



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**

October 7, 2021 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. FY21 Amended Blue Water D.R.P. LLC Subcontract - Mental Health Court
 - B. FY21 Huron House Subcontract - Mental Health Court
 - C. 2021/2022 Child Care Fund Budget
 - D. FY 2022 Residential Substance Abuse Treatment Grant Award
 - E. FY2021 Emergency Management Performance Grant (EMPG) Agreement
 - 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.

FY21 Amended Blue Water D.R.P. LLC Subcontract - Mental Health Court

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 FY21 Amended BW Drp Subcontract	9/27/2021	Exhibit
📎 Memo	9/27/2021	Cover Memo

AMENDED

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

Blue Water D.R.P. LLC

Federal ID Number: 26-4770411

Contract Number: 21653

Grant Amount: \$337,661

1. GENERAL PROVISIONS

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

1.02 The maximum amount of this agreement shall not exceed \$15.00 per Urinalysis test, \$3.00 PBT test and/or \$25.00 Saliva testing; total \$32,455.00. Any changes to the maximum amount, rates, units, or hours must be in writing and signed by both parties.

1.03 This contract is for the FY2021 MMHCGP.

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

2. TERM OF CONTRACT

2.01 This contract commences on October 1, 2020 and terminates on September 30, 2021 at 11:59 p.m.

3. RELATIONSHIP

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

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

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

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

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

4. SCOPE OF SERVICES

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

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

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

5. PERFORMANCE AND BUDGET

5.01 The Court agrees to provide the Subcontractor a sum not to exceed \$21,000 for the Court program operated pursuant to this contract.

5.02 Subcontractor equipment purchases are prohibited.

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

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

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

6. CONDUCT OF THE PROJECT

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

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

activities of such program or service to a comparable secular alternative program or service.

7. ASSIGNMENT

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

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

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

8. CONFIDENTIAL INFORMATION

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

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

9. HUMAN SUBJECTS

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

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

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

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

11. RIGHTS TO WORK PRODUCT

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

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

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

12. WRITTEN DISCLOSURE

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

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

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

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

13. INSURANCE

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

14. INDEMNITY

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

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

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

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

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

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

15. ACQUISITION, ACCOUNTING, RECORDKEEPING, AND INSPECTION

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

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

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

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

16. PROGRAM REVIEW AND MONITORING

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

17. REDUCTION/SUSPENSION/TERMINATION

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

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

termination by the Court may occur:

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

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

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

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

17.07 This agreement may be terminated immediately if the Subcontractor, an official of the Subcontractor, or an owner of a 25% or greater share of the Subcontractor is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; convicted of any other criminal offense which reflects on the Grantee's business integrity.

18. COMPLIANCE WITH LAWS

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

19. MICHIGAN LAW

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

20. CONFLICT OF INTEREST

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

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

21. DEBT TO STATE OF MICHIGAN

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

22. DISPUTES

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

days of discovery of the alleged breach.

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

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

23. ENTIRE AGREEMENT

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

24. AMENDMENT

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

25. DELIVERY OF NOTICE

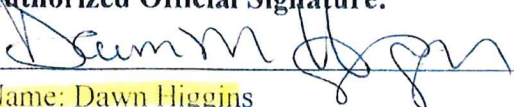
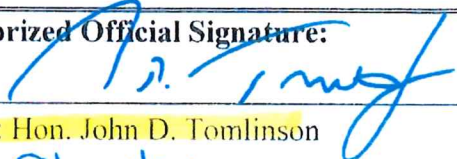
25.01 Written notices and communications required under this contract shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

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

26. SIGNATURE OF PARTIES

26.01 This contract becomes effective when signed by the parties.

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

Subcontractor: Blue Water D.R.P. LLC Address: 1824 Pine Grove Avenue City, State, & Zip: Port Huron, MI 48060 Phone: (810) 966-0006 Fax: (810) 966-9614	Court: 72 nd District Court-Adult Mental Health Court Address: 201 McMorran Blvd. City, State & Zip: Port Huron, MI 48060 Phone: (810) 985-2184 Fax: (810) 985- 2179
Authorized Official Signature:  Name: Dawn Higgins Date: 9/27/21	Authorized Official Signature:  Name: Hon. John D. Tomlinson Date: 9/24/21
Authorized Official Signature: Name: Karry A. Hepting, St. Clair County Administrator/Controller Date:	

MEMORANDUM

DATE: September 24, 2021
TO: St. Clair County Board of Commissioners
CC: Hon. John D. Tomlinson
FROM: Rebecca Shafran, MHC Coordinator
SUBJECT: **AMENDED-**FY21 MMHCGP Sub-Contract with Blue Water D.R.P. LLC-

With your permission, I am requesting to place the **AMENDED-** FY21 MMHCGP Sub-Contract with Blue Water D.R.P. LLC on the agenda for October 7, 2021 Standing Committee Meeting for final action, approval, and signature. This is the final quarter of the FY21 grant and final action is requested in order to pay the vendor before the fiscal year due date.

The maximum amount of the agreement exceeded the original amount of \$21,000.00. The amended total sum to be paid to Blue Water D.R.P. LLC under this agreement will not exceed \$32,455.00. The increase in drug testing is largely due to an increase in MHC accepted participants and resuming regular practices after the pandemic.

The Mental Health Court agrees to pay Blue Water D.R.P. LLC directly and the court will then send the invoices to the State Court Administrative Office for reimbursement.

Rebecca Shafran
MHC Coordinator

Attachments: **AMENDED-** FY21 MMHCGP Sub-Contract with Blue Water D.R.P. LLC

FY21 Huron House Subcontract - Mental Health Court

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo	9/27/2021	Cover Memo
📎	FY21 Huron House Subcontract	9/27/2021	Exhibit

MEMORANDUM

DATE: September 24, 2021
TO: St. Clair County Board of Commissioners
CC: Hon. John D. Tomlinson
FROM: Rebecca Shafran, MHC Coordinator
SUBJECT: FY21 MMHCGP Sub-Contract with Huron House Inc.

With your permission, I am requesting to place the FY21 MMHCGP Sub-Contract with Huron House Inc. on the agenda for October 7, 2021 Standing Committee Meeting for final action, approval, and signature. This is the final quarter of the FY21 grant and final action is requested in order to pay the vendor before the fiscal year due date.

The maximum amount of the agreement exceeded the original budgeted amount of \$6,000.00. The amended total sum to be paid to Huron House Inc. under this agreement will not exceed \$12,220.00. The increase in drug testing is largely due to an increase in MHC accepted participants and resuming regular practices after the pandemic.

The Mental Health Court agrees to pay Huron House Inc. directly and the court will then send the invoices to the State Court Administrative Office for reimbursement.

Rebecca Shafran
MHC Coordinator

Attachments: FY21 MMHCGP Sub-Contract with Huron House Inc.

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

Huron House Inc.

Federal ID Number: 38-2265671

Contract Number: 21653

Grant Amount: \$337,661

1. GENERAL PROVISIONS

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1.02 The maximum amount of this agreement shall not exceed \$20.00 per Urinalysis test and/or \$30.00 Saliva testing; total \$12,220.00. Any changes to the maximum amount, rates, units, or hours must be in writing and signed by both parties.

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

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

8. CONFIDENTIAL INFORMATION

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

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

9. HUMAN SUBJECTS

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

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

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

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

11. RIGHTS TO WORK PRODUCT

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

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

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

12. WRITTEN DISCLOSURE

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

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

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

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

13. INSURANCE

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

14. INDEMNITY

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

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

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

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

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

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

15. ACQUISITION, ACCOUNTING, RECORDKEEPING, AND INSPECTION

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

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

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

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

16. PROGRAM REVIEW AND MONITORING

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

17. REDUCTION/SUSPENSION/TERMINATION

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

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

termination by the Court may occur:

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

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

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

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

17.07 This agreement may be terminated immediately if the Subcontractor, an official of the Subcontractor, or an owner of a 25% or greater share of the Subcontractor is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; convicted of any other criminal offense which reflects on the Grantee's business integrity.

