Genesee County

Governmental Operations Committee

Agenda

Wednesday, November 5, 2025	5:30 PM	324 S.Saginaw St., Bryant "BB" Nolden Auditorium

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

RES-2025-2638 Approval of Meeting Minutes - October 22, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **RES-2025-2479** Approval to accept the 2026 STOP Violence Grant, in the amount of $400,000.00 with a $100,000.00 match requirement, from the Michigan Department of Health and Human Services (MDHHS); the term of the grant is from October 1, 2025, through September 30, 2026

2. **RES-2025-2538** Approval of a grant award from the State Court Administrative Office, in the amount of $20,000.00, to provide for supervised parenting time and exchanges at Genesee County's Friend of the Court

3. **RES-2025-2542** Approval of a grant award from the Michigan Indigent Defense Commission, in the amount of $9,453,835.37 to support the operations of the Genesee County Office of the Public Defender for the period of October 1, 2025, through September 30, 2026

4. **RES-2025-2545** Approval of an agreement between Genesee County and MGT Impact Solutions, in an amount not to exceed $25,000.00, to provide cost allocation services at Genesee County's Friend of the Court; the cost of this agreement will be paid from account 2150-290.00-801.000

5. **RES-2025-2573** Approval of a contract between Genesee County and Easterseals of Michigan, in an amount not to exceed $365,000.00, to provide juvenile justice therapeutic services; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from the accounts listed

6. **RES-2025-2574** Approval of an agreement between Genesee County and Easterseals of Michigan, in an amount not to exceed $100,000.00, to provide intensive family support services; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from account 2920-664.00-801.000

7. **RES-2025-2580** Approval of a contract between Genesee County and Youth Arts: Unlocked - Youth on Probation, in an amount not to exceed $20,000.00, to provide art workshops for youth on probation for an extension term commencing October 1, 2025 - September 30, 2026; the cost of this agreement will be paid from account 2920-663.07.801.028

8. **RES-2025-2581** Approval of a contract between Genesee County and Youth Arts: Unlocked - Juvenile Justice Center, in an amount not to exceed $15,000.00; the term of this contract is October 1, 2025 - September 30, 2026; the cost of this contract will be paid from account 2920-356.00-801.028

9. **RES-2025-2593** Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of $407,096.00, to provide staffing for Genesee County's Office of the Prosecutor's Victim Advocacy Program; the budget for this grant is attached; no match required

10. **RES-2025-2594** Approval a grant award from the Michigan Department of Health & Human Services, in the amount of $294,378.00, to support prosecution and law enforcement projects targeting sexual assault, domestic violence, and stalking; there is a 25% match requirement for this grant

11. **RES-2025-2611** Approval of a grant award from the Michigan Supreme Court, in the amount of $75,000.00, to provide support to Genesee County's Legal Resource Center; the budget for this grant is attached

VIII. OTHER BUSINESS

IX. ADJOURNMENT

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2638 **Agenda Date:** 11/5/2025 **Agenda #:**

Approval of Meeting Minutes - October 22, 2025

Genesee County

Governmental Operations Committee

Meeting Minutes

Wednesday, October 22, 2025 | **5:30 PM** | **324 S.Saginaw St., Bryant "BB" Nolden Auditorium**

I. CALL TO ORDER

Commissioner Weighill called the meeting to order at 5:48 PM.

II. ROLL CALL

Present: Dale K. Weighill, Shaun Shumaker, Charles Winfrey, Brian K. Flewelling and Delrico J. Loyd

III. APPROVAL OF MINUTES

RES-2025-2558 Approval of Meeting Minutes - October 8, 2025

RESULT: APPROVED
MOVER: Charles Winfrey
SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

25-708 Opioid Presentation

25-762 Genesee County Purchasing Policy

VI. OLD BUSINESS

1. **RES-2025-2144** Approval of a request to create the Opioid Settlement Steering Team Committee

RESULT: REFERRED
MOVER: Brian K. Flewelling
SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

VII. NEW BUSINESS

1. **RES-2025-1262** Approval of the recommendation of Genesee County's Surveyor to appoint members to the Remonumentation Peer Review Committee Members

RESULT: REFERRED
MOVER: Brian K. Flewelling
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

2. **RES-2025-2305** Approval of a contract between Genesee County and Global Vision Technologies, Inc., in an amount not to exceed $49,833.44, to provide for FamCare software hosting and maintenance; the term of this agreement is October 1, 2025 - September 30, 2026; the cost for this agreement will be paid from account 2920-664.00-801.028

RESULT: REFERRED
MOVER: Brian K. Flewelling
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

3. **RES-2025-2410** Approval of a purchase order to Printing Systems, Inc. for the fiscal year ending 2026, in an amount not to exceed $210,000.00, to provide for the printing of ballots for various elections; the cost of this purchase order will be paid from account 1010-215.00-900.008

RESULT: REFERRED
MOVER: Shaun Shumaker
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

4. **RES-2025-2421** Approval of an agreement between Genesee County and ESRI, in an amount not to exceed $45,014.00, to provide for annual software maintenance; the cost of this agreement will be paid from account 1010-246.00-933.001 and 1010-000.00-123.000

RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

5. RES-2025-2437 Approval of an agreement between Genesee County and Genesee Health System, in an amount not to exceed $85,000.00, to provide behavioral health services for youth at the Genesee County Juvenile Justice Center; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from account 2920-356.00-801.028

RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: Delrico J. Loyd

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

6. RES-2025-2438 Approval of an agreement between Genesee County and Genesee Health System, in an amount not to exceed $65,000.00, to provide mental health assessments, evaluations, and services for youth on probation; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from account 2920-664.00-868.014

RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: Delrico J. Loyd

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

7. RES-2025-2444 Approval of a grant award from the Michigan State Police, in the amount of $250,000.00, to provide for a Residential Substance Abuse Treatment program at Genesee County's Jail

RESULT: REFERRED
MOVER: Shaun Shumaker
SECONDER: Brian K. Flewelling

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

8. RES-2025-2447 Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of $263,050.00, to provide for responsive services for victims of crime as described in the attached award letter

RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

9. **RES-2025-2464** Approval of an agreement between Genesee County and Genesee Health System, in an amount not to exceed $340,000.00, to provide multi-systemic therapy and anger management/trauma group therapy at Genesee County's Juvenile Justice Center; the term of this agreement is October 1. 2025 through September 30, 2026; the cost of this agreement will be paid from the accounts listed

RESULT: REFERRED
MOVER: Shaun Shumaker
SECONDER: Delrico J. Loyd

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

10. **RES-2025-2527** Approval of a grant award from the Charles Stewart Mott Foundation, in the amount of $133,000.00, to provide for demolition assessment at the former Genesee County Administration Building

RESULT: REFERRED
MOVER: Shaun Shumaker
SECONDER: Delrico J. Loyd

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

11. **RES-2025-2567** Approval of a proposed amendment to the Genesee County Board of County Commissioners Bylaws to allow for a consent agenda

RESULT: DENIED
MOVER: Brian K. Flewelling
SECONDER: Shaun Shumaker

Aye: Vice Chair Shumaker and Commissioner Flewelling

Nay: Chairperson Weighill, Commissioner Winfrey and Commissioner Loyd

Commissioner Winfrey left the meeting at 7:33 PM.

Commissioner Winfrey returned to the meeting at 7:35 PM.

RES-2025-2602 Approval of an amendment to by-laws concerning presentations

RESULT: REFERRED
MOVER: Shaun Shumaker
SECONDER: Brian K. Flewelling

		Aye:	Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
12.	RES-2025-2586	Approval of the Process and Timeline for Direct Report Evaluations	
		RESULT:	REFERRED
		MOVER:	Delrico J. Loyd
		SECONDER:	Shaun Shumaker
		Aye:	Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
13.	RES-2025-2587	Approval of an Evaluation Instrument for the Director of Administration	
		RESULT:	REFERRED
		MOVER:	Shaun Shumaker
		SECONDER:	Delrico J. Loyd
		Aye:	Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
14.	RES-2025-2588	Approval of an Evaluation Instrument for Corporation Counsel	
		RESULT:	REFERRED
		MOVER:	Shaun Shumaker
		SECONDER:	Charles Winfrey
		Aye:	Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 8:29 PM.

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

Genesee County

Staff Report

File #: RES-2025-2479 **Agenda Date:** 11/5/2025 **Agenda #:** 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval to accept the 2026 STOP Violence Grant, in the amount of $400,000.00 with a $100,000.00 match requirement, from the Michigan Department of Health and Human Services (MDHHS); the term of the grant is from October 1, 2025, through September 30, 2026

BOARD ACTION REQUESTED:

Request to accept the 2026 STOP Violence grant from the MDHHS. This grant term is October 1, 2025, through September 30, 2026, in the amount of $400,000.00 with a $100,000.00 match requirement.

BACKGROUND:

The Genesee County Sheriff's Office, in partnership with the Genesee County Prosecutor's Office and local victim service agencies, including the YWCA of Greater Flint, Voices for Children Advocacy Center, and Hurley's Trauma Recovery Center, is seeking to continue and enhance the multidisciplinary STOP Team to strengthen the community response to victims of domestic violence, dating violence, sexual assault, and stalking. This project supports a trauma-informed, victim-centered, and offender-focused approach to law enforcement and direct services. Dedicated investigators will continue to focus exclusively on these crimes, improving timely and coordinated case response. The STOP Team includes first responders, prosecutors, and advocates working collaboratively from initial report through case resolution, providing victims with consistent support and holding offenders accountable. By sustaining and expanding this coordinated approach, the STOP Team improves access to justice, enhances survivor safety, and increases public trust in the criminal justice system.

DISCUSSION:

Due to decreased funding from this grant the Sheriff's Office will be reducing the staff assigned to the STOP grant and eliminating a sergeant position. The budget only allows two dedicated investigators to continue our efforts to bring justice to these victims of domestic violence. The Sheriff's Office was notified on July 29, 2025, our grant proposal was recommended for funding. Due to the delays in the State budget approvals the grant contract was finialed until October 8, 2025.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

This grant term is October 1, 2025, through September 30, 2026, in the amount of $400,000.00 with a $100,000.00 match requirement managed through account # 2858-324.00-699.003 and budgeted accordingly with the 2025-2026 FY.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to the county priorities by providing safer communities. It also supports the counties efforts to communicate available resources and services to our residents. Lastly it expands the role of the county as a convenor to enhance relationships that contribute to the growth of our community.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize accepting the 2026 STOP Violence grant from the Michigan Department of Health and Human Services, in the amount of $400,000.00 with a required $100,000.00 county match for the term commencing October 1, 2025, through September 30, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 5, 2025 meeting of the Governmental Operations Committee of this Board), the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
COUNTY OF GENESEE
DBA: Genesee County
1101 Beach Street 3rd Floor
Flint MI 48502 1417
Federal I.D.#: 38-6004849, Unique Entity Identifier: XD5HMHXNBWX6
hereinafter referred to as the "Grantee"
for

STOP Violence Grant for Law Enforcement Agencies - 2026

Part 1

1. **Period of Agreement:**

This Agreement will commence on October 1, 2025 and continue through September 30, 2026. No activity will be performed and no costs to the state will be incurred prior to October 1, 2025. Throughout the Agreement, October 1, 2025 will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. **Program Budget and Agreement Amount:**

A. **Agreement Amount**

The total amount of this Agreement is $400,000.00. Under the terms of this Agreement, the Department will provide funding not to exceed $300,000.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (http://egrams-mi.com/mdhhs).

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

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

B. **Equipment Purchases and Title**

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $10,000 or more per unit. Title to items having a unit acquisition cost of less than $10,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of $10,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. **Deviation Allowance**

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

3. **Purpose:**

The focus of the program is to promote a coordinated, multidisciplinary approach to victim advocacy and system response to violent crimes against women. The STOP Program focuses on the implementation of comprehensive strategies that are sensitive to the needs and safety of victims and holds offenders accountable.

4. **Statement of Work:**

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

5. **Financial Requirements:**

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

6. **Performance/Progress Report Requirements:**

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

7. **General Provisions:**

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

8. **Administration of the Agreement:**

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

Name	Title	Telephone No.	Email Address
Patrice Baker	Manager	(517) 896-2117	BAKERP2@MICHIGAN.GOV

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

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

Name	Title
Tyler Swoffer	Accountant

E-Mail Address	Telephone No.
tswoffer@geneseecountymi.gov	(810) 257-3187

10. Special Conditions:

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

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

C. The funding provided by the Department under this Agreement is in exchange for all of the duties and restrictions placed on the Grantee through this Agreement.

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

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

F. The Grantee is required by MCL 18.1101 *et seq* to receive payments by electronic funds transfer.

11. Special Certification:

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

12. Signature Section:

FOR the GRANTEE
Genesee County

Christopher Swanson Administrator

Name Title Date

For the Michigan Department of Health and Human Services

Terri Smith 10/08/2025

Terri Smith, Director Date
Bureau of Grants and Purchasing

Part 2
General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

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

B. **Fees**

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

C. **Grant Program Operation**

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

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

D. **Reporting**

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

E. **Record Maintenance/Retention**

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four (4) years from the date of termination, the date of submission of the final expenditure report, or until litigation and audit findings have been resolved. The retention schedule may be modified if required. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. **Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, federal grantor agency, Inspectors General, Comptroller General of the United States, and State Auditor General, or any of their

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

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

3. Cooperate and provide reasonable assistance to authorized representatives of the Department when those individuals request access to the Grantee's grant records. This includes requests to obtain records and to provide information regarding those records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section 2 A.).

1. Required Audit or Audit Exemption Notice

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

   a. Single Audit

      Grantees that are a state, local government, or non-profit organization that expend $1,000,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

   b. Financial Related Audit

      Grantees that are for-profit organizations that expend $1,000,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

   c. Audit Exemption Notice

      Grantees exempt from the Single Audit and Financial Related

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

2. Financial Statement Audit

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

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

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

any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

H. Subrecipient Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

   a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.

   b. Ensure the subrecipient complies with all the requirements of this Agreement.

   c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).

   d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings.

   e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations, and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits, and maintaining regular contact with subrecipients.

