We recommend approving the 2021 Interlocal agreement with Macomb County at the November 17, 2022 Board of Commissioners meeting.

**2021 HOMELAND SECURITY GRANT PROGRAM
INTERLOCAL FUNDING AGREEMENT
BETWEEN
MACOMB COUNTY
AND
ST. CLAIR COUNTY**

This Interlocal Funding Agreement ("the Agreement") is made between Macomb County, Michigan Municipal Corporation, 1 S. Main, Mt. Clemens, MI 48043 ("Fiduciary"), St. Clair County, 200 Grand River Ave., Port Huron, MI 48060, a Michigan Municipal Corporation ("Political Subdivision"). In this Agreement the Fiduciary and the Political Subdivision may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, the Fiduciary and the Political Subdivision enter into this Agreement for the purpose of passing through 2021 Homeland Security Grant Program (Grant Program) funds to the Political Subdivision; delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision, and the Region 2 Planning Board regarding the Grant Program; and addressing use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or overtime with Grant Program funds.

Macomb County, Michigan was elected and appointed Fiduciary for the 2021 Homeland Security Grant Program by Region 2 Planning Board at its November 17, 2021 meeting.

Macomb County accepted the position of Fiduciary and as a result entered into the 2021 Homeland Security Grant Program Agreement with the State of Michigan and became the Subgrantee for the Grant Program.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are

imposed on, incurred by, or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

- 1.3. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.4. **Fiduciary** means Macomb County, a Michigan Municipal Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, and/or any such persons successors.
- 1.5. **Political Subdivision** means a Michigan Municipal Corporation including, but not limited to, it's Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
- 1.6. **Region** means the area comprised of the City of Detroit and Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties. This Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.
- 1.7. **Region 2 Homeland Security Planning Board ("Region 2 Planning Board")** means the Regional Homeland Security Planning Board for Region 2, as created by the Michigan Homeland Protection Board, and is comprised of the City of Detroit and Macomb, Monroe, Oakland, St Clair, Washtenaw, and Wayne Counties. The Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.
- 1.8. **2021 Homeland Security Grant Program ("Grant Program")** means the grant program described and explained in Exhibit B which began September 1, 2021 and ends May 31, 2024. The Grant Program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation.
2. **AGREEMENT EXHIBITS.** The Exhibits listed below and their properly promulgated amendments are incorporated and are part of this Agreement.
 - 2.1. **Exhibit A** – Region 2 Homeland Security Planning Board meeting minutes from November 17, 2021; re: 2021 Homeland Security Grant Program Fiduciary;
 - 2.2. **Exhibit B** – 2021 Homeland Security Grant Program Agreement between the Fiduciary and the State;
3. **FIDUCIARY RESPONSIBILITIES.**
 - 3.1. The Fiduciary shall comply with all requirements set forth in the Grant Program Agreement between the Fiduciary and the State of Michigan, attached as Exhibit B.

- 3.2. The Fiduciary shall comply with all requirements set forth in the 2021 Homeland Security Grant Program Guidance.
- 3.3. The Fiduciary shall submit all required project forms to the State for review and approval which the Political Subdivision has submitted to the Fiduciary and been approved by the Region 2 Homeland Security Planning Board.
- 3.4. The Fiduciary shall reimburse the Political Subdivision, for the equipment, services and/or personnel costs as set forth in the forms as supplied and required by the State and the applicable reimbursement forms reviewed and approved by the State. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by the State and the Fiduciary, are properly executed by the Parties. The Fiduciary's Emergency Management representative/designee shall execute the forms on behalf of the Fiduciary and the Emergency Management Coordinator shall execute the forms on behalf of the Political Subdivision. The Fiduciary in its sole discretion shall determine if the reimbursement forms are properly executed.
- 3.5. The Fiduciary shall create and maintain, an inventory of all equipment purchased with Grant Program funds in accordance with 2 CFR, Part 200.313 located at <http://www.ecfr.gov>.
- 3.6. The Fiduciary shall notify the Political Subdivision at the end of the Fiduciary's fiscal year of the dollar amount of Grant Program funds released to the Political Subdivision for that fiscal year. This amount shall include the dollar amount of equipment purchased with Grant Program funds by the Political Subdivision.
- 3.7. The Fiduciary shall file this Agreement pursuant to law and provide executed copies of this Agreement to the Region 2 Planning Board Secretary and the Political Subdivision.

4. POLITICAL SUBDIVISION RESPONSIBILITIES.

- 4.1. The Political Subdivision is entitled to reimbursement of allowable expenses for the Grant Program in an amount not to exceed \$19,560.00 in the SHSP funding source; and \$278,526.00 in the UASI funding source. This amount does not include Grant Program funds allocated to the Region 2 Designated Funding Allocation.
- 4.2. The Political Subdivision shall prepare all required forms for the use of Grant Program funds and shall submit such forms to the Region 2 Planning Board for review and approval via the process designated by the Region 2 Planning Board. Upon approval from the Region 2 Planning Board, the Fiduciary will forward the required forms to the State for review and approval.
- 4.3. All funds allocated to the Political Subdivision in Section 4.1 require proof of encumbrance or requests for reimbursement received by the Fiduciary no later than 5:00 p.m. on November 30, 2023. Grant funds which are not encumbered or which do not have reimbursement requests received by the Fiduciary by this date will be reallocated to the Region 2 Designated Funding Allocation.