18. COMPLIANCE WITH LAWS

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

19. MICHIGAN LAW

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

20. CONFLICT OF INTEREST

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

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

21. DEBT TO STATE OF MICHIGAN

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

22. DISPUTES

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

days of discovery of the alleged breach.

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

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

23. ENTIRE AGREEMENT

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

24. AMENDMENT

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

25. DELIVERY OF NOTICE

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

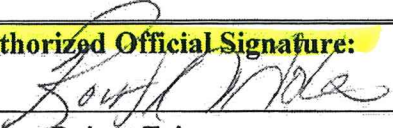
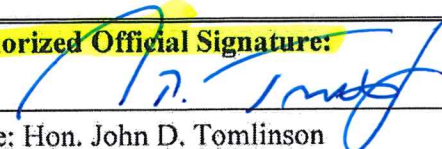
A. The Subcontractor's contact person is
Robert Toles, Owner
Huron House Inc.
3525 24th Street
Port Huron, MI 48060

B. The Court's contact person is
Rebeccah Shafran
72nd District Court
201 McMorran Blvd.
Port Huron, MI 48060

26. SIGNATURE OF PARTIES

26.01 This contract becomes effective when signed by the parties.

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

Subcontractor: Huron House Inc. Address: 3525 24 th Street City, State, & Zip: Port Huron, MI 48060 Phone: (810) 984-8781 Fax: (810) 984-5728	Court: 72 nd District Court-Adult Mental Health Court Address: 201 McMorran Blvd. City, State & Zip: Port Huron, MI 48060 Phone: (810) 985-2184 Fax: (810) 985- 2179
Authorized Official Signature: 	Authorized Official Signature: 
Name: Robert Toles Date: 9-24-2021	Name: Hon. John D. Tomlinson Date: 9/27/21
Authorized Official Signature:	
Name: Karry A. Hepting, St. Clair County Administrator/Controller Date:	

2021/2022 Child Care Fund Budget

Summary:

ATTACHMENTS:

Description	Upload Date	Type
 letter to BOC CCF 21-22 Budget	9/29/2021	Cover Memo
 2021-22 2091_CCF	9/29/2021	Cover Memo

STATE OF MICHIGAN



ST. CLAIR COUNTY
31ST JUDICIAL CIRCUIT COURT
FAMILY DIVISION
201 McMORRAN BLVD.
PORT HURON, MICHIGAN 48060
Family Division (810) 985-2155

MICHAEL K. MCMILLAN
COURT ADMINISTRATOR
NATHAN D. ROSKEY
DIRECTOR OF JUVENILE SERVICES

HON. ELWOOD BROWN
PRESIDING JUDGE
FAMILY DIVISION
HON. JOHN TOMLINSON
JUDGE OF PROBATE
SAMANTHA LORD
ATTORNEY REFEREE

To: Board of Commissioners
From: Michael McMillan, Circuit/Probate/Family Court Administrator
Date: September 28, 2021
Re: Child Care Fund

The Family Division is respectfully requesting that the Board of Commissioners approve the attached 2021/2022 Child Care Fund Budget Summary. Once again, we are not seeking an increase from last year's budget appropriation as we have successfully managed to roll increased employee costs into the existing budget:

We graciously thank the Board for their continued support of our meaningful programs. As always, please feel free to contact me if you have any questions or would like additional information.

County Child Care Budget Summary (DHS-2091)

Michigan Department of Health and Human Services (MDHHS)

Children's Services Agency

St. Clair County for October 1, 2021 through September 30, 2022

Organization	Court Contact Person	Telephone Number	Email Address
St. Clair County	Michael McMillan - CCF Judges Delegate	(810) 985-2181	mmcmillan@stclaircounty.org
Fiscal Year	MDHHS Contact Person	Telephone Number	Email Address
October 1, 2021 through September 30, 2022	Deborah Walbecq - CCF Organization Fiscal Staff	(810) 278-4372	walbecqd@michigan.gov

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Court or Tribal Supervised		\$0.00	\$1,328,995.29	\$1,328,995.29
B. In-Home Care		\$0.00	\$4,360,073.48	\$4,360,073.48
C. County/Court-Operated Facilities		\$0.00	\$0.00	\$0.00
D. Subtotals (A+B+C)		\$0.00	\$5,689,068.77	\$5,689,068.77
E. Revenue		\$0.00	\$0.00	\$0.00
F. Net Expenditure		\$0.00	\$5,689,068.77	\$5,689,068.77

Cost Sharing Ratios	County 50% / State 50%	Anticipated Expenditures		
		MDHHS	Court	Combined
A. Out of Home Care - Neglect Abuse		\$0.00	\$0.00	\$0.00
Please Note: The <i>Neglect/Abuse Out-of-Home Care</i> amount reflects ONLY the county court's share of these expenditures. Effective October 2019 the State of Michigan pays 100% of Neglect/Abuse Out-of-Home placements and the county then reimburses the state 50%.				

Cost Sharing Ratios	County 0% / State 100% \$15,000.00 Maximum	MDHHS	Court	Combined
Basic Grant		\$0.00	\$0.00	\$0.00

Total Expenditure	\$5,689,068.77
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BUDGET DEVELOPMENT CERTIFICATION	
THE UNDERSIGNED HAVE PARTICIPATED IN DEVELOPING THE PROGRAM BUDGET PRESENTED ABOVE. We certify that the budget submitted above represents an anticipated gross expenditure for the fiscal year: October 1, 2021 through September 30, 2022; and any requests for reimbursement shall adhere to all state law, administrative rules and child care fund handbook authority.	
Presiding Judge	Date
County Director of MDHHS Signature	Date
Chairperson, Board of Commissioner's Signature	Date
And/or County Executive Signature	Date
Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.	AUTHORITY: Act 87, Publication of of 1978, as amended. COMPLETION: Required. PENALTY: State reimbursement will be withheld from local government.

FY 2022 Residential Substance Abuse Treatment Grant Award

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Memo RSAT FY22 grant agreement	10/1/2021	Cover Memo
📎 RSAT grant FY22	10/1/2021	Cover Memo



COUNTY OF ST. CLAIR



OFFICE OF THE ADMINISTRATOR/CONTROLLER

KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant and Olivia DeMoss, RSAT Coordinator

Date: October 1, 2021

Re: FY 2022 Residential Substance Abuse Treatment grant award

Attached is the FY 2022 Residential Substance Abuse Treatment grant award. This grant is a Federal grant that is administered by the State of Michigan. The grant funds are used for residential substance abuse treatment for County residents.

The Federal share of this grant is \$192,742 with a 25% required match. Region 10 PIHP will pay \$38,187, the Sheriff's Commissary fund will pay 9,587, and the Jail will pay \$16,473, for a total award of \$256,989.

St. Clair County has been receiving these grants funds for over 10 years. There are a few changes to this grant for FY22. The Case Manager position is being restored to full time. The grant is now including the training of inmates to administer Nar can, and provided with kits.

The funding has been primarily spent on Phase I activities at the Intervention Center. When there are additional funds, they are spent on one time projects, such as officer training, computers, and resource library books. Phase I is the psycho-educational portion of the program.

The St. Clair County Sheriff's Office is requesting approval of the FY2022 Residential Substance Abuse Treatment grant award at the October 21, 2021 Board meeting.



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

September 27, 2021

Ms. Olivia DeMoss
St. Clair County Sheriff's Department
1170 Michigan Road
Port Huron Township, Michigan 48060

RE: MSP # RSAT-90005-St. Clair Co. Sheriff's Dept.-2022
St. Clair County Residential Substance Abuse Treatment

Dear Ms. DeMoss:

I am delighted to inform you the St. Clair County Sheriff's Department's Residential Substance Abuse Treatment grant application to the Michigan State Police (MSP), Grants and Community Services Division, has been selected to receive funding. The federal funds award for the project, pending modifications and finalization of the Grant Agreement (contract), is \$192,742. The required cash match is \$64,247.