3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

4. Ensure that transactions with subrecipients/contractors comply with laws, regulations, and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide notification to the Department within 14 days or sooner if circumstances warrant, 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 statement of work, funding, or compliance with operational procedures.

J. Software Compliance

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

K. Human Subjects

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

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “Proceeding”) involving Grantee, a subcontractor, or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
   a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.

b. A criminal Proceeding;

c. A parole or probation Proceeding;

d. A Proceeding under the Sarbanes-Oxley Act;

e. A civil Proceeding involving:

1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or

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

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

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

g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.

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

M. Statement of Work Progress Reports

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

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of MCL 15.321 *et seq*, as amended, MCL Act 15.341 *et seq*, as amended, and 2 CFR 200.318 (c)(1) and (2).

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

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

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

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

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

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

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
   a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
   b. Federally funded Grantees must comply with Title 2 CRF 200.475.
   c. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
   d. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

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

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
   a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;

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

c. Be provided by a company with an A.M. Best rating of “A-” or better and a financial size of VII or self or governmental self-insurance.

2. Insurance Types

a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add “the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

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

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

c. Employers Liability Insurance or Governmental Self-Insurance.

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

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

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

5. Grantee must promptly notify the Department of any knowledge regarding an occurrence which the Grantee reasonably believes may result in a claim against the Department. The Grantee must cooperate with the Department regarding such claim.

R. <u>Fiscal Questionnaire</u>

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

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

S. Criminal Background Check

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

   a. ICHAT: Home Page - ICHAT Menu (michigan.gov)

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

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

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

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

3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.

5. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.

6. Require any employee, subcontractor, subcontractor employee, or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

T. **Real Property Acquisitions**

1. Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
2. Adhere to the following if property acquisition is supported in whole or in part through this Agreement:
   a. The property will be used to support the expansion of the services identified through this Agreement.
   b. The property shall not be conveyed, transferred, or leased, either wholly or partially, whether in fee, by easement, or otherwise, for a period of seven years, unless the Department provides written approval and consent.
   c. These restrictions must be recorded with the Warranty Deed and a copy must be provided to the Department.
   d. The above property acquisition requirements are continuing obligations that survive the termination or expiration of the Agreement.

II. Responsibilities - Department

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

A. **Reimbursement**

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

B. **Report Forms**

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

III. Assurances

The Grantee gives the following assurances to the Department:

A. **Compliance with Applicable Laws**

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

guidelines, rules, and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

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

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."

2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.2101 *et seq.*) and the Persons with Disabilities Civil Rights Act (MCL 37.1101 *et seq.*), and any breach thereof may be regarded as a material breach of this Agreement.

3. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:

    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;

    b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;

    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;

    d. The Age Discrimination Act of 1975, as amended (42 U.S.C.

6101-6107), which prohibits discrimination based on age;

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

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

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

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

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

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

D. Debarment and Suspension

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the

offenses enumerated in section 2;

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

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

E. Pro-Children Act

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

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

F. Hatch Act and Intergovernmental Personnel Act

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

G. Employee Whistleblower Protections

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

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended.

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

I. Victims of Trafficking and Violence Protection Act

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

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

J. Procurement of Recovered Materials

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

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

K. Subcontracts

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

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

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

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

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

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

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

L. Procurement

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

M. Health Insurance Portability and Accountability Act

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information

for the purposes of this Agreement.

4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

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

O. Survival

The provisions of this Agreement, including all attachments and addendums, that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

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

2. Meaning of Confidential Information

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

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

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

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

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

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

Q. Cap on Salaries

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

IV. Financial Requirements

A. Operating Advance

1. Operating Advance Requests

An operating advance may be requested by the Grantee to assist with program operations necessary for achieving the objectives set forth in this Agreement. The amount requested to be advanced must not exceed 16.67% of the total state agreement amount. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. To initiate a request, the Grantee must follow these guidelines.

a. The Grantee must ensure all requests for an operating advance are prepared and submitted in accordance with the specific guidelines and procedures as outlined in Part II, Chapter 10, Section 200 of the Financial Management Guide. FMG

b. The Grantee must address all requests for an operating advance to the Contract Manager, as identified in Part 1, Section 8 of this grant agreement.

c. The request must be submitted in writing on the Grantee's official letterhead and include the following information:

1. Grant program name;
2. Grantee agency name;
3. Grant agreement number;
4. Amount of the advance being requested;
5. A detailed schedule of expenditures covered by the amount of the advance request, including dates that the expenses are expected to be incurred;

6. A justification statement outlining the necessity of an advance payment for the success of the project;
7. The reason an advance payment is needed in lieu of reimbursement of incurred expenses;
8. The Grantee's most recent audited financial statements.

2. Operating Advance Administration

The Department may, at its discretion, disburse an initial operating advance payment equal to the amount approved by the department, constituting no more than 16.67% of the grant state agreement amount after the execution of the grant agreement and approval of the operating advance request. The operating advance payments will be administered as follows:

a. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.

b. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.

c. Recovery of the operating advance shall be made through deductions from each payment to the grantee during the fiscal year in which the operating advance was issued.

d. The Department reserves the right to accelerate the rate of recovery when, in the sole opinion of the Department, the amount of previous and/or future billings is anticipated to be less than the need to assure full recovery of the operating advance from the current year's award. In such a case, payments may be adjusted to recover up to 100% of the outstanding operating advance from a single billing

e. The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or end date of this Agreement, whichever is earliest. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

f. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is earliest, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

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

C. Financial Status Report Submission

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

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

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

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

D. Reimbursement Mechanism

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

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures through the end of the

Department’s fiscal year. The information on the report will be used to record the Department’s year-end accounts payable and receivable for this Agreement.

2. Department Fiscal Year-End Closing

The Department will notify the Grantee of the date by which FSRs should be submitted to ensure timely payment processing during the Departments fiscal year end closing period.

3. Final FSRs

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

F. Recoupment

The Department reserves the right to recoup, reclaim, or otherwise collect any funding disbursed under this agreement that are unspent, misused, or outstanding from the grantee.

1. Unobligated Funds

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

2. Misused Funds

If the Department reasonably determines the funds allocated for an executed grant agreement under this section were misused or their use misrepresented by the grantee, the Department shall not award any additional funds under that executed grant agreement and shall refer the grant for review following internal audit protocols. Funds are considered misused if they are spent in a manner that is not consistent with the terms, conditions, or purpose(s) outlined in this agreement. Misuse of funds may also include, but is not limited to, fraudulent or illegal activities.

3. Outstanding Operating Advances

The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or the end date of this Agreement, whichever, is earliest. Outstanding operating advances will be treated in accordance with instructions provided by the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget

calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

V. Agreement Termination

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

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

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

C. Immediately if the Grantee, as determined by the State:

1. Endangers the value, integrity, or security of any facility, data, or personnel; or,
2. Engages in any conduct that may expose the State to liability; or
3. Violates this agreement.

D. Immediately by mutual agreement of both parties.

VI. Stop Work Order

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

VII. Final Reporting Upon Termination

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

VIII. Severability

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

IX. Waiver

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

X. Amendments

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

XI. Liability

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

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

B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions. The Department is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

C. In the event of data and/or security breaches, the Grantee must:

1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;
2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with compromised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
3. Perform or take any other actions required to comply with applicable law as a result of the occurrence, including pay for: any costs associated with the occurrence, any costs incurred by the Department in

investigating and resolving the occurrence, and reasonable attorney's fees associated with such investigation, and resolution.

XII. State of Michigan Agreement

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

A Attachment A - Statement of Work

Objective : To work with law enforcement to ensure all victims are connected with advocacy in some meaningful manner upon first response, and ensure victim services are communicated to the prosecutor

Activity : 1-1) The Office of Genesee County Sheriff, Genesee County Prosecutor's Office, The YWCA of Greater Flint, Voices for Children, and Hurley Trauma Center will collaborate to provide a rapid response to victims of domestic violence, sexual assault, and strangulation. This will include providing emotional support and ensuring that all possible resources for assistance are available to ensure no victim goes unserved.
1-2) Implement policy to ensure the Office of Genesee County, Genesee County Prosecutor's Office, and YWCA collaborate to provide a rapid response to victims of domestic violence, sexual assault, and strangulation. The collaboration's most critical component is ensuring no victim goes unserved.

Responsible Staff : Investigators, Prosecutors, and Advocates

Date Range : 10/01/2025 - 09/30/2026

Expected Outcome : 1-1) 80% of victims who utilize services will report it to be helpful to them
1-2) 75% of victims will report having access to support services
1-3) 75% of victims will report that they understand their rights as crime victims

Measurement : 1-1) Victims will be given the opportunity to complete an evaluation form that will include rating their thoughts on the services provided.
1-2) Victims will be given the opportunity to complete an evaluation form that includes rating their level of resources available to them.
1-3) Victims will be given the opportunity to complete an evaluation form that includes rating their understanding of their rights as crime victims.

Objective : Provide prompt review of domestic violence, sexual assault, and strangulation crimes within 24-28 hours to ensure an offender-focused investigation and prosecution.

Activity : 2-1) Office of Genesee County Sheriff Investigators and Genesee County Assistant Prosecutors will work tirelessly to ensure all crimes of domestic violence, sexual assault, and strangulation are investigated and acted upon within 48 hours of the crime to ensure the offender is in custody and quickly charged with crimes.

Responsible Staff : Investigators, Prosecutors and Advocates

Date Range : 10/01/2025 - 09/30/2026

Expected Outcome : 2-1) 80% of crimes of domestic violence, sexual assault, and strangulation will be reviewed within 24-48 hours.
2-2) 50% of cases of domestic violence, sexual assault, and strangulation with a victim who is unable to participate will be tried.
2-3) Members of the STOP Team will attend 100% of cases involving bond violations to ensure the courts are aware of the seriousness of these violations.

Measurement : 2-1) Cases will be tracked and logged throughout the criminal justice process from the onset to ensure prompt review.
2-2) Cases with non-participating victims will be tracked and logged throughout the criminal justice process from the onset to ensure prompt review.

Objective : Ensure all victims of domestic violence, sexual assault, and strangulation in Genesee County have access to assistance and are aware of the available services provided by this multidisciplinary team.

Activity : 3-1) Implement task force hotline and resource line for victims of domestic violence, sexual assault, and strangulation to ensure a victim-centered approach.
3-2) Implement an engaging and dynamic plan of action to create awareness of the multidisciplinary team.

Responsible Staff : Investigators, Prosecutors, and Advocates

Date Range : 10/01/2025 - 09/30/2026

Expected Outcome :	3-1) 80% of victims who utilize the domestic violence hotline will report increased awareness and assistance. 3-2) 80% of victims who utilize the hotline will report increased knowledge or resources available. 3-3) 90% of victims who utilize the hotline will feel increased security and comfort.
Measurement :	3-1) Victims will be asked to complete an evaluation form that includes rating their level of increased awareness and assistance. 3-2) Victims will be given the opportunity to complete an evaluation form that includes rating their level of resources available to them. 3-3) Victims will be given the opportunity to complete an evaluation form that includes rating their level of security.

B1 Attachment B1 - Program Budget Summary

PROGRAM STOP Violence Grant for Law Enforcement Agencies - 2026			**DATE PREPARED** 10/8/2025
CONTRACTOR NAME Genesee County			**BUDGET PERIOD** From : 10/1/2025 To : 9/30/2026
MAILING ADDRESS (Number and Street) 1101 Beach Street 3rd Floor			**BUDGET AGREEMENT** ☑ Original ☐ Amendment **AMENDMENT #** 0
CITY Flint	**STATE** MI	**ZIP CODE** 48502-1417	**FEDERAL ID NUMBER** 38-6004849

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salary and Wages	189,367.00	142,025.00	47,342.00	0.00
2	Fringe Benefits	135,056.00	101,292.00	33,764.00	0.00
3	Employee Travel and Training	28,000.00	21,000.00	7,000.00	0.00
4	Supplies and Materials	6,500.00	4,875.00	1,625.00	0.00
5	Subawards - Subrecipient Services	0.00	0.00	0.00	0.00
6	Contractual - Professional Services	0.00	0.00	0.00	0.00
7	Communications	2,500.00	1,875.00	625.00	0.00
8	Grantee Rent Costs	0.00	0.00	0.00	0.00
9	Space Costs	0.00	0.00	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00	0.00	0.00
11	Client Assistance - Rent	0.00	0.00	0.00	0.00
12	Client Assistance - All Other	0.00	0.00	0.00	0.00
13	Other Expenses	1,963.00	1,472.00	491.00	0.00
14	Volunteer Salary and Wages	0.00	0.00	0.00	0.00
15	Volunteer Fringe Benefits	0.00	0.00	0.00	0.00
16	Volunteer Training	0.00	0.00	0.00	0.00
Total Program Expenses		363,386.00	272,539.00	90,847.00	0.00
TOTAL DIRECT EXPENSES		363,386.00	272,539.00	90,847.00	0.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00
2	Cost Allocation Plan (CAP)	36,614.00	27,461.00	9,153.00	0.00
Total Indirect Costs		36,614.00	27,461.00	9,153.00	0.00

	Category	Total	Amount	Cash	Inkind
TOTAL INDIRECT EXPENSES		36,614.00	27,461.00	9,153.00	0.00
TOTAL EXPENDITURES		**400,000.00**	**300,000.00**	**100,000.00**	**0.00**