- 4.4. The Political Subdivision shall use the equipment purchased with Grant Program funds, and all Grant Program funds in accordance with the 2021 Homeland Security Grant Program Guidance.
- 4.5. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment purchased with Grant Program funds regardless of who purchased the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or “home-base” where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon receipt of the equipment by the Political Subdivision and continue until three (3) years after the close of this Grant Program.
- 4.6. The Political Subdivision shall list the dollar amount provided by the Fiduciary pursuant to Section 3.6 on the Political Subdivision’s Schedule of Expenditures of Federal Awards.
- 4.7. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues associated with disposal of the equipment.
- 4.8. The Political Subdivision shall make the equipment available to the Fiduciary, the State and Federal Auditors upon request.
- 4.9. The Political Subdivision shall comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds.
- 4.10. The Political Subdivision shall comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to the following provisions:
 - a. Account for receipts and expenditures; maintain adequate financial records and refund expenditures disallowed by federal or state audit.
 - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.
 - d. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- 4.11. The Political Subdivision must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial

and ethnic populations, in accordance with Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Executive Order 13347.

- 4.12. Environmental and Historic Preservation Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The Environmental and Historic Preservation (EHP) program engages in a review process to ensure that federally-funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural and low-income and minority populations. The Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.
- 4.13 The Political Subdivision shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq) for grant funded construction projects. The Political Subdivision must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations is located at: <http://www.dol.gov/whd/govcontracts/dbra.htm>.
- 4.14 Upon request, the Political Subdivision will supply to the Subgrantor any information required to meet federally- mandated reporting requirements, including, but not limited to, requirements related to the *Federal Funding Accountability and Transparency Act of 2006* (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the *Government Funding Transparency Act of 2008* (Public Law 110-252) and DHS program specific reporting requirements.
- 4.15 The Political Subdivision must acknowledge and agree to comply with applicable provisions governing U.S. Department of Homeland Security (DHS) access to records, accounts, documents, information, facilities, and staff. The Political Subdivision also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.
- 4.16 The political subdivision shall comply with any minimum expenditures established by the Region 2 Homeland Security Planning Board intended to ensure compliance with DHS National Priorities (NP) and the Law Enforcement Terrorism Prevention Allocation (LETPA), as well as any maximum personnel expenditures established by the board to ensure compliance with the PRICE Act.

5. **REGION 2 PLANNING BOARD RESPONSIBILITIES.** The Parties agree and acknowledge that the Region 2 Planning Board shall have the following responsibilities:
- 5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;
 - 5.2. Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;
 - 5.3. Hold public meetings, subject to the Michigan Open Meetings Act;
 - 5.4. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State homeland security program requirements;
 - 5.5. Establish sub-committees to carry out its work;
 - 5.6. Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and
 - 5.7. Review and approve all required forms for the expenditure of Grant Program funds that are submitted.
 - 5.8. Ensure that all grant projects are aligned to the appropriate Threat and Hazard Identification and Risk Assessment (THIRA). Projects to be funded by SHSP must support closing a capability gap identified in the State of Michigan THIRA. Projects to be funded by UASI must support closing a capability gap identified in the Detroit/Southeast Michigan THIRA.
 - 5.9. Ensure the Subgrantee, in its role as regional fiduciary, is fully apprised of all projects approved by the Region 2 Homeland Security Planning Board.
 - 5.10. Develop and implement a stand-alone Southeast Michigan Urban Area Security Initiative (SEMI UASI) Multi-Year Training and Exercise Plan or provide evidence of the SEMI UASI's adoption and utilization of the state's Multi-Year Training and Exercise Plan.
 - 5.11. Establish minimum expenditures for each political subdivision to support implementation of the NP and LETPA, and maximum personnel expenditures to ensure compliance with the PRICE Act.
6. **DURATION OF INTERLOCAL AGREEMENT.**
- 6.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party and shall end three (3) years from the date the Grant Program is closed. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

7. **LIABILITY/ASSURANCES.**

- 7.1. Each Party shall be responsible for any Claim made against that Party by a third party, and for the acts of its employees or agents arising under or related to this Agreement.
- 7.2. In any Claim that may arise under or relate to this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.
- 7.3. Neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or agents in connection with any Claim.
- 7.4. Notwithstanding any other provision of this Agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of Grant Program funds that it receives or the use or misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- 7.5. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 7.6. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement, attached as Exhibit B, and the 2021 Homeland Security Grant Program Guidance.

8. **TERMINATION OR CANCELLATION OF AGREEMENT.** Either Party may terminate and/or cancel this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the Parties' duties and obligations regarding equipment transferred to the Political Subdivision and the Parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and/or cancellation.

9. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

10. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

11. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
12. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
16. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 17.1. If Notice is sent to the Fiduciary, it shall be addressed and sent to: Macomb County Office of Emergency Management and Communications, 117 S. Groesbeck, Mt. Clemens, MI 48043.
 - 17.2. If Notice is sent to the Political Subdivision, it shall be addressed to: William Kauffman, St. Clair County, 200 Grand Rive Ave., Suite 203, Port Huron, MI 48060.
 - 17.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
18. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

19. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

20. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF,

EXECUTED: _____


Andrew S. McKinnon
Deputy County Executive
County of Macomb

DATE: 10/20/2022

WITNESSED: _____



DATE: 10/22/2022

Political Subdivision: St. Clair County

EXECUTED: _____

DATE: _____

WITNESSED: _____

DATE: _____