You have received an email from our office advising you of specific requirements for your grant and/or the procedure for making necessary modifications to your application prior to accepting a contract with the MSP. It is crucial that you read through the entire contract to ensure you and your financial officer are aware of and able to abide by the grant requirements. I strongly encourage you to thoroughly review the contract as contract requirements will be enforced.

Non-compliance of contract requirements may result in grant suspension and/or financial penalties. This includes timely submission of progress reports, time certifications, the civil rights compliance certification, and financial status reports. Remember, this is a reimbursement-only grant. All expenses must be paid by your agency prior to seeking reimbursement from the grant.

By accepting this award, your agency also agrees to give recognition to the MSP and the U.S. Department of Justice in any and all publications, papers, press releases, and presentations arising from the funded project (this also applies to your subcontractors). The required disclaimer will be provided in Section VIII of your Grant Agreement, which will be made available to you upon acceptance of this award by your authorized official in the MAGIC+ system. The paragraph that must be placed on all materials is:

"This project was supported by RSAT grant #2019-J2-BX-0034 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the MSP or DOJ."

If you have any questions or concerns about your award, please contact your grant advisor, Ms. Leslie Wagner, at wagnerl2@michigan.gov. We look forward to working with you.

Sincerely,

Nancy Becker Bennett, Division Director
Grants and Community Services Division

RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

County of St. Clair

1170 Michigan Rd. , Port Huron, Michigan 48060

Federal I.D. #: 38-6006420

hereinafter referred to as the "Contractor"

for

St. Clair County Sheriff's Dept

St. Clair County Residential Substance Abuse Treatment

MSP Project Number: RSAT-90005-St. Clair Co. Sheriff's Dept.-2022

I. Period of Agreement:

This Agreement shall commence on **10/01/2021** and continue through **09/30/2022**.

This Agreement is in full force and effect for the period specified.

All projects must be initiated within 60 days of the start date of this Agreement.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations :

- A. Including federal funds and required local match, the total amount of this Agreement is \$256,989.00.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$192,742.00.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.593.
- D. The CFDA Title is Residential Substance Abuse Treatment for State Prisoners.
- E. The federal agency name is U.S. Department of Justice.
- F. The federal grant award number is 2019-J2-BX-0034.
- G. The federal program title is Residential Substance Abuse Treatment for State Prisoners.

III. Grant Summary:

The Contractor's Grant Summary is outlined in Attachment 1, which is part of this Agreement through reference.

IV. Statement of Work:

The Contractor agrees to undertake, perform and complete the services described in Attachment 2, which is part of this Agreement through reference. Any change to the Statement of Work, by either the Contractor or Department, requires a formal Amendment in the Department's e-grants system, Michigan Automatic Grant Information Connection Plus (MAGIC+), available at <https://msp.intelligrants.com>.

V. Project Timeline:

The Contractor agrees to undertake, perform and complete the services within the timeline described in Attachment 2-A, which is part of this Agreement through reference. Any change to the Project Timeline, by either the Contractor or Department, requires a formal Amendment in MAGIC+.

VI. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachments 3-A and 3-B, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment in MAGIC+.

Budget deviation allowances are not permitted.

VII. Amendments:

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing, via MAGIC+, to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if made in MAGIC+ and accepted by both the Contractor and the Department.

VIII. Contractor Responsibilities:

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

A. Publication Rights:

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

This project is supported by Residential Substance Abuse Treatment for State Prisoners # 2019-J2-BX-0034, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.

2. The Department shall, in return, give recognition to the Contractor when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

B. Reporting Responsibilities:

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

C. Uniform Crime Report (UCR):

The Contractor, and all of its subcontractors, must comply with 1968 PA 319, as amended. This law requires county sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data to the Department.

D. Financial Reporting Requirements:

Financial reporting requirements shall be followed as defined within this section.

1. Reimbursement Method/Mechanism:

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.
- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon 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.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

2. Financial Status Report (FSR) Submission:

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting a FSR for each month of the Agreement period, as specified in MAGIC+. The various FSRs are outlined below:

a. Monthly FSR:

Monthly FSRs must be prepared and submitted to the Department in MAGIC+, no later than 30 days after the close of each calendar month. An example is found in Attachment 5, which is part of this agreement through reference. Each month's reimbursement request may only contain expenses from that month. Reimbursement requests that include more than one month's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.

b. Obligation Report:

An Obligation Report, based on annual guidelines, is a one-time FSR and must be submitted by the specified due date in MAGIC+. In this report, the Contractor will provide to the Department an estimate of total expenditures for the MAGIC+ date-specific Agreement period. The information from this report will be used to record the Department's year-end accounts payables and receivables for this Agreement.

c. Final FSR:

A Final FSR is due 30 days following the end of the fiscal year or Agreement period specified in MAGIC+. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.

3. Unobligated Funds:

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

4. Program Income:

The US DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long

as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GRANTS-208B) are to be filed quarterly in MAGIC+.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GRANTS-208A) in MAGIC+ within 30 days of the acceptance of this Agreement.

5. Audits:

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. Single Audit:

Contractors that expend \$500,000 or more in federal awards in the current fiscal year or expend \$750,000 or more in federal funds in a fiscal year after December 26, 2014 must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

b. Financial Statement Audit:

Contractors exempt from the Single Audit requirements that receive \$500,000 or more in **total funding** from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

c. Due Date and Submission Information:

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police
Grants and Community Services Division
Attn: Grants Coordination Unit
P.O. Box 30634
Lansing, Michigan 48909-0634

d. Penalty:

i. Delinquent Single Audit or Financial Statement Audit:

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department 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 Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and 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 Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

E. Performance/Progress/PMT Report Requirements:

The progress reporting methods, as applicable, shall be followed as described in Attachment 4, which is part of this Agreement through reference.

Progress reporting is due no later than 20 days after the end of each quarter through the federal Performance Measurement Tool (PMT) system located at <https://biapmt.ojp.gov/>. This link, as well as a user login and password, will be provided in MAGIC+ within 45 days of the start date of the Agreement.

When applicable, additional programmatic Progress Reports are due in MAGIC+ no later than 20 days after the end of each quarter.

F. Equipment Purchases and Title:

Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Contractor 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.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

G. Employee Time Certification:

It is the Contractor's obligation to notify the Department immediately when a Byrne JAG-funded employee (including employees of subcontractors):

- Is disabled or deceases while having been 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 days by another employee).

The Contractor's failure to comply with notification to the Department could result in loss of position funding from the Department.

All Agreement-funded employees, including employees of subcontractors, will complete and submit to the Contractor an executed GRANTS-214, Employee Time Certification form (Attachment 6). The Contractor will

submit the certifications to the Department semi-annually, by attaching this fully executed form to their e-grant in MAGIC+. This form will be provided to the Contractor by the Department.

H. 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. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

I. Authorized Access:

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

J. Subcontractor/Vendor Monitoring:

The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings of their subcontractors as required by OMB Circular A-133. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subgrantees are expending grant funds appropriately as approved in the MAGIC+ application and as specified through this Agreement, and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f).

1. Subcontracts:

Assure for any subcontracted service, activity or product:

- a. That the Contractor will submit copies of all executed subcontracts in MAGIC+ within 60 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 Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.

- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement;
 - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
 - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper month's FSR. **Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.**

K. Notification of Modifications:

The Contractor must 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 services, funding, or compliance with operational procedures.