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	**Source of Funds**				
	MDHHS State Agreement	300,000.00	300,000.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	100,000.00	0.00	100,000.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Volunteer	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Total Source of Funds	400,000.00	300,000.00	100,000.00	0.00
	Totals	400,000.00	300,000.00	100,000.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES									
Program Expenses									
1	**Salary and Wages**								
	Principle Investigator	1.0000	99608.000	0.000	FTE	99,608.00	74,706.00	24,902.00	0.00
	Principle Investigator	1.0000	89759.000	0.000	FTE	89,759.00	67,319.00	22,440.00	0.00
Total for Salary and Wages						189,367.00	142,025.00	47,342.00	0.00
2	**Fringe Benefits**								
	All Composite Rate Notes : FICA, Medical, Post Retirement Benefit, Optical, Dental, Life, Retirement, Workers Compensation, Unemployment	0.0000	46.380	291194.000		135,056.00	101,292.00	33,764.00	0.00
3	**Employee Travel and Training**								
	Training Registration	0.0000	0.000	0.000		3,000.00	2,250.00	750.00	0.00
	Motor pool	0.0000	0.000	0.000		25,000.00	18,750.00	6,250.00	0.00
Total for Employee Travel and Training						28,000.00	21,000.00	7,000.00	0.00
4	**Supplies and Materials**								
	Office Supplies	0.0000	0.000	0.000		1,500.00	1,125.00	375.00	0.00
	Uniforms	0.0000	0.000	0.000		2,500.00	1,875.00	625.00	0.00
	Computer	0.0000	0.000	0.000		2,500.00	1,875.00	625.00	0.00
Total for Supplies and Materials						6,500.00	4,875.00	1,625.00	0.00
5	**Subawards - Subrecipient Services**								
6	**Contractual - Professional Services**								
7	**Communications**								
	Cellular Telephone Service	0.0000	0.000	0.000		2,500.00	1,875.00	625.00	0.00
8	**Grantee Rent Costs**								
9	**Space Costs**								
10	**Capital Expenditures - Equipment & Other**								

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
11	**Client Assistance - Rent**								
12	**Client Assistance - All Other**								
13	**Other Expenses**								
	Participant Support Costs	0.0000	0.000	0.000		1,963.00	1,472.00	491.00	0.00
14	**Volunteer Salary and Wages**								
15	**Volunteer Fringe Benefits**								
16	**Volunteer Training**								
Total Program Expenses						363,386.00	272,539.00	90,847.00	0.00
TOTAL DIRECT EXPENSES						363,386.00	272,539.00	90,847.00	0.00
INDIRECT EXPENSES									
Indirect Costs									
1	**Indirect Costs**								
2	**Cost Allocation Plan (CAP)**								
	County-City Central Services CAP	0.0000	0.000	0.000		36,614.00	27,461.00	9,153.00	0.00
Total Indirect Costs						36,614.00	27,461.00	9,153.00	0.00
TOTAL INDIRECT EXPENSES						36,614.00	27,461.00	9,153.00	0.00
TOTAL EXPENDITURES						**400,000.00**	**300,000.00**	**100,000.00**	**0.00**

B3 **Attachment B3 - Equipment Inventory Schedule**
Attachment B3 - Equipment Inventory Schedule

C **Attachment C - Performance Report Requirements**
Attachment C - Performance/Progress Report Requirements

E **Attachment E - Program Requirements**
Attachment E - Program Specific Requirements

DESCRIPTION:

GL #	DESCRIPTION	Increase/(Decrease)
2858-324.00-702.000	SALARIES & WAGES	(5,666.00)
2858-324.00-709.000	SOCIAL SECURITY	7,357.00
2858-324.00-718.000	MEDICAL INSURANCE	1,000.00
2858-324.00-723.000	POST-RETIREMENT BENEFIT	2,600.00
2858-324.00-725.000	OPTICAL INSURANCE	48.00
2858-324.00-726.000	DENTAL INSURANCE	328.00
2858-324.00-727.000	LIFE HEALTH INSURANCE	442.00
2858-324.00-728.000	RETIREMENT	9,618.00
2858-324.00-729.000	WORKERS COMPENSATION	1,442.00
2858-324.00-730.000	UNEMPLOYMENT	192.00
2858-324.00-752.000	SUPPLIES OTHER	(21,824.00)
2858-324.00-769.000	SUPPLIES UNIFORMS	2,500.00
2858-324.00-801.004	SERV CONT GENERAL	1,963.00

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

Genesee County

Staff Report

File #: RES-2025-2538 **Agenda Date:** 11/5/2025 **Agenda #:** 2.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Jennifer Keillor, Friend of the Court

RE: Approval of a grant award from the State Court Administrative Office, in the amount of $20,000.00, to provide for supervised parenting time and exchanges at Genesee County's Friend of the Court

BOARD ACTION REQUESTED:

The Friend of the Court is requesting approval to accept the Access and Visitation Grant from the State Court Administrative Office for the Fiscal Year ending in 2026.

BACKGROUND:

Every year, the State Court Administrative Office offers Access and Visitation Grant monies to Friend of the Court offices for the purposes of funding supervised parenting time and supervised exchanges of parenting time. The amount of the grant funding offered for FY 2026 is $20,000 and requires no match from the County.

DISCUSSION:

Supervised visitation services cannot be funded using the Title IV-D funding that funds the majority of Friend of the Court services. The Access and Visitation Grant is the only source of funding for these services through Friend of the Court. The Friend of the Court will be partnering with two agencies who are trained to provide supervised parenting time services, Family Matters and KIND. The Friend of the Court will be responsible for reviewing their invoices and assuring that both agencies are complying with the grant and contract requirements.

IMPACT ON HUMAN RESOURCES:

Friend of the Court staff review invoices and reports from the supervised visitation providers. No additional employees are required.

IMPACT ON BUDGET:

The Friend of the Court has a separate fund for supervised visitation. The fund will be set at $20,000. The Federal Participation Fund account is 2151-291.02-504.000. There will be no change in County appropriation.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Partnering with community agencies to provide children and parents with methods of safe access furthers the priority of creating healthy, livable, and safe communities. When families are provided with these services in an inclusive and collaborative way, it leads to Community Growth and Long-Term Financial Stability for all families in Genesee County.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Friend of the Court to authorize accepting the Access and Visitation Grant and grant program contract, between the 7th Circuit Court and the Michigan State Court Administrative Office, in the amount of $20,000.00 for the period commencing when executed by the Parties through September 30, 2026, said grant to fund supervised parenting time and exchange services for the Friend of the Court, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the November 5, 2025 meeting of the Governmental Operations Committee of this Board), the Friend of the Court is authorized to execute the grant program contract, and the Chief Financial Officer is directed to make any necessary line item budget amendments.

Contract Between the State Court Administrative Office and
7th Circuit Court
Contract No. SCAO-2026-035

1. DEFINITIONS GOVERNING CONTRACT

The definitions in this Section govern the terms used in this Contract.

1.01 The term "Confidential or Proprietary Information" means confidential and/or proprietary information belonging to the State Court Administrative Office (the "SCAO") which is disclosed to the Provider or which the Provider otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information is information not generally known to the public, third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by the SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, source codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark-protected material, performance standards concepts, formulae, charts, statistics, financial records, and reports of the SCAO or any entity otherwise affiliated with the SCAO.

Confidential or Proprietary Information also includes all confidential and proprietary material that the Provider may design, author, create, distribute, or produce during the term of this Contract when rendering Services thereunder. All information gained during the course of Provider's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

In addition, Confidential or Proprietary Information is personally identifiable information (PII) or information that could lead to the discovery of PII and/or information protected from disclosure by law or regulation which either the SCAO, the Department of Health and Human Services (HHS), or the Administration for Children and Families (AFC) designates as sensitive, or that the Provider considers sensitive, consistent with applicable federal, state, and local laws on privacy and obligations of confidentiality as prescribed in 2 CFR Part 200.303

1.02 The term "Contract" as used in this document means the Contract between the State Court Administrative Office, located in Lansing, Michigan, and the 7th Circuit Court, located at 630 S. Saginaw Street, Suite 2500, Flint, MI 48502, and includes any subsequent amendments thereto.

1.03 The term "Effective Date" means the date upon which the Contract becomes effective, which is the date the Contract is signed by both Parties. If the Parties do not sign the

Contract on the same date, the latest specified date will become the Contract's Effective Date.

1.04 The term "Employee Benefits" means any and all Employee Benefits the State Court Administrative Office provides to its employees, including, but not limited to, workers' compensation benefits, retirement benefits, pension benefits, insurance benefits, fringe benefits, educational and/or training benefits, holiday pay, paid breaks, sick pay, vacation pay, or such other benefits.

1.05 The term "Expenses" means all expenses that have been approved by the SCAO before they were incurred, including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Provider, and all other compensation paid to the Provider's employees or subcontractors that the Provider hires, retains, or utilizes for the Provider's performance under this Contract. This term also includes Travel Expenses as defined later in this section.

1.06 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, copyright application, patent, or patent application, trademark or trademark application, or any other third party intellectual property right that were written, conceived, invented, made, or discovered by the Provider, including its employees and/or subcontractors prior to this Contract.

1.07 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants.

1.08 The term "Parties" refers to all parties to the Contract, including the State Court Administrative Office and all other parties.

1.09 The term "Provider" means the party(ies) with which the State Court Administrative Office is contracting and also includes the Provider's employees and subcontractors providing the Contract Services.

1.10 The terms "SCAO" and "the SCAO" mean the State Court Administrative Office, located at the Hall of Justice, 925 W. Ottawa Street, Lansing, Michigan, 48915.

1.11 The term "Services" refers to the goods, services, activities, projects, and initiatives that the Provider agrees to provide to SCAO under this Contract, as described in more detail in Section 5, Scope of Services.

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

1.13 The term "Travel Expenses" means expenses the Provider incurs for travel located outside the Lansing, Michigan area, including lodging, mileage, and meals that the Provider incurs in the reasonable fulfillment of the terms of this Contract. Reimbursable travel expenses must be approved by SCAO before they are incurred.

1.14 The term "Work Product" refers to reports, programs, manuals, tapes, and videos and any intellectual property created under this Contract, including training materials, Power Point presentations and/or any other written or electronic materials prepared under this Contract and amendments thereto. It also includes computer data, such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Provider under this Contract and amendments thereto.

2. GENERAL PROVISIONS

2.01 This Contract is made between the State Court Administrative Office, Lansing, Michigan (the "SCAO") and 7th Circuit Court, Genesee County Friend of the Court, (the "Provider") (collectively "Parties").

2.02 This Contract is to provide direct services that support and facilitate noncustodial parents' access to and visitation with their children. Supervised (including monitored and therapeutic) parenting time and neutral drop-off and pick-up services are eligible for reimbursement under this Contract. This program is administered by the Department of Health and Human Services, Administration for Children and Families, Assistance Listing Number 93.597.

2.03 By its signature below, the Provider certifies that (a) it may enter contracts that involve federal funding sources and (b) it will promptly notify the SCAO if it is so suspended from receiving federal funding monies during this Contract's term.

2.04 In consideration of the mutual promises and covenants in this Contract, and the benefits to be derived from this Contract, the Parties agree to the terms as follows.

3. TERM OF CONTRACT

3.01 This Contract becomes effective on the Effective Date.

3.02 This Contract terminates on September 30, 2026, at 11:59 p.m.

3.03 In the event that an extension of this Contract is desired, the Parties must agree to the extension in writing

4. RELATIONSHIP

4.01 No employer/employee relationship exists between the Parties. Further, no employee or subcontractor of the Provider is an employee of the SCAO. The Provider is an independent contractor, not an employee of the SCAO.

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

4.03 The Provider is responsible for payment of any and all Taxes arising out of the Provider's Services in accordance with this Contract.

4.04 The Provider, as an independent contractor, will supply and pay for his/her own office space, equipment and materials, including but not limited to computers, monitors, cell phones, and all other equipment needed to perform the Services, unless matters of Court security and/or privacy require another decision.

4.05 The Provider shall not direct the work or utilize the working time of any SCAO employee under this Contract. To the extent that the Provider seeks the assistance of any SCAO employee to perform the Provider's responsibilities under this Contract, the Provider must obtain prior written approval from the State Court Administrator or his/her designee.

4.06 The Provider does not have the authority to and will not enter into contracts on the SCAO's behalf.

5. SCOPE OF SERVICES

5.01 The Provider will provide the agreed upon Services. These Services include supervised (including monitored and therapeutic) parenting time and/or neutral drop-off and pick-up services. The Services also will include, but not be limited to, the following:

5.01.01 Maintain safeguard procedures that assure the confidentiality of service recipients' personal information and that ensure that the direct services are conducted in safe and neutral environments.

5.01.02 Comply with all monitoring, evaluation, and reporting requirements in accordance with regulations prescribed by the Federal Secretary of Health and Human Services and comply with the SCAO's financial and reporting requirements.

5.01.03 Prepare, complete, and submit quarterly "Program Worksheets" and "Access and Visitation Service Contract Invoices" to the SCAO. The reporting periods and due dates are as follows:

"1st Quarter" is from October 1, 2025, through December 31, 2025, and is due January 25, 2026.

"2nd Quarter" is from January 1, 2026, through March 31, 2026, and is due April 25, 2026.

"3rd Quarter" is from April 1, 2026, through June 30, 2026, and is due July 25, 2026.

"4th Quarter" is from July 1, 2026, through September 30, 2026, and is due October 7, 2026.

5.01.04 Permit the SCAO or any of its identified agents to inspect, observe, and monitor the facilities and program operations authorized by this Contract by conducting site visits, interviewing direct service providers, and viewing court and service provider case records, receipts, client/user complaints, and internal statistical service reports.

5.01.05 The Provider agrees that the SCAO, in consultation with the Provider, may amend this Contract by downwardly adjusting the award amount to permit redistribution of funds to other currently funded Access and Visitation Grant Program contracts if it appears that the Provider will under-spend the original Contract amount.

5.02 The Provider shall, during the Contract term or any extension thereof, use the Provider's best efforts to promote the interests of the SCAO in providing the Services under this Contract. The Provider shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently perform the Services.

6. PERFORMANCE AND PRICING

6.01 The SCAO agrees to pay the Provider a sum not to exceed **<u>$20,000.00</u>** for the Services performed and Expenses incurred pursuant to this Contract. This sum includes any and all remuneration to which the Provider is entitled for Services rendered from October 1, 2025, through the end of this Contract term.

6.02 The Provider agrees to abide by all applicable general administrative requirements such as the Uniform Administrative Requirements, Cost Principles and Audit Requirements found in 2 CFR Part 200.