L. Software Compliance:

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

M. Human Subjects:

The Contractor agrees that prior to the initiation of research, the Contractor will submit Institutional Review Board (IRB) application material for all research involving human subjects conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to a federally assured IRB for review and approval. All paperwork involving the IRB must be submitted to the Department.

N. Notification of Criminal or Administrative Investigations/Charges:

If any employee of the Contractor associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

O. Byrne JAG Local Funding:

The Contractor, and all of its subcontractors, must apply for any and all direct Byrne JAG funding from the DOJ for which it is eligible. The failure to submit the application is reason for termination of this Agreement.

IX. Department Responsibilities:

The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

X. Department Contract Manager/Administrator of the Agreement:

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is :

Ms. Nancy Becker Bennett, Division Director
Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, MI 48909-0634

Telephone: 517-284-3208
Fax: 517-284-3216
Email: beckern@michigan.gov

XI. Agreement Suspension/Termination:

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section VIII, N, of this Agreement during the term of this Agreement or any extension thereof.

XII. Final Reporting Upon Termination:

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

XIII. Severability:

If any provision of this Agreement or any provision 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.

XIV. Liability:

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental

immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.

- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

XV. Certifications and Assurances:

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the full execution of this Agreement.

XVI. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

A. Certifications:

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
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 grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

C. Debarment, Suspension and Other Responsibility Matters (Direct Recipient):

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at ojpcompliance@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
- d. 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,
- e. Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at ojpcompliance@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. Drug-Free Workplace:

- 1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:

- i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
Attn: Control Desk
810 7th Street, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for

literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).

It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. Notification:

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures in Attachment 7. Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly, as outlined in Attachment 7, but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. Training:

Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at <https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall

complete the required training and provide a signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

c. Monitoring:

The Department shall ensure that the Contractor is complying with all applicable civil rights laws and procedures by completing the Civil Rights Compliance Questionnaire, see Attachment 8, with the Contractor during site monitoring visits and desk audits.

7. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required, pursuant to 28 C.F.R. 42.301 *et seq.* If the Contractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Contractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEOP is on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at <https://www.ojp.gov/about/ocr/eeop.htm>.
8. If the Contractor is a governmental entity:
 - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
 - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

It is imperative that the Contractor understand that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are

unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. 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.

I. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
4. The Contractor 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 Contractor's employees.
5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XVII. Unallowable Expenses and Activities:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect costs rates or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- One-time events, prizes, or entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the Department is received.
- Honorariums.

- Management or administrative training or conferences, unless prior approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- Expert witness fees.
- Canines and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers.
- Food, refreshments, and snacks.

Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

XVIII. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XIX. Conflict of Interest:

The Contractor and Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XX. State of Michigan Agreement:

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XXI. Compliance with Applicable Laws:

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

XXII. Special Certification:

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

XXIII. Contractor Signature:

The Authorized Official's typed name below, in lieu of signature, represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances agreed to prior to application submission .

Name of Authorized Official	Title of Authorized Official
Jeffrey Bohm	County Commissioner

GRANT SUMMARY

Attachment 1

RSAT-90005-St. Clair Co. Sheriff's Dept.-2022

St. Clair proposes to provide an intensive cognitive behavioral treatment program addressing the substance abuse and criminal history of felony offenders, while they are incarcerated. The three phases of the program include Intensive Education, Therapeutic Groups and Re-entry planning. A case manager will provide release planning and aftercare as a component of the re-entry services.

STATEMENT OF WORK

Attachment 2

RSAT-90005-St. Clair Co. Sheriff's Dept.-2022

St. Clair County proposes to provide an intensive programming environment designed to target the substance abuse, criminal thinking and re-entry needs of the felony jail population. Eligible offenders will participate in a 3-phase program that includes intensive addiction education, intensive group therapy, cognitive behavioral therapy, groups addressing trauma and re-entry services to address the treatment and life skills deficits of the targeted offender in a multi-phase 90-day residential treatment program.

Services will be provided within the St. Clair County Intervention Center (SCCIC). Participants must demonstrate the ability to behave appropriately to be housed in general population, where programming is available. The Department of Corrections requires that Circuit Court Probation Officers complete the COMPAS Risk and Needs Assessment with defendants as part of the pre-sentence interview. The Probation Officer then uses the results to make recommendations for programming as part of the sentence. Previously, RSAT staff completed the COMPAS at intake, utilizing the results as part of the re-entry planning. Probation is now providing us with the COMPAS results at the time of sentencing, which our case manager utilizes to focus on the individual's needs for re-entry. In addition, when calibrated, the COMPAS will identify overall risk potential, criminal involvement, relationship and lifestyle issues and attitudes which enables the Case Manager to address those areas at the beginning of the program. The RSAT rules and policies are reviewed with each participant by the RSAT Case Manager and/or Project Director. The willingness to participate is determined at that time, and the onset of Phase I services are scheduled.

The 1st phase utilizes A New Direction, a cognitive-behavioral education curriculum developed by Hazelden Foundation. 1st phase uses three workbooks in this series: Drug and Alcohol Education, Criminal and Addictive Thinking, and Relapse Prevention. Second phase utilizes the Criminal Conduct and Substance Abuse Treatment: Strategies for Self-Improvement and Change, Pathways to Responsible Living: by Kenneth Wanberg.

First phase consists of 36 hours of didactic sessions, with assigned homework for the individual to complete prior to the next session. 1st phase is 3-4 weeks long, with the didactic sessions held 4 times a week. These sessions are facilitated by Prevention Specialists employed by Center for Human Resources. Phase 1 is funded by this grant, with the local match provided by Region 10, the designated Coordinating Agency for Genesee, Lapeer, Sanilac and St. Clair County. All services provided are reported to and approved by the Coordinating Agency, and the Prevention Specialists are credentialed through Region 10 and Michigan Certification Board for Addiction Professionals (MCBAP).

As with Phase 1, homework is assigned after each group in Phase 2, including an autobiography of the participant's substance abuse history. Second phase consists of 18 three hour therapy groups, which is completed in 6-7 weeks at the Intervention Center. Phase 2 groups are facilitated by Master's Level Clinicians, employed by Catholic Charities of Southeast Michigan, another local provider credentialed by Region 10 and MCBAP. Phase 2 groups primarily utilize cognitive behavioral therapy, trauma informed care and Motivational Interviewing.

3rd phase focuses on re-entry, and consists of developing a comprehensive aftercare plan, including referrals for outpatient counseling, ongoing medication assisted treatment, assistance with transportation, obtaining identification and recovery housing. The RSAT program has a case manager who works with participants, focusing on identifying specific needs for re-entry and linkage to community supports. At times, a residential rehab facility is recommended. Programs for substance abuse treatment must be licensed through the State of Michigan, and have a contract with Region 10. The case manager also provides supports while the individual is incarcerated, including preparation of resumes, applying for jobs online, mental health services, physical health referrals, educational resources and assisting in applying for public assistance/Medicaid and other benefits. Inmates also have access to the Spiritual Life programs, recovery support groups, mental health and medical services while incarcerated.

During FY 14, a specialized women's group addressing PTSD and Addiction to Trauma was developed for the female RSAT participants and two years later for them male participants. This group includes information on PTSD, group discussion for identifying the relationship between past trauma and unhealthy decisions, education on effective problem solving skills and developing individual crisis plans for dealing with situations when trauma becomes unmanageable. This group will continue at the same level in FY 22. Both are facilitated by Sacred Heart Rehabilitation Center, and use the "Seeking Safety" model.

STATEMENT OF WORK

Attachment 2

Relapse prevention is addressed initially in the first phase, with more emphasis in the second phase, and culminating with a relapse prevention plan developed with the 2nd phase therapist. The final phase focuses efforts on decreasing risk factors for recidivism and relapse to substance abuse and incarceration. Upon release from the program and incarceration, clients will have a detailed aftercare plan to be monitored and implemented with the support of court ordered supervision via the Probation Residential Program, Day Reporting, and Probation Department. Existing software available on the St. Clair County Network (Web COMPAS) will be used for assessments, case planning, and program evaluation. Participants identified during the course of their RSAT program as appropriate for further treatment services are referred to Region 10's Health Access line. When appropriate, participants are screened prior to their discharge from RSAT, and have an appointment scheduled with an outpatient Provider. We are able to initialize a medication assisted treatment (MAT) program, partnering with Sacred Heart to screen, educate and provide the first Vivitrol injection prior to release from the jail. Sacred Heart will also be providing peer support services that will arrange for continuing medication after release as well as outpatient counseling. MAT will be offered to all inmates at our facility, it is not funded through this grant. We have expanded our MAT options by offering suboxone and methadone. We also utilize our County's recovering community, $\frac{3}{4}$ houses, $\frac{1}{2}$ way houses and churches. Many of these individuals volunteer to meet with inmates on a regular basis to provide support and assistance upon the inmate's release from custody. We have also implemented a new facility spiritual service through Forgotten Man Ministries which has had a positive impact on the inmates as well as staff. These services are all voluntary. Providers of therapeutic and educational substance abuse services to inmates are licensed to provide substance abuse prevention and treatment services and are credentialed by Region 10. The recovery housing agencies are also licensed under prevention requirements by Region 10. Region 10's program and practitioner registries are available at their Web Portal <http://www.spfsig.org/>. Service delivery is audited by Region 10, and Michigan Department of Corrections.

The Michigan Department of Corrections uses a combination of instant devices and reference laboratory services for urine testing all prisoners, parolees and probationers. The 31st Circuit Court Probation Department conducts random drug testing consistent with Department policy on RSAT participants who successfully complete the program and are released into community supervision. Urinalysis is also conducted within the Intervention Center when requested. While urinalysis is a part of the program, the funding is completely through Michigan Department of Corrections, and is not funded with this grant. May it be noted, their contracted Peer Recovery Coaches are also not funded through this grant.

Our community partners include Region 10, who pledges a significant amount from PA2 (Liquor Tax) dollars to help fund Phase 2 of RSAT. Additionally, they provide the matching local funds for Phase 1, (which utilizes the majority of the funding from the Bureau of Justice) and the women's trauma group. The Center for Human Resources provides Phase 1 intensive educational groups for a total of 24 hours a week (males and females are in separate groups). The St. Clair County Sheriff's Department provides matching funds for the Men's Trauma group, through a sub-contract with Sacred Heart Rehabilitation Center. Catholic Charities contracts with Region 10 to facilitate Phase 2 groups, including cognitive behavioral therapy for RSAT participants. Please note: during FY 15, Region 10 facilitated a request for proposals for all substance abuse services in the four county region, including Phase 1 and 2 of RSAT and the Women's Trauma group. Due to the uniqueness of the program offered in the Intervention Center, the existing programs bid for Phase 1 and Phase 2 with no competitive bids. The Women's Trauma group did not have any bids, primarily due to the elaborate RFP process, and Sacred Heart Rehabilitation Center chose not to bid on a "prevention program" as they also provide all modalities of SUD treatment. Since FY 17, Region 10 will provide the matching funds for the women's group, and the Sheriff's Dept. will provide matching funds for the men's group.

The MAT program is funded through Region 10, with State Targeted Revenue (STR). The local recovery community and community churches in St. Clair County have been very active in providing in-jail support groups, as well as individual sessions addressing support and offering mentoring upon release for RSAT participants. A by-product has been that several RSAT participants have developed resources for continued support group involvement when they return to the community. The grant will fund the Case Manager salary and benefits, who

STATEMENT OF WORK

Attachment 2

meets individually with RSAT participants during 1st phase to assess needs, and throughout 2nd phase to develop an aftercare plan. Additional funding sources for St. Clair County RSAT are Region 10 SAPT and the Sheriff's Department. Several local agencies provide services within the Intervention Center, offering programs to benefit the participants in hopes that they will have more options when released. The Intervention Center provides GED tutoring and testing, High School Recovery credit, Parenting Skills, Family Planning, Skills for Effective Living, Anger Management, Drug and Alcohol Education, Alcohol Recovery Education, Spiritual Life Classes, Domestic Assault Intervention Program, Trauma Recovery Empowerment Model and various support groups. These groups are open to the inmates housed in general population, and are frequently required of RSAT participants when the Courts, Probation or individual requests them. The programs are funded with SAPT prevention funds managed by Region 10 or the Sheriff's Commissary fund. St. Clair CMH also provides mental health services to all inmates at the Intervention Center, and the RSAT staff is in daily contact with mental health and medical personnel in the facility.

Areas for development in FY 22 include:

1. Ensure continuation of funding in order to insure program availability and possible expansion of the model in the future
2. Cooperation with MDOC in sharing a data system (COMPAS) with data available to Probation and RSAT staff, ensuring accurate and ongoing information of participants' progress throughout the system . This data will be used to facilitate outcome evaluation and follow up.
3. Assist with enrolling participants in the healthcare marketplace, and utilizing benefits to enhance their aftercare activities.
4. Providing medication assisted treatment (MAT), partnering with Sacred Heart rehabilitation for their medical, therapy and Peer Recovery Coaches, to provide MAT to eligible RSAT participants.
5. Provide assistance in re-entry planning, including Recovery Housing, outpatient referrals, relapse prevention, MAT in the community and provide monthly bus passes for eligible participants .

The costs benefits for St. Clair County have been realized in recent years, and are specifically measurable by the number of jail bed days saved when an individual receives early release from incarceration having completed the RSAT/programming requirements. For FY 21 the amount of jail days saved is significantly lower than previous years, due to decreased population and programs being sporadically suspended due to COVID-19. Typically, our savings for a year are between \$600,000 - \$800,000.

Project Timeline

Attachment 2-A

RSAT-90005-St. Clair Co. Sheriff's Dept.-2022

First Quarter:

The RSAT grant funds will support Phase I services with local match funding from Region 10. The annual cost of Phase 1 is \$144,000 (\$108,000 Grant/ \$36,000 Local). The costs will be in 12 month increments. The Trauma groups are also funded through this grant, with matching funds split between Region 10 and St. Clair County Sheriff's Department. The annual cost is \$17,500 (\$13,125 Grant / \$4,375 Local). Costs will be in 12 month increment.

The Case Manager cost and benefits total will be \$65,889. Wages \$40,762 (grant \$30,571/ \$10,191 match). Benefits \$25,127 (grant \$18,845/ \$6,282 match). Each quarter the cost will be \$16,472 (\$12,354 grant/ \$4, 118 match).

Second Quarter:

The RSAT grant funds will support Phase I services with local match funding from Region 10. The annual cost of Phase 1 is \$144,000 (\$108,000 Grant/ \$36,000 Local). The costs will be in 12 month increments. The Trauma groups are also funded through this grant, with matching funds split between Region 10 and St. Clair County Sheriff's Department. The annual cost is \$17,500 (\$13,125 Grant / \$4,375 Local). Costs will be in 12 month increment.

The Case Manager cost and benefits total will be \$65,889. Wages \$40,762 (grant \$30,571/ \$10,191 match). Benefits \$25,127 (grant \$18,845/ \$6,282 match). Each quarter the cost will be \$16,472 (\$12,354 grant/ \$4, 118 match).

Third Quarter:

The RSAT grant funds will support Phase I services with local match funding from Region 10. The annual cost of Phase 1 is \$144,000 (\$108,000 Grant/ \$36,000 Local). The costs will be in 12 month increments. The Trauma groups are also funded through this grant, with matching funds split between Region 10 and St. Clair County Sheriff's Department. The annual cost is \$17,500 (\$13,125 Grant / \$4,375 Local). Costs will be in 12 month increment.