6.03 Funding provided by this Contract may not be used to supplant any funding currently spent on access and visitation programs and may not be utilized for any project already funded by the state or the Title IV-D Cooperative Reimbursement Agreements, unless the money is used to enhance or supplement an established program. Clear distinctions will be made according to acceptable accounting principles, including documentation of the separation of tasks between Title IV-D personnel and grant personnel, between projects currently funded by Title IV-D and enhancements or supplements to projects receiving funding by this Contract.

6.04 Under no circumstance will Title IV-D funding be utilized to pay Provider for any Expenses, administrative or otherwise, incurred from direct services provided as part of the Federal Grants to States for Access and Visitation.

7. ASSIGNMENT

7.01 The Provider may not assign the performance under this Contract to subcontractors, other than those identified in the Provider's grant application, except with the prior written approval of the SCAO.

8. METHOD OF PAYMENT

8.01 The Provider agrees to receive payments by electronic funds transfer through Michigan's Statewide Integrated Governmental Management Application (SIGMA) vendor payment system.

8.02 All payments for the proper performance of the Contract shall be made by the SCAO quarterly once SCAO approves payment. The Provider must submit SCAO-approved invoice forms to the SCAO. The invoices must include the period for which payment is sought; the Contract number; the Provider's full name and mailing address (including the name of the Provider's representative to whom payment should be sent) and the Provider's SIGMA Vendor Self Service Number.

8.03 Notwithstanding anything to the contrary in this Contract, and without prejudice to any other rights it may have, the SCAO reserves the right at any time to off-set against any payments mentioned in Section 8.02 any amounts payable by the Provider to the SCAO and/or payments necessary to mitigate the damages caused by the Provider to the SCAO in its performance of this Contract.

9. CONFIDENTIALITY OF INFORMATION

9.01 In order that the Provider may effectively provide fulfillment of this Contract to the SCAO, the SCAO may disclose Confidential or Proprietary Information pertaining to the SCAO's past, present, and future activities to the Provider. The Provider agrees to limit access of Confidential or Proprietary Information to those of its employees who have a need for such access and such employees are bound to the Confidentiality provisions in this Contract. The Provider shall not disclose such Confidential or Proprietary Information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order.

9.02 Unless required by law, the Provider shall not disseminate any Confidential or Proprietary Information obtained during any term of the Contract, including but not limited to by issuing press releases, making public statements about or sharing any of the terms of this Contract with any third party without doing all of the following: 1) Disclosing to the SCAO the complete content of the intended communication; 2) obtaining the SCAO's consent; and 3) obligating the third party to abide by the terms of the Confidentiality provisions in this Agreement, including obtaining a written agreement if requested by the SCAO.

9.03 If disclosure of Confidential or Proprietary Information is required by law or court order, the Provider must notify the SCAO within five (5) business days in the manner set forth in Section 24 of this Contract before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.

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

9.05 Section 9 of this Contract survives termination or expiration of this Contract.

10. RIGHTS TO WORK PRODUCT AND INTELLECTUAL PROPERTY

10.01 All Work Product shall belong to and will be owned by the SCAO and will be subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Provider the original materials produced under this Contract and shall have the right to distribute those materials.

10.02 The SCAO shall have copyright, property, and publication rights in all Work Product.

10.03 The SCAO grants the Provider a royalty-free, nonexclusive license to use any Work Product that is not Confidential or Proprietary as defined in Section 9 of this Contract if the Work Product enters the public domain. However, the Provider shall not publish or distribute any Work Product without the prior written permission of the SCAO.

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

10.05 The Provider shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Contract.

10.06 The Provider shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

10.07 The Provider warrants that as of the Effective Date of the Contract, there are no pre-existing Inventions, Patented and/or Copyrighted Materials for which the Provider seeks protection or which the Provider desires to remove from the Contract provisions before entering into this Contract, except those specifically set forth by attachment hereto. Further, the Provider warrants that its performance under this Contract will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

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

11. WARRANTIES AND REPRESENTATIONS BY PROVIDER

11.01 The Provider represents and warrants to the SCAO that: (a) it will perform all Services in a professional and workmanlike manner in accordance with best industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract, including those obligations set forth in the Statement of Work (if applicable); (b) the Services provided by Provider will not infringe upon the patent, trademark, copyright, trade secret, or other intellectual property or proprietary rights of any third party; (c) it has the full right, power, and authority to enter into this Contract, to grant the rights granted under this Contract, and to perform its contractual obligations; and (d) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the SCAO to terminate this Contract.

11.02 The Provider further represents and warrants that it is not subject to any nondisclosure, noncompetition, or similar agreement with current or prior clients or employers that will interfere with the performance of this Contract. The SCAO is not liable for any such claims, in any event.

12. INSURANCE

12.01 The Provider shall carry insurance or governmental self-insurance coverage in such amounts as necessary to cover all claims arising out of the Provider's Services and/or the Provider's failure to provide such Services under the terms of this Contract.

12.02 The SCAO shall be listed as an additional insured except for governmental self-insured programs on all insurance procured pursuant to this Contract.

12.03 Upon SCAO's request, the Provider shall provide the SCAO with a Certificate of Insurance or governmental self-insurance evidencing the required coverage, showing SCAO except for governmental self-insurance as an additional insured, and providing that such insurance shall not lapse or be canceled or modified unless SCAO has been given at least thirty (30) days prior written notice of the intended cancellation or modification in the manner set forth in Section 25 of this Contract. Should such notice of cancellation be afforded and insurance coverage is cancelled during the terms of this

Contract, the cancellation will constitute a material breach of this Contract by the Provider.

13. INDEMNITY

13.01 The Provider agrees to indemnify, defend and hold harmless the SCAO, the Michigan Supreme Court (the "MSC"), and their respective agents, officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities by reason of the Provider's Services provided and/or the Provider's failure to provide such Services under this Contract without limitation.

13.02 In the event any action or proceeding is brought against the Provider by reason of any claim covered under this Contract, the Provider will, at the Provider's sole cost and expense, resist or defend the action or proceeding.

13.03 In the event that the Provider consists of more than one entity/individual, all Liabilities of the Provider under this Contract are joint and several.

13.04 Section 13 of this Contract survives termination or expiration of this Contract.

14. TERMINATION

14.01 Each party has the right to terminate this Contract without cause. However, the terminating party must provide written notice to the other party of such termination at least ten business days before the termination will be effective. Termination notice shall be accomplished in the manner set forth in Section 24 of this Contract.

14.02 The Provider recognizes that SCAO is, from time to time, subject to state appropriation and budget shortfalls. Thus, the SCAO has the right to immediately terminate this Contract without penalty due to appropriation or budget shortfalls upon ten (10) business days of written notice to the other party of such termination as specified in Section 24 of this Contract (the "Effective Termination Date").

14.03 If SCAO terminates this Contract without cause, SCAO will pay any compensation due to the Provider from the effective date of termination after an invoice is submitted to, and if approved by, the SCAO. The Provider will refund any compensation to the SCAO that was made in excess of the amount invoiced and approved by SCAO at the time of termination.

15. COMPLIANCE WITH LAWS

15.01 The Provider shall comply with all applicable laws, ordinances, ethics rules and codes of the federal, state, and local governments and the judiciary, and shall save and hold the SCAO harmless with respect to any damages arising from any violation of the same by the Provider.

15.02 In accordance with Public Law 103-227, Title X, Part B, Environmental Tobacco Smoke, 20 USC 6081, also known as the “Pro-Children Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

15.03 The Provider will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, familial status or marital status pursuant to the Elliott-Larsen Civil Rights Act, found at MCL 37.2101 *et seq*. The Provider will also comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 *et seq*., and the Federal Rehabilitation Act of 1973, Public Law 93-112, § 504, as amended, 29 USC §794. The Provider will also comply with the Americans with Disabilities Act of 1990, 42 USC §12101 *et seq*., which prohibits discrimination against individuals with disabilities and provides enforcement standards. Further, the Provider will comply with all other federal, state or local laws, regulations and standards as they may apply to the performance of this Contract. These awards are subject to the requirements of the Trafficking Victims Protection Act of 2000 (22 USC §7104 *et seq*.). The full text of this requirement is found at https://www.acf.hhs.gov/grants/award-term-and-condition-trafficking-persons.

15.04 Because this Contract involves federal grant funds and contracts with governmental entities, the SCAO and the Provider are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et. seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq*., and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.*

15.05 Neither the Provider nor any entity with which the Provider contracts, may participate or receive federal funds designated for the services described herein if the Provider, or the entity with whom the Provider wishes to contract, has been debarred or suspended or otherwise found to be ineligible for participation in Federal financial assistance programs or activities. *See* Executive Orders 12549 and 12689, as well as 2 CFR Parts 180 and 376 for debarment and suspension provisions. The Provider must include this Subsection’s (15.06) restriction in any contract that uses the funds provided herein. The Provider must review information available through the System for Award Management (SAM), **https://www.sam.gov**, to determine whether an entity with whom the Provider wishes to contract is ineligible.

15.06 By executing this Contract, the Provider understands its obligations as a subcontractor under the Department of Health and Human Services, Administration for Children and Families’ *Standard Terms and Conditions*. *See* https://acf.gov/sites/default/files/documents/main/FFY2025-ACF-STANDARD-TERMS-and-CONDITIONS--updated-2025-07-29-.pdf.

16. MICHIGAN LAW

This Contract shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the Parties agree to litigate any disputes arising directly or indirectly from the Contract in the Court of Claims in the state of Michigan, or if the Court of Claims cannot take jurisdiction over the dispute then by the circuit court determined appropriate by the SCAO.

17. CONFLICT OF INTEREST

The Provider 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. The Provider 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 SCAO will not be subject to any liability for any such claim.

18. PROHIBITION ON USE OF SCAO FOR PROMOTIONAL OR MARKETING PURPOSES

18.01 The Provider is not permitted to utilize the SCAO's or the Michigan Supreme Court's name, logo or other images, or website information for promotional or marketing purposes.

18.02 The Provider shall not issue press releases, make public statements about or share any of the terms of this Contract with any third party without doing all of the following: 1) disclosing to the SCAO the complete content of the intended communication; 2) obtaining the SCAO's written consent; and 3) obligating the third party to abide by the terms of the Confidentiality provisions in this Agreement, including obtaining a written agreement if requested by the SCAO.

19. DEBT TO STATE OF MICHIGAN

The Provider 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.

20. DISPUTES

20.01 The Provider shall notify the SCAO in writing of the Provider's intent to pursue a claim against the SCAO for breach of any term of this Contract within ten (10) business days of discovery of the alleged breach. Notice must be provided by both electronic mail and by an overnight delivery service that can track and confirm delivery as provided in Section 24 below.

20.02 If the Provider fails to comply with any material terms of this Agreement, including but not limited to submitting required reports on time, utilizing funds solely for the approved project, adhering to all applicable federal regulations, or demonstrating satisfactory progress towards project goals, such failure shall constitute a breach of this agreement, allowing the SCAO to terminate the Agreement, recover funds, and pursue other remedies as permitted by law.

21. ENTIRE AGREEMENT

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.

22. AMENDMENT

This Contract may be amended only upon written agreement of the Parties.

23. SEVERABILITY

Should any portion of this Contract be found to be invalid, illegal or unenforceable, then such portion as is reasonably necessary to remove such invalidity, illegality or unenforceability shall be deleted, and the remaining terms hereof shall continue in full force and effect.

24. DELIVERY OF NOTICE

Written notices and communications required under this Contract shall be delivered in two forms: 1) by electronic mail, with confirmation of delivery receipt; and 2) by overnight delivery sent by a nationally recognized overnight delivery service, upon written confirmation of delivery from the service. Delivery shall be to the following addresses:

A. The Provider's contact information is:
Jennifer Keillor
Mailing Address: 630 S. Saginaw Street, Suite 2500, Flint, MI 48502
Email address: jkeillor@geneseecountymi.gov
Phone number: 810-257-3474

B. The SCAO's contact information is (both must be contacted):
Michelle Hilliker, ODR Manager
Alicia Moon, General Counsel
Mailing address for both: Ms. Michelle Hilliker and Ms. Alicia Moon
State Court Administrative Office, Michigan Hall of Justice,
P.O. Box 30048, Lansing, MI, 48909
Email addresses (both must be used): HillikerM@courts.mi.gov and MoonA@courts.mi.gov
Phone number for Ms. Hilliker: 517-373-4844
Phone number for Ms. Moon: 517-373-1294

25. SIGNATURE OF PARTIES

This Contract becomes effective on its Effective Date.

The remainder of this page is intentionally blank.

26. COUNTERPARTS

This Contract may be executed by electronic signature in any number of counterparts, each of which when so executed will be deemed an original, and all of which together, will constitute one and the same agreement. Signatures sent electronically by DocuSign, or by similar means (including scanned images of signatures forwarded by email) will have the same binding effect as original signatures.

IN WITNESS WHEREOF, Provider 7th Circuit Court and SCAO have executed this Contract:

7TH CIRCUIT COURT

By:______________________________ Date:_________________

____
(printed or typed name of Provider's Authorized Signatory)

Title: ____________________________

STATE COURT ADMINISTRATIVE OFFICE

By:______________________________ Date:_________________
Elizabeth Rios-Jones
Title: Deputy State Court Administrator

DESCRIPTION: Access and Visitation Grant Amendment
DATE: 10/17/2025

GL #	DESCRIPTION	Increase/(Decrease)
2151-291.02-504.000	Federal Participation	5,000.00
2151-291.02-801.001	Service Contracts Local	5,000.00

APPROVED BY: ____

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2542 **Agenda Date:** 11/5/2025 **Agenda #:** 3.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Nathaniel C. Perry, III, Chief Public Defender

RE: Approval of a grant award from the Michigan Indigent Defense Commission, in the amount of $9,453,835.37 to support the operations of the Genesee County Office of the Public Defender for the period of October 1, 2025, through September 30, 2026

BOARD ACTION REQUESTED:

Accept the Michigan Indigent Defense Commission (MIDC) grant award and authorize the Board Chair to sign the grant agreement via EGrAMS.