The Case Manager cost and benefits total will be \$65,889. Wages \$40,762 (grant \$30,571/ \$10,191 match). Benefits \$25,127 (grant \$18,845/ \$6,282 match). Each quarter the cost will be \$16,472 (\$12,354 grant/ \$4, 118 match).

Fourth Quarter:

The RSAT grant funds will support Phase I services with local match funding from Region 10. The annual cost of Phase 1 is \$144,000 (\$108,000 Grant/ \$36,000 Local). The costs will be in 12 month increments. The Trauma groups are also funded through this grant, with matching funds split between Region 10 and St. Clair County Sheriff's Department. The annual cost is \$17,500 (\$13,125 Grant / \$4,375 Local). Costs will be in 12 month increment.

The Case Manager cost and benefits total will be \$65,889. Wages \$40,762 (grant \$30,571/ \$10,191 match). Benefits \$25,127 (grant \$18,845/ \$6,282 match). Each quarter the cost will be \$16,472 (\$12,354 grant/ \$4, 118 match).

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
PROGRAM BUDGET SUMMARY**

Attachment 3-A

MSP PROJECT # RSAT-90005-St. Clair Co. Sheriff's Dept.-2022

View at 100% or Larger

Use WHOLE DOLLARS Only

PROGRAM St. Clair County Residential Substance Abuse Treatment			DATE PREPARED 10/1/2021		Page 1	Of 1
CONTRACTOR NAME County of St. Clair			BUDGET PERIOD From: 10/01/2021 To: 09/30/2022			
MAILING ADDRESS (Number and Street) 1170 Michigan Rd.			BUDGET AGREEMENT [] ORIGINAL [] AMENDMENT			
CITY Port Huron	STATE Michigan	ZIP CODE 48060	FEDERAL ID NUMBER 38-6006420			

EXPENDITURE CATEGORY	FEDERAL FUNDING	STATE FUNDING	LOCAL FUNDING	TOTAL BUDGET
1. SALARIES & WAGES	\$30,571.00	\$10,191.00		\$40,762.00
2. FRINGE BENEFITS	\$18,845.00	\$6,282.00		\$25,127.00
3. TRAVEL	\$3,000.00	\$1,000.00		\$4,000.00
4. SUPPLIES & MATERIALS	\$15,000.00	\$5,000.00		\$20,000.00
5. CONTRACTUAL (Subcontracts/Subrecipients)	\$123,826.00	\$41,274.00		\$165,100.00
6. EQUIPMENT	\$0.00	\$0.00		\$0.00
7. OTHER EXPENSES	\$1,500.00	\$500.00		\$2,000.00
8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)	\$192,742.00	\$64,247.00		\$256,989.00
9. TOTAL EXPENDITURES	\$192,742.00	\$64,247.00		\$256,989.00

SOURCE OF FUNDS				
10. STATE AGREEMENT	\$192,742.00			\$192,742.00
11. LOCAL		\$64,247.00		\$64,247.00
14. TOTAL FUNDING	\$192,742.00	\$64,247.00		\$256,989.00

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
PROGRAM BUDGET - COST DETAIL SCHEDULE
MSP PROJECT # RSAT-90005-St. Clair Co. Sheriff's Dept.-2022**

PROGRAM St. Clair County Residential Substance Abuse Treatment		BUDGET PERIOD		DATE PREPARED
		From: 10/01/2021	To: 09/30/2022	10/1/2021
CONTRACTOR NAME County of St. Clair		BUDGET AGREEMENT		AMENDMENT #
		ORIGINAL	AMENDMENT	N/A

1. SALARY & WAGES POSITION DESCRIPTION	COMMENTS	POSITIONS REQUIRED	TOTAL SALARY
Full Time Case Manager wages FY 22	10/01/2021-09/30/2022 37.5 hours a week. \$20.95 hourly rate.	1	30571.0000
	1. TOTAL SALARY & WAGES:		30571.0000

2. FRINGE BENEFITS (Specify)				
X FICA	X LIFE INS.	X DENTAL INS.	COMPOSITE RATE	N/A
X UNEMPLOY INS.	X VISION INS.	X WORK COMP.	AMOUNT	%
X RETIREMENT	HEARING INS.			
X HOSPITAL INS.	OTHER (specify)			
2. TOTAL FRINGE BENEFITS:				25127.0000

3. TRAVEL		
Other (describe)	All expenses for the RSAT conference	\$4,000.00
3. TOTAL TRAVEL:		3000.0000

4. SUPPLIES & MATERIALS		
Books for Rehab Library		\$5,000.00
RSAT Workbooks		\$10,000.00
DVDs		\$1,500.00
Office & Classroom Supplies		\$3,500.00
		\$0.00
4. TOTAL SUPPLIES & MATERIALS:		15000.0000

5. CONTRACTUAL (Specify Subcontracts/Subrecipients)				
Name	Address	Amount		
Sacred Heart Rehabilitation Center	400 Stoddard Road Memphis Michigan 48041	6563.0000	2187.0000	
Region 10	3111 Electric Avenue, Suite A Port Huron Michigan 48060	108000.000 0	36000.0000	
St. Clair County Health Department	3415 28th Street Port Huron Michigan 48060	2700.0000	900.0000	
Region 10	3111 Electric Avenue Port Huron Michigan 48060	6563.0000	2187.0000	
5. TOTAL CONTRACTUAL:				123826.0000
6. EQUIPMENT (Specify items)				
6. TOTAL EQUIPMENT:				
7. OTHER EXPENSES				
Monthly bus passes & individual tickets				\$2,000.00
7. TOTAL OTHER:				1500.0000
8. TOTAL DIRECT EXPENDITURES (Sum of Totals 1-7)		8. TOTAL DIRECT EXPENDITURES:		192742.0000
9. TOTAL EXPENDITURES (Sum of lines 8-9)				192742.0000
Use Additional Sheets as Needed				

PERFORMANCE/PROGRESS/PMT REPORT REQUIREMENTS

A. The Contractor shall submit the following reports on the following dates:

Performance Management Tool (PMT) reporting will take place no later than 20 days after the end of each quarter through the federal PMT system located at: <http://www.bjaperformancetools.org>

Additional quarterly progress reports are also required by all RSAT grantees. In addition to the PMT report, grantees must complete the individualized quarterly progress report supplied by the MSP Byrne JAG Section. These reports are available on www.michigan.gov/cjgrants. This report is also due by the 20th of the month following each quarter and must be attached to MAGIC+.

Quarterly due dates are outlined below:

1st Quarter: October 1, 2021 through December 31, 2021	Due Date: January 20, 2022
2nd Quarter: January 1, 2022 through March 31, 2022	Due Date: April 20, 2022
3rd Quarter: April 1, 2022 through June 30, 2022	Due Date: July 20, 2022
4th Quarter: July 1, 2022 through September 30, 2022	Due Date: October 20, 2022

Personnel Time Certifications for grantees paying for personnel with grant funds are due 30 days following every six months.

Personnel Time Certifications are due:

- 1st six months due on April 30, 2022
- 2nd six months due on October 30, 2022

Financial Status Reports (FSR) must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. Requests for reimbursement must be submitted for the month in which payment by your agency was made. Dates are outlined below:

10/01/21 - 10/31/21	Due 11/30/21
11/01/21 - 11/30/21	Due 12/30/21
12/01/21 - 12/31/21	Due 01/30/22
01/01/22 - 01/31/22	Due 02/28/22
02/01/22 - 02/28/22	Due 03/30/22
03/01/22 - 03/31/22	Due 04/30/22
04/01/22 - 04/30/22	Due 05/30/22
05/01/22 - 05/31/22	Due 06/30/22
06/01/22 - 06/30/22	Due 07/30/22
07/01/22 - 07/31/22	Due 08/30/22
08/01/22 - 08/31/22	Due 09/30/22
09/01/22 - 09/30/22	Due 10/30/22

An Obligation Report is due no later than August 31. If a Final FSR has been submitted prior to this date, an Obligation Report is not required. The Obligation Report should only include expenditures your agency has obligated for the month of September. Expenses on this report must be obligated in September, but may be paid in September or October. The Final FSR will include expenses your agency has actually paid and does not need to equal your obligation report amount, but may not be over.