BACKGROUND:

Genesee County, through the Office of the Public Defender, is required to submit an annual plan for compliance with the approved MIDC standards for indigent defense, along with a cost analysis, by a statutory deadline. That deadline this year was April 25, 2025.

The MIDC approved the grant request on September 12, 2025. The contract has now been provided to Genesee County for final acceptance and signature.

DISCUSSION:
The local share contribution was included in the FY26 Genesee County budget, within fund 2921-2830.00. The local share amount is determined by the MIDC enabling statute. No additional appropriation is required.

Budget:	$1,342,132.90 local share contribution (2921-283.00-699.003) $9,453,835.37 state grant contribution (2921-283.00-558.000)
Total Authorized Budget:	$10,795,968.27

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budget amendments will need to be recorded to make the necessary line item adjustments.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This grant award fully provides for the Office of the Public Defender to carry out its mandate and comply with the MIDC standards, ensuring long term financial stability. The Office of the Public Defender is responsible for providing constitutionally guaranteed, quality legal representation to all adults charged with crimes in Genesee County who cannot afford an attorney, embracing diversity, equity, and inclusion in our daily operations. This grant award will further ensure equity and fairness for all of those charged with crimes that are represented by our Office.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Chief Public Defender to authorize accepting the FY26 Michigan Indigent Defense Commission (MIDC) grant award from the State of Michigan to fund the Office of the Public Defender in the amount of $9,453,835.37, for the period commencing October 1, 2025, through September 30, 2026, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the November 5, 2025 meeting of the Governmental Operations Committee of this Board), the Chief Financial Officer is directed to record the attached budget amendments, and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

GRANT NO E20260033-00

GRANT BETWEEN

THE STATE OF MICHIGAN

MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)

AND

Genesee County

GRANTEE/ADDRESS:

Name:	Delrico Loyd
Title:	Chair, Board of County Commissioners
Address:	1101 Beach St., 2nd Floor Flint, MI 48502
Phone:	(810) 257-3020

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission

Department of Licensing and Regulatory Affairs

611 W. Ottawa St.

Lansing, MI 48933

(517) 657-3060

GRANT PERIOD:

From: 10/01/2025 to 09/30/2026

TOTAL AUTHORIZED BUDGET: $10,795,968.27

State Grant Contribution:	$9,453,835.37
Local Share Contribution:	$1,342,132.90

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: CV0047990

GRANT

This is Grant # E20260033-00 between the Michigan Indigent Defense Commission (Grantor), and Genesee County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services for all minimum standards approved by LARA and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

1.1 Definitions

A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.

B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.

C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.

D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.

E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.

F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.

G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically . The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection1.1.

1.3 Detailed Budget

A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.

B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.

C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).

D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.

E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.

1) Budget adjustments less than or equal to 15% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.

2) A Budget adjustment involving greater than 15% or $10,000 (whichever is greater) of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.

3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

1.4 Payment Schedule

The maximum amount of grant assistance approved is $9,453,835.37 (Nine Million Four Hundred Fifty Three Thousand Eight Hundred Thirty Five and 37/100)

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2025, will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing all disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2026

25% disbursement – April 15, 2026

25% disbursement – July 15, 2026 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/25 - 12/31/25 – January 31, 2026

2nd FSR and compliance report for 1/1/26 - 3/31/26 – April 30, 2026

3rd FSR and compliance report for 4/1/26 - 6/30/26 – July 31, 2026

Final FSR and compliance report for 7/1/26 - 9/30/26 – October 31,2026

Any reporting subsequently returned by MIDC Staff should be corrected and resubmitted for review within seven business days.

1.5 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with , identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. If any obligations under this Grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the Subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15).

2.4 Share-in-savings

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

2.6 Accounting

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

Grantor or its designee may audit Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain and provide to Grantor or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

2.8 Competitive Bidding

Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

3.0 Liability

The State is not liable for any costs incurred by Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

Grantee and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. Grantee and every subgrantee are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 Indemnification

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

3.3 Failure to Comply and Termination

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.

B. Termination for Convenience

Grantor may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by the Grantor, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify Grantor of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or act of God that are beyond its control and without its fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

4.0 Certification Regarding Debarment

Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

Grantee certifies, to the best of its knowledge and belief that:

A. No federal appropriated funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

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 grant, the Grantee shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Grantee certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. All claims relating to, or arising out of, this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

4.4 Assignment

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

4.5 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

4.6 Grantee Relationship

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

5.0 Severability

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

5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature:

, Date:

Bureau of Finance and Administrative Services

Department of Licensing and Regulatory Affairs

State of Michigan

Signature:

, Date:

Michigan Indigent Defense Commission

Department of Licensing and Regulatory Affairs

State of Michigan

Signature:

Representative: ,

Date:

Funding Unit: Genesee County

GRANT NO. E20260033-00

DESCRIPTION: 2026 Public Defender Budget Adjustments

GL #	Description	Increase/(Decrease)
2921-283.00-558.000	State Participation	(11,308,719.88)
2921-283.00-801.004	SERV CONT GENERAL	(5,000.00)
2921-283.00-801.031	HEARING IMPAIRED SERVICES	1,000.00
2921-283.00-818.008	ATTORNEY FEES-GENERAL	(1,567,234.00)
2921-283.00-907.008	WITNESSES	(1,000.00)
2921-283.00-910.004	TRAINING	(26,864.00)
2921-283.00-915.000	MEMBERSHIPS	(460.00)
2921-283.00-956.004	OTHER SERV CHARG MISC	(230,000.00)
2921-283.00-980.001	OFFICE FURNITURE	(6,355.68)

APPROVED BY: ____

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2545 **Agenda Date:** 11/5/2025 **Agenda #:** 4.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Jennifer Keillor, Friend of the Court

RE: Approval of an agreement between Genesee County and MGT Impact Solutions, in an amount not to exceed $25,000.00, to provide cost allocation services at Genesee County's Friend of the Court; the cost of this agreement will be paid from account 2150-290.00-801.000

BOARD ACTION REQUESTED:

The Genesee County Friend of the Court is requesting approval to enter into a Master Services Agreement with MGT Impact Solutions, LLC and for a Purchase Order for the fiscal year ending in 2026 in an amount not to exceed $25,000.00.

BACKGROUND:

This Master Services Agreement and Purchase Order will provide budget and financial consulting services for the Title IV-D Cooperative Reimbursement Grant.

DISCUSSION:

Specifically, MGT Impact Solutions, LLC provides Title IV-D cost allocation services, Title IV-D billing services in conjunction with the State of Michigan, and time log processing services for staff who work on both IV-D and non IV-D funded activities. The Friend of the Court attempted to solicit bids from other providers, such as Maximus Inc., for these same services and MGT was the only provider to offer a fully responsive solution that meets our requirements.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of this purchase order will be paid from account 2150-290.00-801.000 and is included in our 2025/2026 Fiscal Year Budget. No additional appropriation is required. These services are 100% covered by our cooperative reimbursement grant.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The use of MGT Impact Solutions, LLC services for budget and financial consulting furthers our priority of enhancing Long-Term Financial Stability by ensuring compliance with Federal grant requirements.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Friend of the Court to authorize entering into a Master Services Agreement between Genesee County, through the Friend of the Court, and MGT Impact Solutions, LLC, and for a purchase order in an amount not to exceed $25,000.00, whereby the contractor will provide budget and financial consulting services for the Title IV-D Cooperative Reimbursement Grant for the fiscal year ending in 2026, is approved (a copy of the memorandum request and support documentation being on file with the official records of the November 5, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the Master Services Agreement on behalf of Genesee County.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of October 1, 2025 ("Effective Date") between MGT Impact Solutions, LLC ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and Genesee County, Michigan ("Client"), located at 900 Beach Street, Flint, Michigan 48502, collectively referred to herein as the "Parties".

WHEREAS, MGT offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for MGT's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of MGT's provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at MGT's discretion.

3. TERM. The term of this Agreement shall commence on the Effective Date and will continue for a period of one (1) year or until terminated in accordance with this Agreement. This Agreement will automatically renew for additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the expiration date.

4. TERMINATION. This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.

5. **INSURANCE**. During the Term of this Agreement and any SOW, MGT will maintain the minimum insurance coverages below. MGT shall provide Certificates of Insurance to Client upon request and as required under SOWs.

a.	Commercial General Liability	$1,000,000 per occurrence $2,000,000 annual aggregate
c.	Business Automobile Liability	$1,000,000 combined single-limit, non-owned and hired. (MGT does not own autos)
d.	Umbrella/Excess Liability	$10,000,000 per occurrence & aggregate, follows form
e.	Worker's Compensation	Per Statute
f.	Employer's Liability	$1,000,000 each accident
f.	Professional Liability	$6,000,000 aggregate

6. INDEMNIFICATION. To the extent permitted by law, each Party shall fully defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, representatives, successors and assigns (collectively, "Indemnified Parties") from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney's fees and expenses ("Claims"), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties.

A Party's indemnity obligations under this Section are contingent upon the indemnified party: a) promptly notifying indemnifying party of each claim; provided, however, that the indemnified party's failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnified party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party's ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that indemnifying party shall not settle any claim that includes an admission of wrongdoing by indemnified parties or otherwise adversely affects indemnified parties' interests without prior consent; and c) at the indemnifying party's request and expense, providing full information and reasonable assistance to the indemnifying party with respect to such claim.

7. LIMITATION OF LIABILITY. MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, except for actions or claims resulting from MGT's gross negligence or intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to MGT under this Agreement in the twelve (12) months prior to the action giving rise to liability.

8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Michigan, irrespective of the choice of laws principles of the state of Michigan, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal court within Genesee County, Michigan and Client hereby accepts venue in each such court.

9. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in Genesee County, Michigan. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought in any court of competent jurisdiction. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

10. CONFIDENTIALITY. Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. MGT may, however, disclose Client's name and the general nature of MGT's work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that MGT's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide to such data, access or other requirements causes significant delays to MGT's progression of Services, and MGT incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. MGT shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

12. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by MGT to Client shall be due and payable upon receipt. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. MGT may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

13. MODIFICATION. This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

15. ASSIGNMENT. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

16. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering the Services, MGT is acting as an independent contractor and not as an officer, agent, or employee of the Client. MGT shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act ("FUTA"), income tax withholding, worker's compensation, and unemployment insurance, MGT, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

18. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To MGT:		**To Client:**	
Name:	MGT Impact Solutions, LLC	Name:	Genesee County, Michigan
ATTN:	Legal Notice/Contracts	ATTN:	Jennifer Kellor
Address:	4320 West Kennedy Blvd. Tampa, FL 33609	Address:	900 Beach Street, Flint, Michigan 48502
Email:	contracts@mgt.us	Email:	jkeillor@geneseecountymi.gov

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

19. SEVERABILITY. If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

20. COUNTERPARTS AND EXECUTION. This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

21. SURVIVAL. The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

22. ENTIRE AGREEMENT. This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

23. **NON-EXCLUSIVITY**. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, MGT may perform Services for any other clients, persons, or companies as MGT sees fit, so long as the performance of such Services does not interfere with MGT's performance of obligations under this Agreement, and do not create a conflict of interest.

24. **THIRD PARTY BENEFICIARIES**. Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

MGT IMPACT SOLUTIONS, LLC	**GENESEE COUNTY, MICHIGAN**
______________________________	______________________________
Name: A. Trey Traviesa	Name:
Title: CEO	Title:
Date:	Date:

EXHIBIT A
STATEMENT OF WORK

Title IV-Claiming and Time Log Processing for Genesee County Friend of the Court

As of October 1, 2025 ("Effective Date"), **MGT Impact Solutions, LLC ("MGT")** and **Genesee County, Michigan** ("**Client**") execute this Statement of Work ("SOW") pursuant to the Master Services Agreement between the Parties dated October 1, 2025 ("Agreement").

1. **PROJECT:** MGT shall provide **Title IV-Claiming services to Client,** specifically including**:**

- Preparation of Client's annual Title IV-D Cooperative Reimbursement Program (CRP) application through EGrAMS for funding from the Michigan Department of Human Services – Office of Child Support ("OCS")
- Monthly Title IV-D invoices through EGrAMS for claiming with all supporting documentation required for reimbursement under the Title IV-D CRP program.
- Development and maintenance of all required depreciation schedules for equipment purchases over $5,000
- Assistance to Client in selecting staff required to perform time studies and training of identified staff in the proper completion of time accounting documentation
- Periodic status of budgetary position and provision of proactive assistance in the preparation and presentation of all required budgetary amendments and line item transfers required by OCS under terms specified
- Technical assistance in response to any and all audits performed on Client's CRP program, whether by the Client's auditor or OCS auditor
- Technical assistance to Client as required to identify policies and procedures to assist in compliance with the various state and federal policies regarding the proper reporting and accounting for the Title IV-D Child Support program.
- Assistance with completing/submission of various reports in **EGrAMS** during the year including, but not limited to: User Verification Report, Tax Data Confidentiality Questionnaire, Obligation Report, Security Assessment, LIT's, Amendments, Annual CRP Budget.
- Guidance in setting up users in **EGrAMS** for approval and submissions.

MGT shall also provide an **automated time log processing service to Client**, specifically including:

- Assistance to Client in identification of those staff members required to participate in the State of Michigan – OCS daily time studies
- Assistance to Client in reviewing job descriptions, organizational charts and other documents used in the determination of the staff members covered by the time study mandate, and development of the various categories to be identified by the time study and to be collected by Client
- Development of the database necessary to track identified employees and the programs or tasks to be identified with the automated system. MGT will "pre-propulate" the automated timesheets for distribution prior to the beginnng of the month covered by the subject timesheets
- Phone support to Client during the time period, responding to any questions from Client or Client's staff members regarding the subject timesheets and their proper completion

- Upon receipt of completed timesheets, MGT will process each sheet and identify the percentage of effort spent on the various identified programs of each employee subject to the guidance provided by OCS and Client
- Monthly recap of the staff members covered by the time study including cumulative averages for use in the budget monitoring process and any subsequent budget preparation calculations
- Once time sheets are processed, MGT will scan the original sheets and maintain the scanned images for a period of time as determined by the OCS for record retention.