B. Any such other information as specified in the Statement of Work, Attachment 2, shall be developed and submitted by the Contractor as required by the Contract Manager.

C. The Contract Manager shall evaluate the reports submitted as described in Attachment 4, Items A and B for their completeness and adequacy.

D. The Contractor shall permit the Department or its designee to visit and to make an evaluation of the project as determined by Contract Manager.

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
FINANCIAL STATUS REPORT**

Attachment 5

MSP PROJECT # RSAT-90005-St. Clair Co. Sheriff's Dept.-2022

Mail Code	Contract Number	Program Code
Contractor Name	Project - Title	
Street Address	Report Period Thru	Date Prepared
City, State, ZIP Code	Agreement Period Thru	FE ID Number

Reasons for Corrections:

Category	Expenditures				Agreement	
	Current Period	Corrections	Previous YTD	Agreement YTD	Budget	Balance
1. Salaries and Wages						
2. Fringe Benefits						
3. Travel						
4. Supplies & Materials						
5. Contracual (Sub-Contracts)						
6. Equipment						
7. Other Expenses						
8. TOTAL DIRECT						
9. Indirect Costs: Rate %						
10. TOTAL EXPENDITURES						
SOURCES OF FUNDS:						
11. State Agreement						
12. Local						
16. TOTAL FUNDING						

CERTIFICATION: I certify that I am authorized to sign on behalf of the grantee agency and that this is an accurate statement of expenditures and collections for the report period. Appropriate documentation is available and will be maintained for the required period to support costs and receipts reported.

Project Director	Financial Director
Telephone Number	Telephone Number

FOR STATE USE ONLY

	AY	INDEX	PCA	OBJ CODE	AMOUNT
1st Source					
2nd Source					

**BYRNE JUSTICE ASSISTANCE (BYRNE JAG) GRANT
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT
EMPLOYEE TIME CERTIFICATION**

AUTHORITY: 1935 PA 59, as amended; **COMPLIANCE:** Voluntary; however, grant funds will be withheld if not submitted to the Michigan State Police (MSP) by the due dates specified below.

Grantee	MSP Grant Number
----------------	-------------------------

REPORTING PERIOD:

☐ **1st Period**
(10/1-3/31) ☐ **2nd Period**
(4/1-9/30)

Record below the period of time the employee worked on each grant program project during the reporting period. For the dates specified, record what percentage of the employee's time was spent working on the grant program project. The percentage of time reported must be supported by time sheets and reflect only actual time worked.

GRANT PROGRAM	DATES		PERCENTAGE OF TIME SPENT DURING SPECIFIED DATES
	FROM:	TO:	
Byrne JAG			%
RSAT			%

CERTIFICATIONS:

Employee places his/her signature below as certification that the information provided above is accurate. Supervisor, having first-hand knowledge of the work performed by the employee, places his/her signature below, as certification that the information provided above is accurate.

Employee Name	Employee Signature	Date
Supervisor Name	Supervisor Signature	Date

SUBMISSION OF EMPLOYEE TIME CERTIFICATION:

This form must be submitted through your MAGIC+ account with the Grants and Community Services Division. Due dates are April 20 and October 20 of your Grant Agreement year. If you have any questions, please do not hesitate to contact your grant advisor directly.

**STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE**

DATE: August 13, 2013

TO: Department Members

FROM: Nancy Becker Bennett, Director, Grants and Community Services Division (GCSD)

SUBJECT: Discrimination Complaint Procedures for Federal Grant-Funded Projects

I. Purpose

As a condition for receiving funding from the U.S. Department of Justice (DOJ), all recipients and subrecipients of such funding must comply with applicable federal civil rights laws. This document will establish written procedures for MSP employees and DOJ-funded grant subrecipients to follow if a complaint alleging discrimination is received from clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ.

II. Policy

Recipients and subrecipients of DOJ funding may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability. They also may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. The MSP will notify subrecipients of their required compliance with the following statutes and regulations through the interagency agreement:

■ The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-07), Ex. Order 13279 (equal organizations); and 28 C.F.R. Part 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).

■ 28 CFR 42.301 et seq, which requires recipients determine if it is required to formulate an Equal Employment Opportunity Plan (EEOP). If the recipient is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Office of Personnel Management (OPM) indicating that it is not required to develop an EEOP. If the recipient is required to develop an EEOP, but is not required to submit the EEOP to the OCR, it will submit a

certification form to the OCR and the MSP certifying that it has an EEOP on file which meets the applicable requirements. If the recipient is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form should also be submitted to the OPM).

- Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968m, which require subrecipients to provide meaningful access to programs and activities to Limited English Proficient (LEP) persons.

- The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 et. Seq, which prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status in Michigan.

- The Michigan Persons With Disabilities Civil Rights Act, Act 220 of 1976, which defines the civil rights of persons with disabilities; to prohibit discriminatory practices, policies, and customs in the exercise of those rights; to prescribe penalties and to provide remedies; and to provide for the promulgation of rules.

These laws also prohibit agencies from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor, subcontractor or vendor, they will forward a copy of the finding will be forwarded to the Office for Civil Rights, Office of Justice Programs and the Department.

The MSP will notify its own employees of their required compliance with the preceding civil rights statutes and regulations through an Official Order.

III. Definitions

Contract means any Government contract or subcontract or any federally assisted construction contract or subcontract.

Complainant is a party that makes a complaint or files a formal charge.

Discrimination means treating an individual or a group of individuals adversely because of protected class status; or using a test, standard, or employment practice that has the effect if illegally excluding or screening in or out of a protected class.

MSP Employee is an individual providing services for and paid by the State of Michigan/Michigan State Police, including independent contractors, union and non-union employees, managers and supervisors, enlisted members and civilians.

Recipient is the entity which receives a monetary award from the DOJ.

Subcontract means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

1. For the purchase, sale or use of personal property or nonpersonal services which in whole or in part, is necessary to the performance of any one or more contracts; or
2. Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

Subcontractor is any person holding a subcontract, and, for the purposes of this definition, any person who has held a subcontract subject to the order. The term "first-tier subcontractor" refers to a subcontractor holding a subcontract with a prime contractor.

Subrecipient is the entity that receives a monetary award from the DOJ recipient.

Subrecipient Employee is an individual or subcontractor being paid using DOJ grant funds.

IV. Complaint Procedures

The following are MSP's procedures for accepting and responding to discrimination complaints from subrecipient employees, clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ:

1. All discrimination complaints associated with DOJ grants shall be submitted to the Grants and Community Services Division (GCSD) by mail, telephone or e-mail to:

Michigan State Police
Grants and Community Services Division
333 S. Grand Ave.
Lansing, MI 48909
(517) 373-2960
MSP-CJGrants@michigan.gov

2. The GCSD Director will send the complainant a letter within 10 days from the date it was received to acknowledge receipt of the complaint, notify the complainant that it has been submitted to the Michigan Department of Civil Rights, and inform the complainant that he or she may also file a complaint directly with the federal Office for Civil Rights (OCR) at:

Office of Justice Programs
Office for Civil Rights
810 7th Street NW
Washington, DC 20531
(202) 307-0690
Fax: (202) 616-9865
TTY: (202) 307-2027

3. Within 10 days of the receipt of the complaint, the GCSD Director will send an email to the DOJ subrecipient to notify the agency that a complaint against has been filed against it.
4. The GCSD Director will forward the complaint to the Inspector of the MSP Office of Human Resources (OHR) immediately upon receipt of the complaint. The OHR Inspector or his or her designee will serve as the coordinator for all complaints regarding civil rights violations and will immediately forward the complaint to the Michigan Department of Civil Rights by emailing MDCRServiceCenter@michigan.gov. If MDCR informs the MSP that it does not have jurisdiction to investigate the complaint, the OHR Inspector will forward the complaint to the OCR for investigation.