2. RENEWALS. This Statement of Work may be renewed indefinitely on an annual basis upon written agreement by the Parties.

3. PERIOD OF PERFORMANCE/PROJECT TIMELINE: MGT shall perform all services and deliver all products of the services by the date(s) required to meet the State of Michigan OCS's deadlines, as shall be established and adjusted by the State of Michigan from time to time.

4. COMPENSATION AND REIMBURSABLE EXPENSES:

For its work under this SOW, MGT shall be paid a fixed fee of $19,000 per year for the Title IV-D Claiming and $2.00 per timesheet processed for the automated time log processing service.

5. INVOICING AND PAYMENT SCHEDULE

Payment Milestones:	$4,750.00 per quarter plus $2.00 per processed timesheet
FOC Cumulative Fees:	$19,000.00 fixed plus processed timesheet costs

6. MGT Project Manager: Donna Smigiel

MGT IMPACT SOLUTIONS, LLC	**GENESEE COUNTY, MICHIGAN**
________________________	________________________
Name: A. Trey Traviesa	Name:
Title: CEO	Title:
Date:	Date:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
32 Old Slip
New York NY 10005
License#: 812008

CONTACT NAME: Stephanie Maes
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Stephanie.Maes@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Insurance Group	914
INSURER B : Atlantic Specialty Insurance C	27154
INSURER C : Federal Insurance Company	20281
INSURER D : Indian Harbor Insurance Compan	36940
INSURER E :	
INSURER F :	

INSURED MGTCONS-01
TVG-MGT Holdings, LP.
MGT Impact Solutions, LLC
4320 West Kennedy Blvd
Tampa FL 33609

COVERAGES **CERTIFICATE NUMBER:** 1364182702 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	711018731-0000	5/12/2025	5/12/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	711018731-0000	5/12/2025	5/12/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Phys. Damage						Comp/Coll Ded.	$ 1,000
B	X UMBRELLA LIAB X OCCUR			711018731-0000	5/12/2025	5/12/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	10WBAR7J14	5/12/2025	5/12/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D C	Professional/Cyber/Tech E&O Crime Coverage			MTP904872900 8264-7179	5/12/2025 5/12/2025	5/12/2026 5/12/2026	Each Claim/Aggregate LIMIT RETENTION	$5,000,000 $3,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Genesee County is included as Additional Insured with regards to the General Liability and Auto Liability as required by written contract subject to the policy terms and conditions. Coverage is Primary and Non-Contributory with regards to the General Liability and Auto Liability as required by written contract subject to the policy terms and conditions. Waiver of Subrogation applies with regards to the General Liability, Auto Liability and Workers' Compensation policies as required by written contract subject to the policy terms and conditions.

CERTIFICATE HOLDER

Genesee County, Michigan
324 S. Saginaw, Suite 9A
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM AUTOMOBILE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

A. Drive Other Car Coverage – Executive Officers and Certain Individuals

1. The following is added to **Section I – Covered Autos**:

Drive Other Car Coverage

a. For Covered Autos Liability Coverage and Physical Damage Coverage, “autos” in the care, custody or control of an “insured” described in Paragraph **2.** below, which you do not own, hire, lease or borrow, are covered “autos”. But this does not include any “auto”:

(1) Owned by any “insured” described in Paragraph **2.** below, or any member of their household, including any “auto” that is owned but not insured;

(2) Used by an “insured” described in Paragraph **2.** below while working in the business of selling, servicing, repairing or parking autos; or

(3) Insured or covered under another policy.

b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an “insured” described in Paragraph **2.** below, and their family members residing in the same household, are “insureds” while:

(1) Occupying as a passenger; or

(2) A pedestrian when struck by;

any “auto” you do not own, hire, lease or borrow, except an “auto” owned by an “insured” described in Paragraph **2.** below or members of their household, or an “auto” insured or covered under any other policy.

2. With respect to Drive Other Car Coverage only, Paragraph **A.1. Who is an Insured** of **Section II – Liability Coverage** is amended to include as an "insured" the following:

   If you are designated in the Declarations as:

   a. An individual, you and your spouse.

   b. A partnership, your partners and their spouses.

   c. An organization other than an individual or a partnership, your "executive officers" and their spouses.

3. **Limit of Insurance and Deductible**

   The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an "auto" you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an "auto" you own.

4. **Other Insurance**

   Regardless of the existence of other insurance or Paragraph **B.5. Other Insurance** of **Section IV – Business Auto Conditions**, Drive Other Car Coverage is primary.

B. Section II – Covered Autos Liability Coverage

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

   Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as an additional "insured" any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for "bodily injury" or "property damage" caused in whole or in part by your maintenance, operation or use of a covered "auto". But this insurance does not apply:

   a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the "accident" that caused the "bodily injury" or "property damage";

   b. To any person or organization included as an "insured" under any other provisions of this policy, including this or any other endorsement;

   c. To the independent acts or omissions of such person or organization; or

   d. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends or the lessor or its agent takes possession of the "auto".

2. **Broadened Named Insured**

   Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

   a. Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as an "insured" your "employee" while:

      (1) Using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

      (2) Operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Exclusion **B.5. Fellow Employee** of **Section II – Covered Autos Liability** is deleted.

   c. The following is added to **B.5.b** of **Section IV – Business Auto Conditions**:

      Any covered "auto" hired or rented without a driver by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered "auto" you own.

4. **Newly Acquired or Formed Organizations**

   Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as an "insured" any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

(1) Coverage under this provision is afforded only until the end of the policy period; and

(2) Coverage does not apply to “bodily injury” or “property damage” caused by an “accident” that occurred before you acquired or formed the organization.

5. Supplementary Payments – Bail Bonds and Loss of Earnings

In Paragraph **A.2.a. Supplementary Payments** of **Section II – Covered Autos Liability**, the following replaces Paragraphs **(2)** and **(4)**:

(2) Up to $3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage

a. If hired “autos” are covered “autos” under **Section II – Covered Autos Liability Coverage** and this policy provides Comprehensive, Specified Causes of Loss or Collision Coverage, any “auto” you lease, hire, rent or borrow will be deemed a covered “auto” for Physical Damage Coverage, subject to the provisions in Paragraph **b.** below. However, we will only provide such Physical Damage Coverage to borrowed “autos” when:

(1) You have agreed to provide physical damage coverage to such “autos” by written contract or agreement; and

(2) Such contract or agreement was entered into prior to “loss” to such “auto”.

b. For Hired Physical Damage Coverage provided by paragraph **a.** above:

(1) The most we will pay for “loss” to any hired “auto” is the lesser of:

(a) $75,000 for “autos” of the private passenger type and $50,000 for all other “autos”;

(b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) The Deductible is the largest Deductible for the applicable coverage for an “auto” you own.

(3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

2. Towing – Any Covered Autos

The following replaces Paragraph **A.2. Towing** of **Section III – Physical Damage Coverage**:

Provided that a premium charge for Towing and Labor is shown in the Declarations, we will pay up to the Limit shown in the Declarations, plus an additional $50, for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement.

3. Transportation Expenses Increased

In Paragraph **A.4.a. Transportation Expenses** of **Section III – Physical Damage Coverage**, the amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered “auto” of the private passenger type are increased to $75 per day, to a maximum of $2,250.

4. Loss of Use Expenses Increased

The following replaces the last paragraph in Paragraph **A.4.b. Loss Of Use Expenses** of **Section III – Physical Damage Coverage**:

However, the most we will pay for any expenses for loss of use is $1,000.

5. Other Coverage Extensions

If you have Physical Damage Coverage, the following are added to Paragraph **A.4. Coverage Extensions** of **Section III – Physical Damage Coverage**:

a. Airbag Discharge

We will pay to reset or replace a covered "auto's" airbag that accidentally discharges without the "auto" being involved in an "accident" if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

b. Auto Theft Reward

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to $2,000 for information leading to the arrest and conviction of anyone stealing a covered "auto". But we will not pay a reward to you, any family members or "employees" or any public officials while performing their duties.

c. Loan/Lease Gap Coverage

If a covered "auto" is subject to a loan or long-term lease that requires, in writing, that the lender or lessor be a loss payee, and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the "auto" at the time of "loss" and the remaining balance on your loan or lease. But we will not pay for:

(1) Any amount paid under the policy's Physical Damage Coverage; or

(2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

For purposes of this provision, a long-term lease is a lease for a period of six months or longer.

d. Rental Reimbursement

We will pay for expenses to rent an "auto" of the private passenger type because of "loss" to a covered "auto" of the private passenger type. But:

(1) We will only pay expenses incurred during the policy period at the time of the "loss" and ending, regardless of the policy period, six days after the "loss".

(2) The most we will pay is the lesser of:

(a) Reasonable and necessary expenses actually incurred; or

(b) $50 per day.

(3) This coverage does not apply if a spare or reserve "auto" is available to you.

(4) If "loss" is because of the total theft of a covered "auto", we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

6. Diminution in Value

The following is added to Exclusion **B.6.** of **Section III – Physical Damage Coverage**:

This exclusion does not apply to "diminution in value" of a covered "auto" of the private passenger type used in the conduct of the "insured's" business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such "diminution in value" is the lesser of:

a. 20 percent of the actual cash value of the "auto" as of the time of the "loss"; or

b. $7,500.

7. Communications Equipment

The following is added to Paragraph **B. Exclusions** of **Section III – Physical Damage Coverage**:

Exclusions **4.c.** and **4.d.** do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered "auto" and designed for use as a:

a. Citizen's band radio;

b. Two-way mobile radio or telephone;

c. Scanning monitor receiver; or

d. GPS navigation system.

No Deductible applies to “loss” to such communications equipment. But the most we will pay for all such communications equipment is $5,000 for any one “loss”.

8. Deductible Waived For Glass Repair

The following is added to Paragraph **D. Deductible** of **Section III – Physical Damage Coverage**:

No Deductible applies if glass that is damaged is repaired rather than replaced.

D. Section IV – Business Auto Conditions

1. Duties in the Event of Accident, Claim, Suit or Loss

The following is added to Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**:

The requirements that you must notify us of an “accident”, claim, “suit” or “loss”, or send us documents concerning a claim or “suit”, apply only if the “accident”, claim, “suit” or “loss” is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An “executive officer” or insurance or risk manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an “accident”, claim, “suit” or “loss” does not apply if you report the “accident”, claim, “suit” or “loss” to your workers’ compensation insurer and the “accident”, claim, “suit” or “loss” later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an “accident”, claim, “suit” or “loss” is a liability claim rather than a workers’ compensation claim, you must comply with all parts of Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**.

2. Waiver of Transfer or Rights of Recovery Against Others to Us (Waiver of Subrogation) Automatic When Required by Written Contract or Agreement

The following is added to Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us** of **Section IV – Business Auto Conditions**:

This condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

a. Under a written contact or agreement with such person(s) or organization(s); and

b. Prior to the "accident" or the "loss."

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **C**. of **Section V – Definitions**:

“Bodily injury” includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Executive Officer

The following is added to **Section V – Definitions**:

“Executive officer” means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION WHEN REQUIRED BY CONTRACT, AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is added to Paragraph **5**, **Other Insurance** of **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of Paragraph **a.** above, any Liability Coverage under this Coverage Form is primary to, and will not seek contribution from, any other insurance available to an additional “insured” if:

(1) Such additional “insured” is a Named Insured under that other insurance; and

(2) You have agreed in writing in a contract, agreement or permit that this insurance would be primary and would not seek contribution from any other insurance available to such additional “insured”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) BLANKET ADDITIONAL INSURED PER SCHEDULE ON FILE WITH NAMED INSURED
Location(s) Of Covered Operations Location Building 1 1
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
BLANKET ADDITIONAL INSURED PER SCHEDULE ON FILE WITH NAMED INSURED
Location And Description Of Completed Operations
Location Building 1 1
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

E-INSURED

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – Broad Form Vendors	**8.** Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to: o Work performed by you o Premises you own, rent, lease or occupy o Equipment you lease	**9.** Duties in Event of Occurrence, Claim or Suit **10.** Expected or Intended Injury (PD) **11.** Incidental Medical Malpractice **12.** Medical Payments **13.** Mobile Equipment Redefined
3. Aggregate Limit Per Location	**14.** Newly Acquired or Formed Organizations
4. Blanket Waiver of Subrogation	**15.** Non-Owned Aircraft
5. Bodily Injury Redefined – Mental Anguish	**16.** Non-Owned Watercraft
6. Broadened Named Insured	**17.** Personal and Advertising Injury
7. Broadened Property Damage o Borrowed Equipment o Customers' Goods o Use of Elevators	**18.** Product Recall Expense **19.** Supplementary Payments Increased Limits

1. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision **1.** does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty not authorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs **4.** or **6.**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or

3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless

(a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and

(b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;

3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

5. To any:

(a) Lessor of equipment after the equipment lease terminates or expires; or

(b) Owners or other interests from whom land has been leased; or

(c) Managers or lessors of premises if:

(1) The "occurrence" takes place after you cease to be a tenant in that premises; or

(2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury, or "property damage" occurring after:

(a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

c. **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought; or

3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

3. AGGREGATE LIMIT PER LOCATION

a. Under **Section III – Limits of Insurance,** the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

b. Under **Section V – Definitions,** the following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. BLANKET WAIVER OF SUBROGATION

Section IV – Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

Under **Section V**, the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROADENED NAMED INSURED

Section II – Who Is An Insured is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

7. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

a. The **Damage To Property** exclusion under **Section I** Coverage **A** is amended as follows:

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.