The preceding complaint procedures are an attachment to the subrecipient contracts for all DOJ grants awarded by the MSP. Subrecipients must notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed

types of individuals. Subrecipients must forward all discrimination complaints to the MSP as described in the complaint procedures. Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs/Office for Civil Rights or the Michigan Department of Civil Rights directly, but the MSP must be notified of the complaint by the subrecipient as soon as the complaint is known.

The MSP will ensure that all subrecipients are in compliance with the identified statutes and regulations by reviewing subrecipient procedures during site visits and other subrecipient monitoring activities.

5. The MSP, in cooperation with MDCR and OCR, will review and complete complaint investigations within 120-days. Complainants will receive written notification of the completion of the investigation and any associated findings within 10-days of the completion of the investigation. If the complexity of the investigation precludes this 120 day timeline from being met, the MSP shall notify the complainant in writing when it becomes aware that the investigation will not meet the 120 day timeline. This correspondence shall include a new timeline with an estimated completion date.

V. Training

All DOJ-funded MSP employees and subrecipients will receive periodic training at least once every contract year regarding their responsibility to comply with applicable federal civil rights in their capacity as a recipient of federal funds. Additionally, training will include review of these complaint procedures, including the employee's responsibility to refer discrimination complaints from clients, customers, program participants, or consumers to the appropriate MSP contact. The GCSD will provide DOJ-grant subrecipients and DOJ-funded MSP employees with access to OCR training modules, found on OCR's website, <http://www.ojp.usdoj.gov/about/ocr/assistance.htm>. Subrecipients will be required to certify they have completed this training during the first quarter of each grant cycle as part of their grant award agreement with the MSP.

These procedures and training requirements will also be disseminated to MSP employees via departmental memorandum and posted on the MSP intranet website. New employees will receive a copy of the procedures and access to the DHS training program during initial job training from any supervisor managing DOJ-funded employees.

VI. Monitoring

The GCSD has implemented a two-part process to ensure and monitor sub-recipients compliance with civil rights laws. Applicants must annually complete and submit to the GCSD the Civil Rights Compliance Questionnaire. Additionally, MSP grant advisors will complete the Civil Rights Compliance Questionnaire with applicants during on-site monitoring visits.

VII. Policy Dissemination

This policy shall be distributed to all MSP employees via a department-wide memorandum contingent upon final OCR approval. Additionally, the policy will be distributed via MSP's grant award agreement with DOJ-funded subrecipients as part of the standard grant award package.

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the subrecipient have an EEOP on file for review?

☐ Yes ☐ No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. §§ 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

☐ Yes- submitted an EEOP Short Form

☐ Yes- submitted a certification

☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the subrecipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the [State Administering Agency] or the OCR?

☐ Yes ☐ No

If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.

☐ Yes

☐ No

- Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.

☐ Yes

☐ No

- Notified participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate on the basis of disability.

☐ Yes

☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of

- 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☐ Yes

☐ No

- Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.

☐ Yes

☐ No

- Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate on the basis of sex in its educational programs or activities.

☐ Yes

☐ No

Comments:

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☐ Yes ☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP persons:

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

☐ Yes ☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

- a. Provide services to everyone regardless of religion or religious belief.

☐ Yes ☐ No

- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities.

☐ Yes ☐ No

- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs.

☐ Yes ☐ No

FY2021 Emergency Management Performance Grant (EMPG) Agreement

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	EMPG Memo	9/30/2021	Cover Memo
	EMPG Grant Agreement	9/30/2021	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Justin Westmiller, EM Director *[Signature]* 9/23/21

Date: September 23, 2021

Re: FY 2021 Emergency Management Performance Grant (EMPG) Agreement

Attached is the grant agreement for the FY 2021 Emergency Management Performance Grant.

The EMPG grant provides Federal funds to St. Clair County for the development and maintenance of the emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency. The EMPG assists state and local governments in enhancing and sustaining their all-hazards capabilities.

The County has received this grant for over 20 years.

The FY 2021 award amount is \$35,151.

Previous year EMPG awards are as follows:

FY 2020 - \$32,071

FY 2019 - \$44,029

FY 2018 - \$42,514

FY 2017 - \$41,246 + a one-time special allocation of \$9,480 in 2018

FY 2016 - \$40,758

These funds will pay for 32.86% of the Emergency Management Director's salary and fringe benefits.

We request approval of the 2021 EMPG grant agreement at the October 21, 2021 Board of Commissioners meeting.

State of Michigan FY 2021 Emergency Management Performance Grant Grant Agreement

October 1, 2020 to September 30, 2021

CFDA Number: 97.042 Grant Number: EMC-2021-EP-00003

This Fiscal Year (FY) 2021 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

COUNTY OF ST. CLAIR
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2021 EMPG program 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 of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2021 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2021 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2020 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at <https://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2021 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2021*, (Pub. L. No. 116-260).

The Subrecipient agrees to comply with all FY 2021 EMPG program requirements in accordance with the FY 2021 EMPG NOFO, and the FEMA Preparedness Grants Manual; both are located at <https://www.fema.gov/grants/preparedness/emergency-management-performance> the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <https://www.fema.gov/disaster/stafford-act>; and the *FY 2021 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2021 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

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

- A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. FEMA Policy #108-023-1 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

III. Award Amount and Restrictions

- A. The **County of St. Clair** is awarded **\$35,151** or 32.86% of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2021 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2021 EMPG covers eligible costs from October 1, 2020 to September 30, 2021. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for other allowable organization costs.** No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2021 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.
The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2021 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional, or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook and work agreement.

The EMPG programs are required to complete a quarterly training and exercise report identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2021 EMPG NOFO; the FEMA Preparedness Grants Manual Version 2; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2021 Emergency Management Performance Grants*, included with the grant agreement package for reference; and the EMPG Guidebook (EMD-PUB 208),
- C. The subrecipient shall not use FY 2021 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification
 - 2. Standard Assurances
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 4. Audit Certification (EMD-053)
 - 5. Request for Taxpayer Identification Number and Certification (W-9)
 - 6. Other documents that may be required by federal or state officials
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2021 EMPG Work Agreement/Quarterly Report (EMHSD-31).

- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- G. Appoint an emergency management program manager who is able to assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2021 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html under Finance Forms.
- N. 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:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. 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.
 - 3. Non-federal organizations which expend \$750,000 or more in all 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.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record

access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

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

V. Responsibilities of the Recipient

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

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2021 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2021 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2021 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2021 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

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

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

IX. Limitation of Liability

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

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

X. Third Parties

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

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2020 to September 30, 2021. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

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

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

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

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

XIII. Business Integrity Clause

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

XIV. Freedom of Information Act (FOIA)

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

XV. Official Certification

For the Subrecipient

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

St. Clair County
Subrecipient Name

069823615
Subrecipient's DUNS Number

For the Chief Elected Official

Jeffrey L. Bohm
Printed Name

Chairperson
Title

Signature

Date

For the Local Emergency Manager

Justin Westmiller
Printed Name

Emergency Management Director
Title

Signature

Date

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

Capt. Kevin Sweeney, Commander
Printed Name

Deputy State Director of Emergency
Management and Homeland Security
Title



9-22-2021

Signature

Date



STANDARD ASSURANCES

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

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature _____

Date _____



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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

1. Grantee Name and Address:

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

38-6006420

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Fy 21 Emergency Management Performance Grant

4. Typed Name and Title of Authorized Representative

Jeffrey L. Bohm, Chairperson

5. Signature

6. Date