2. The exclusions for

(a) Property loaned to you;

(b) Personal property in the care, custody or control of the insured; and

(c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is $35,000 per "occurrence".

b. Under **Section V – Definitions,** the following definition is added:

"Customers' Goods" means goods of your customer on your premises for the purpose of being:

1. Repaired; or

2. Used in your manufacturing process.

c. The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

8. COVERAGE TERRITORY – WORLDWIDE

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere provided the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

9. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Duties In The Event Of Occurrence, Claim or Suit is amended by adding the following paragraphs:

a. The requirements that you must

1. notify us of an "occurrence" offense, claim or "suit" and

2. send us documents concerning a claim or "suit"

apply only when such "accident" claim, "suit" or "loss" is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An executive officer of the corporation or insurance manager, if you are a corporation; or

4. A manager, if you are a limited liability company.

b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.**

10. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)

The **Expected Or Intended Injury** exclusion under **Coverage A Bodily Injury and Property Damage** is replaced by:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

11. INCIDENTAL MALPRACTICE – EMPLOYED PHYSICIANS, NURSES, EMT'S AND PARAMEDICS

a. Under **Section II – Who Is An Insured,** the paragraph that excludes an employee or volunteer worker as insured for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services does not apply to a physician, dentist, nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

b. The insurance afforded by this provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

12. MEDICAL PAYMENTS – INCREASED LIMITS AND TIME PERIOD

In the Insuring Agreement under Coverage **C – Medical Payments**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.

a. The Medical Expense Limit is $15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.

b. This provision **12.** does not apply if Coverage **C – Medical Payments** is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

13. MOBILE EQUIPMENT – SELF-PROPELLED SNOW REMOVAL, ROAD MAINTENANCE AND STREET CLEANING EQUIPMENT

The following is added to the "mobile equipment" definition:

Vehicles maintained primarily for purposes other than the transportation of persons or cargo that are self-propelled vehicles of less than 1,000 pounds gross vehicle weight with the following types of permanently attached equipment will be considered "mobile equipment":

a. Snow removal;

b. Road maintenance, but not construction or resurfacing; or

c. Street cleaning.

14. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **Section II – Who Is An Insured**, the time period limitation for newly acquired or formed organizations is replaced by:

Coverage under this provision is afforded only until the end of the current policy period.

15. NON-OWNED AIRCRAFT

The **Aircraft, Auto Or Watercraft** exclusion under Coverage **A Bodily Injury And Property Damage Liability** does not apply to an aircraft that is:

1. Hired, chartered or loaned with a paid crew; and

2. Not owned by any insured.

a. The insurance afforded by this provision **15.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

16. NON-OWNED WATERCRAFT

a. Section II – Who Is An Insured is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

1. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

b. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 55 feet.

c. The insurance afforded by this provision **16.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

17. PERSONAL AND ADVERTISING INJURY

The following exclusions under the definition of "personal and advertising injury" are amended as follows:

a. Insureds In Media Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting; or

(2) Designing or developing content of websites for others.

However, this exclusion does not apply to paragraphs **14 a., b. and c**. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

b. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or maintains for others.

18. PRODUCT RECALL EXPENSE

With respect to this Provision **18.**, the **Recall Of Products, Work Or Impaired Property** exclusion under **Coverage A Bodily Injury And Property Damage Liability** is deleted.

a. The following is added to **Section III - Limits Of Insurance** section:

1. The Limits of Insurance shown in the Product Recall Schedule and rules below fix the most we will pay regardless of the number of

(a) Insureds;

(b) "Covered recalls" initiated; or

(c) Number of "your products" recalled.

2. The Product Recall Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

3. Subject to **2.** above, the Each Product Recall Limit is the most we will reimburse you for the sum of all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

4. Subject to **3**. above, we will pay only the amount of "product recall expenses" in excess of the deductible amount shown in the Product Recall Schedule.

Products Recall Schedule

	Limits of Insurance
Product Recall Aggregate Limit	$ 50,000
Each Product Recall Limit	$ 25,000
Each Product Recall Deductible	$1,000

If any limits and deductible other than those above are shown in the Declarations as the Products Recall Expense Limits, the amounts shown in the Declarations will replace the Limits of Insurance and deductible provided for this coverage.

The Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

b. The following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** provision under **Section IV – Conditions:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

1. Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

2. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;

3. As often as may be reasonably required, permit us to inspect "your product" that demonstrates the need for the "covered recall" and permit us to examine your books and records. Also permit us to take damaged and undamaged samples of "your products" for inspection, testing and analysis; and permit us to make copies from your books and records;

4. Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and

5. Permit us to examine any insured under oath, while not in the presence of any other insured and at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

c. The following definitions are added to the Definitions Section:

1. "Covered recall" means a recall made necessary because the insured or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in or will result in "bodily injury" or "property damage".

2. "Product Recall Expense" means:

(a) The following necessary and reasonable expenses you incur exclusively for the purpose of recalling "your product":

(1) For communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;

(2) For shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) For remuneration paid to your regular "employees" for necessary overtime;

(4) For hiring additional persons, other than your regular "employees";

(5) Incurred by "employees", including transportation and accommodations;

(6) To rent additional warehouse or storage space; or

(7) For disposal of "your products", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, but

"product recall expenses" does not include costs of regaining your market share, goodwill, revenue or profit.

(b) "Product Recall Expense" does not include any expenses resulting from:

(1) Failure of any product to accomplish its intended purpose;

(2) Breach of warranties of fitness, quality, durability or performance;

(3) Loss of customer approval, or any cost incurred to regain customer approval;

(4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(5) Caprice or whim of the insured;

(6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance; and

(7) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found

19. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under Section **I – Coverages**, **Supplementary Payments – Coverages A and B**, paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 10 WB AR7J14 **Endorsement Number:**
Effective Date: 05/12/25 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: TVG-MGT Holdings, LP
4320 W KENNEDY BLVD
TAMPA FL 33609

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by ____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 10 WB AR7J14 **Endorsement Number:**
Effective Date: 05/12/25 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: TVG-MGT Holdings, LP
4320 W KENNEDY BLVD
TAMPA FL 33609

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by ______________________________
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 10 WB AR7J14 **Endorsement Number:**
Effective Date: 05/12/25 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: TVG-MGT Holdings, LP
4320 W KENNEDY BLVD
TAMPA FL 33609

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Special Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   All Texas Operations

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

Genesee County

Staff Report

File #: RES-2025-2573 **Agenda Date:** 11/5/2025 **Agenda #:** 5.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of a Contract Extension with Easterseals of Michigan to provide juvenile justice therapeutic services for the extension term October 1, 2025-September 30, 2026, in an amount not to exceed $365,000.00, to be paid from the listed accounts

BOARD ACTION REQUESTED:

The Court is respectfully requesting approval of a contract extension with Easterseals of Michigan to provide juvenile justice therapeutic services for the extension term October 1, 2025 - September 30, 2026, at a cost not to exceed $365,000 to be paid from account 2920-664.00-801.000 ($305,000) and 2920-663.07-801.001 ($10,000) and 1010-662.00-868.010 ($50,000). The services are part of the approved childcare fund annual plan and budget for FY 2025-26.

BACKGROUND:

Easterseals (ESM) will provide behavioral health services to adjudicated delinquent youth or youth upon a filed complaint, and their families with the goal of reducing detention stays and recidivism. ESM offers a variety of services ranging from traditional outpatient behavioral health services to more intense community-based services including case management and intensive home-based services. ESM can provide services to individuals and their families with mild to severe conditions. The underlying agreement between the parties is reflected in Resolution # 2024-1274.

DISCUSSION:

See above.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Cost of contract extension not to exceed $365,000 to be paid from account 2920-664.00-801.000 ($305,000) and 2920-663.07-801.001 ($10,000) and 1010-662.00-868.010 ($50,000). The services are part of the approved childcare fund annual plan and budget for FY 2025-26.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Healthy, safe, and livable communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize extending the professional services contract between Genesee County and Easterseals of Michigan (ESM), whereby ESM will provide behavioral health services to court-involved youth and families associated with delinquency proceedings for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $365,000.00 to be paid from accounts 2920-664.00-801.000 ($305,000.00), 2920-663.07-801.001 ($10,000.00), and 1010-662.00-868.010 ($50,000.00), is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the November 5, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Service Agreement
with Easterseals MORC

This Extension is between Easterseals MORC ("ESM") and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the "County"), acting through the Family Division of the 7th Judicial Circuit Court (the Contractor and the County together, the "Parties"), as to extend the underlying agreement entered into between the parties, reflected in Resolution # 2024-1274.

WHEREAS, the Parties executed a professional services agreement contract effective October 1, 2024 – September 30, 2025 (the "Agreement"), pursuant to which the Contractor would provide behavioral health services to court-involved youth and families associated with delinquency proceedings; and

WHEREAS, the Parties wish to extend the contract, pursuant to Paragraph 1.2 of the Agreement, for an additional one-year term, effective October 1, 2025 – September 30, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for an additional one-year term, for October 1, 2025 – September 30, 2026.

2. The compensation to be paid to the Contractor on this extension basis shall not exceed $365,000.00.

3. The remaining terms of the agreement remain unchanged and in full effect.

EASTERSEALS MORC	COUNTY OF GENESEE
By:________________________	By:________________________
Brent Wirth President/CEO	Delrico J. Loyd, Chairperson Board of Commissioners
Date:______________________	Date:______________________

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Easterseals MORC Health Care, Inc, a Michigan non-profit organization whose principal place of business is located at 2399 E Walton Blvd, Auburn Hills, MI 48326,** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed $365,000.00.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this

Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of $_1,000,000_________ per occurrence and a $__2,000,000_________aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than $1,000,000 per occurrence and $1,000,0000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

1. **Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

2. **Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

EASTERSEALS MORC

Signed by:
By: Brent Wirth
Brent Wirth 7671C9BE4D2...
President/CEO

Date: 1/27/2025

COUNTY OF GENESEE

By: Delrico J. Loyd
Delrico J. Loyd (Jan 29, 2025 10:46 EST)
Delrico Loyd, Chairperson
Board of County Commissioners

Date: Jan 29, 2025

EXHIBIT A
Description of the Services

Easterseals MORC (EM) will provide behavioral health services to adjudicated delinquent youth individuals or youth with a filed referral or complaint, and their families with the goal of reducing detention stays and recidivism. EM offers a variety of services ranging from traditional outpatient behavioral health services to more intense community- based services including case management and intensive home-based services. EM can provide services to individuals and their families referred for diversion cases, consent calendar cases or formal probation cases.

EM will provide the following services:

- Intensive Family Support (Clinical Case Management): The IFS worker will utilize engagement strategies to take a multifaceted approach to working with assigned families. The family will have an assessment and a plan driven by needs identified by the youth, family, court, school, etc. Each plan will be laid out specifically using actionable objectives for the youth and families to reach their goals. The family will identify supports and resources needed to accomplish their goals and address any barriers to reaching them. The IFS worker will work as part of the family team in collaborating with partners, referrals, making appointments and transporting to needed services. The IFS worker will meet with each family weekly with an intensity and length of service determined by the team. IFS workers will be supervised by a Master level Social worker on a biweekly basis or more as needed for case consult. All staff will be on 24 hr. crisis call 7 days a week and appointments will be flexible to accommodate working families. IFS worker will accompany the family to all court proceedings and provide service s in the home, community, school, court, etc.
- Care Coordination: Juvenile and family would be connected to a care coordinator upon referral to the program. Engagement and coordination of services will begin at this point with Clinician going to wherever the family is. Any barriers to access for needed services for both Juvenile and family will be addressed. If the family qualifies for CMH services, the care coordinator will walk them through this process and provide services during this transition period. If the family has CMH services and needs a transfer or increase in level of care, the care coordinator will work with all involved parties to complete. Transportation will be provided to the family as needed through bus passes, your ride, and staff transport when needed to appointments.
- Intensive Home-Based Therapy: Juvenile and family would receive 2-10 hours a week of individual and family therapy, case management, coordination according to level of need. Care coordinator will request home-based authorization with CMH when fitting the Medicaid requirements. If the family doesn't qualify for CMH level services due to income, insurance, or various other reasons, the care coordinator will bill the court for any unbillable services through the health plans. These services will be mobile and provided wherever the juvenile and family are located.
- Moral Reconation Group Therapy (MRT): MRT is an NREPP program, is the premiere cognitive-behavioral program for substance abuse treatment and for offender populations. MRT for Adolescents can be used for children ages 12-18 and a variety of juvenile settings,

probation and parole, community corrections, diversion programs, in private treatment settings, in welfare-to-work programs, educational settings, drug/mental health/juvenile courts, and elsewhere. The program has 16 Steps with 12 of these typically completed in 30 group sessions held in accordance with the implementation site's own needs and characteristics. Clients complete homework for each group prior to coming to a session. In group each client presents his or her homework and the facilitator passes the client to the next step or has the client redo the homework based on objective criteria. MRT groups are open-ended meaning that new clients can enter an ongoing group at any time. Each group session will usually have new clients as well as some finishing the program. All MRT facilitators must complete basic MRT training.

- Community Based Outpatient: Therapy provided in the community at a lower level of care or as a step down from home-based services. The frequency is less at 2-4 encounters per month at the appropriate level of care.
- Office Based Therapy: Therapy is provided in the office at a lower level of care or as a step down from home-based services. The frequency is 2-4 encounters per month at the appropriate level of care.
- Trauma Informed Services: We are a trauma informed organization and have many trauma-informed options including but not limited to trauma screening, neurodevelopmental assessment, TFCBT clinicians, and professional development trauma trainings.
- Intergenerational Trauma Treatment Model (ITTM): The ITTM is a 21-session complex trauma treatment program for children and their caregivers and involves the caregiver throughout the course of trauma treatment for the child. The results appear to be effective and long lasting (Copping, Benner, Warling, & Woodside, 2003). The ITTM picks up where attachment work leaves off and interrupts the intergenerational transmission of traumatic impact onto the children. The ITTM specifically grows the caregiver's investment in the program where commitment to the treatment process may be in question at the start. The ITTM's methodologies assess and resolve caregiver-related issues, reduce the impact of traumatic events and strengthen the child/caregiver bond through three phases of treatment.
- Mental Health Liaison (MHL) services for Community-based school program: A MHL is a contracted Master-level clinician who will assist youth and their families where the primary risk of recidivism, detention admission, or residential placement is untreated mental health or substance abuse needs. In order to prevent recidivism, detention admissions, and/or residential placement the MHL will assist in removing any barriers to accessing mental health and substance abuse services for youth. The MHL will assist parents in completing the mental health treatment intake processes or accessing the appropriate level of mental health services, and work with the community-based school program to remove any barriers to school attendance. The MHL will also conduct therapy groups and classes. If needed, the MHL will provide crisis management therapy services until the client is enrolled in the appropriate level services. The MHL will provide up to 24 hours per week of services at the community-based school program.
- Report and court appearances: Clinicians will provide reports at the frequency requested by the court, attend court meetings, and appear in court for oral progress reports as requested.

- Family Functional Therapy (FFT) Services/Training & Site Certification: FFT is an empirically grounded and highly successful family intervention program for court-involved youth. Target populations range from at-risk preadolescents to youth with very serious problems such as conduct disorder, violent acting out, and substance abuse. Intervention ranges from 8-12 one-hour sessions for mild cases and up to 30 sessions of direct service for more difficult situations. In most program sessions are spread over a three-month period. FFT is conducted in both clinic settings as outpatient therapy and as a home-based model. FFT Site certification is a 3-phase process: Clinical Training, Supervision Training, and On-going Model Fidelity with a goal of training up to 6 therapists.

FFT will be provided to youth on probation or in the Juvenile Justice Center.

*All therapeutic services are provided by Masters level licensed clinicians.

Billing Invoice:

Medicaid and Health Plans will be billed for all billable services, this agreement is for services that are NOT billable.

The Contractor must provide to the County monthly invoices in a form acceptable to the County along with any necessary supporting documentation such as time sheets, said invoices to be submitted no later than the 10th of the month following close of the month of service.

Late invoices, those submitted any time after the 10th day of the month following close of the month of service, will not be paid. If the Contractor submits a late invoice, that invoice may be paid at the discretion of the Contract Administrator only after written notice from the Contractor stating the reason for the late invoice.

The Contract Administrator shall be the point of submission for the monthly invoices. The request for payment will be placed in line for payment as soon as practical and consistent with current practice. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Billing invoice shall include the following:

- Billing month
- Youth's full name
- Date of birth
- Age
- Court docket number
- Service date
- Service type
- Service rate
- Total amount for entire invoice

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER Aon Risk Services Central, Inc. MSC# 17385 Aon PO Box 1447 Lincolnshire IL 60069 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105 **E-MAIL ADDRESS:**

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Indemnity Insurance Company	18058
INSURER B:	Accident Fund General Insurance Company	12304
INSURER C:	AXIS Surplus Insurance Company	26620
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Easterseals MORC Health Care, Inc.
2399 E. Walton Blvd
Auburn Hills MI 48326 USA

COVERAGES **CERTIFICATE NUMBER:** 570116048505 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			PHPK2610122016	10/01/2025	10/01/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			PHPK2610122016	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Comp./Coll. Ded.	$1,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			PHUB884329016	10/01/2025	10/01/2026	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AFWCP100098810	10/01/2025	10/01/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE-EA EMPLOYEE	$500,000
							E.L. DISEASE-POLICY LIMIT	$500,000
A	E&O - Professional Liability - Primary			PHPK2610122016 Claims Made	10/01/2025	10/01/2026	Aggregate Limit	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

Certificate No : 570116048505

CERTIFICATE HOLDER

Easterseals MORC Health Care, Inc.
2399 E. Walton Blvd.
Auburn Hills MI 48326 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

AGENCY CUSTOMER ID: 570000095998
LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Easterseals MORC Health Care, Inc.
POLICY NUMBER: See Certificate Number: 570116048505	
CARRIER: See Certificate Number: 570116048505 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
C	Cyber Liability			P00100121550503 Claims Made SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Aggregate Limit	$5,000,000
							SIR	$50,000
A	Miscellaneous Medical Professional Liab			PHPK2610122016 Commercial Pkg - BOR	10/01/2025	10/01/2026	Aggregate Limit	$3,000,000

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2574 **Agenda Date:** 11/5/2025 **Agenda #:** 6.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of a contract Extension with Easterseals of Michigan, in an amount not to exceed $100,000.00, to provide intensive family support services; the term of this extension is October 1, 2025 through September 30, 2026; the cost of this extension will be paid from account 2920-664.00-801.000

BOARD ACTION REQUESTED:

The Court is respectfully requesting approval of a contract extension with Easterseals of Michigan, in an amount not to exceed $100,000, to provide intensive family support services; the term of this extension is October 1, 2025 through September 30, 2026; the cost of this extension will be paid from account 2920-664.00-801.000.

BACKGROUND:

Easterseals of Michigan (ESM) will provide intensive family support services to families in child protective proceedings where a neglect complaint or petition has been filed with the Court.

DISCUSSION:

Easterseals of Michigan (ESM) social workers provide support to families and/or youth who have demonstrated issues in substance use, mental health, improper housing, poor school attendance, poor parenting skills, poor relationship skills, lack of participation in parenting time, and lack of participation in court hearings. The social workers not only provide referrals to community resources but assist parents in accessing community resources. The program will help parents and youth obtain the services identified in their probation case plan or parent/agency treatment plan.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Cost of extension not to exceed $100,000, to be paid from account 2920-664.00-801.000.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Healthy, safe, and livable communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize extending the professional services contract between Genesee County and Easterseals of Michigan (ESM), whereby ESM will provide support services to court-involved youth and families associated with child protective proceedings for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $100,000 to be paid from account 2920-664.00-801.000, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the November 5, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Service Agreement
with Easterseals MORC

This Extension is between Easterseals MORC ("ESM") and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the "County"), acting through the Family Division of the 7th Judicial Circuit Court (the Contractor and the County together, the "Parties"), as to extend the underlying agreement entered into between the parties, reflected in Resolution # 2024-1280.

WHEREAS, the Parties executed a professional services agreement contract effective October 1, 2024 – September 30, 2025 (the "Agreement"), pursuant to which the Contractor would provide support services to court-involved youth and families associated with child protective proceedings; and

WHEREAS, the Parties wish to extend the contract, pursuant to Paragraph 1.2 of the Agreement, for an additional one-year term, effective October 1, 2025 – September 30, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for an additional one-year term, for October 1, 2025 – September 30, 2026.

2. The compensation to be paid to the Contractor on this extension basis shall not exceed $100,000.00.

3. The remaining terms of the agreement remain unchanged and in full effect.

EASTERSEALS MORC	COUNTY OF GENESEE
By:________________________	By:________________________
Brent Wirth	Delrico J. Loyd, Chairperson
President/CEO	Board of Commissioners
Date:______________________	Date:______________________

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Easterseals MORC Health Care, Inc, a Michigan non-profit organization whose principal place of business is located at 2399 E Walton Blvd, Auburn Hills, MI 48326,** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed $100,000.00.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this

Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of $_1,000,000_________ per occurrence and a $__2,000,000_________aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than $1,000,000 per occurrence and $1,000,0000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

1. **Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

2. **Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

EASTERSEALS MORC	COUNTY OF GENESEE
Signed by:	
By: Brent Wirth	By: Delrico J. Loyd Delrico J. Loyd (Jan 29, 2025 10:46 EST)
Brent Wirth 71C9BE4D2...	Delrico Loyd, Chairperson
President/CEO	Board of County Commissioners
Date: 1/27/2025	Date: Jan 29, 2025

EXHIBIT A
Description of the Services

Social workers will support families and/or youth involved in child protective proceedings where a petition has been filed and the family has demonstrated issues in substance use, mental health, improper housing, poor school attendance, poor parenting skills, poor relationship skills, lack of participation in parenting time, and lack of participation in court hearings. The social workers will not only provide a referral to community resources but will assist parents in accessing community resources. The program will help parents and youth obtain the services identified in their probation case plan or parent/agency treatment plan. The social workers may help complete housing applications, complete intakes for mental health treatment, provide transportation to parenting time, provide transportation to court hearings, attend court hearings as an advocate for parent or youth, help gain access to court-ordered services, obtain necessities to facilitate a return home of their children, or work with the schools to remove any barriers to school attendance. Social Workers should work 40 hours per week and must be available during normal business hours. If required, Social Workers should make themselves available outside of regular business to meet the needs of the client. All youth and families within this program are subject to intensive, weekly face to face contact. Weekly contacts should take place in the home or in the community. Families are monitored by staff who will carry no more than a 1:20 caseload ratio. The social workers will have to work in collaboration with a support team that may include the probation officer, school attendance liaison, the DHHS worker, the parent, parents' attorneys, the child's attorney, or other service providers to achieve the following goals: 1. Increase parent engagement in the court process and attendance at court proceedings 2. Increase parent or youth participation in services 3. Increase involvement in parent-child visitation 4. Accelerate reunification 5. Decrease recidivism 6. Avoid further justice involvement 7. Decrease time for parents to achieve permanency and reunification.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER	CONTACT NAME:		
Aon Risk Services Central, Inc. MSC# 17385 Aon PO Box 1447 Lincolnshire IL 60069 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:	Philadelphia Indemnity Insurance Company	18058
Easterseals MORC Health Care, Inc. 2399 E. Walton Blvd Auburn Hills MI 48326 USA	INSURER B:	Accident Fund General Insurance Company	12304
	INSURER C:	AXIS Surplus Insurance Company	26620
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570116048505 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2610122016	10/01/2025	10/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE; X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY; PRO-JECT; LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			PHPK2610122016	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
							Comp./Coll. Ded.	$1,000
A	X UMBRELLA LIAB; X OCCUR			PHUB884329016	10/01/2025	10/01/2026	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$5,000,000
	DED; X RETENTION $10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			AFWCP100098810	10/01/2025	10/01/2026	X PER STATUTE; OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$500,000
							E.L. DISEASE-POLICY LIMIT	$500,000
A	E&O - Professional Liability - Primary			PHPK2610122016 Claims Made	10/01/2025	10/01/2026	Aggregate Limit	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage.

Certificate No : 570116048505

CERTIFICATE HOLDER

Easterseals MORC Health Care, Inc.
2399 E. Walton Blvd.
Auburn Hills MI 48326 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

AGENCY CUSTOMER ID: 570000095998
LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Easterseals MORC Health Care, Inc.
POLICY NUMBER See Certificate Number: 570116048505		
CARRIER See Certificate Number: 570116048505	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
C	Cyber Liability			P00100121550503 Claims Made SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Aggregate Limit	$5,000,000
							SIR	$50,000
A	Miscellaneous Medical Professional Liab			PHPK2610122016 Commercial Pkg - BOR	10/01/2025	10/01/2026	Aggregate Limit	$3,000,000

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

Genesee County

Staff Report

File #: RES-2025-2580 **Agenda Date:** 11/5/2025 **Agenda #:** 7.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of a contract extension with Youth Arts: Unlocked - Youth on Probation, in an amount not to exceed $20,000.00, to provide art workshops for youth on probation for an extension term commencing October 1, 2025 - September 30, 2026 to be paid from account 2920-663.07.801.028

BOARD ACTION REQUESTED:

The Court is respectfully requesting approval of a contract extension with Youth Arts: Unlocked (YAU) to provide art workshops for youth on probation for an extension term commencing October 1, 2025 - September 30, 2026, at a cost not to exceed $20,000 to be paid from account 2920-663.07.801.028. This service is part of the approved childcare fund annual plan and budget.

BACKGROUND:

YAU provides workshops to youth on probation at the Court's community-based education programs. YAU introduces artistic concepts and techniques as a means of connection, education, and expression.

DISCUSSION:

See above.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of the extension is not to exceed $20,000 to be paid from account 2920-663.07.801.028. This service is part of the approved childcare fund annual plan and budget.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Fosters safe, healthy, and livable communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize extending the professional services contract between Genesee County and Youth Arts: Unlocked (YAU), whereby YAU will provide art workshops for court-involved youth on probation for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $20,000 to be paid from account 2920-663.07-801.028, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the November 5, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Service Agreement
with Youth Arts: Unlocked

This Extension is between Youth Arts: Unlocked (YAU) and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the "County"), acting through the Family Division of the 7th Judicial Circuit Court (the Contractor and the County together, the "Parties"), as to extend the underlying agreement entered into between the parties, reflected in # 24-671.

WHEREAS, the Parties executed a professional services agreement contract effective January 1, 2025 – September 30, 2025 (the "Agreement"), pursuant to which the Contractor would coordinate art workshops for court-involved youth on probation; and

WHEREAS, the Parties wish to extend the contract, pursuant to Paragraph 1.2 of the Agreement, for an additional one-year term, effective October 1, 2025 – September 30, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for an additional one-year term, for October 1, 2025 – September 30, 2026.

2. The compensation to be paid to the Contractor on this extension basis shall not exceed $20,000.00.

3. The remaining terms of the agreement remain unchanged and in full effect.

YOUTH ARTS: UNLOCKED	COUNTY OF GENESEE
By:________________________	By:________________________
Ann Kita Executive Director	Delrico J. Loyd, Chairperson Board of Commissioners
Date:______________________	Date:______________________

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **YOUTH ARTS: UNLOCKED, a Michigan non-profit corporation** whose principal place of business is located at **336 W. 1st St., Suite 108 Flint, MI 48502** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed $10,000.

3.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

3.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

3.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. **Contract Administrator**

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. **Warranties**

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. **Suspension of Work**

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The

Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee

County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of $_1,000,000_________ per occurrence and a $__2,000,000_________ aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than $1,000,000 per occurrence and $1,000,0000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

1. <u>Certificate of Insurance</u> – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

   Genesee County
   Attn: Risk Management
   1101 Beach Street, Flint, MI 48502

2. **Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

YOUTH ARTS: UNLOCKED	COUNTY OF GENESEE
By: Ann Kita	By: James Avery
Ann Kita Executive Director	James Avery, Chairperson Board of County Commissioners
Date: 10. 14. 2024	Date:

EXHIBIT A
Description of the Services

Develop, plan, and conduct art workshops for the Genesee County Juvenile Justice Center Day Treatment Program;

Conduct monthly surveys with youth measuring changes in mood, self-esteem and critical thinking abilities;

Provide monthly billing statements to the Contract Administrator detailing the numbers, ages, and names of all youth attending each workshop;

Purchase all necessary supplies for each workshop and provide the Contract Administrator with all receipts;

Hire, train, and supervise all instructors;

Present and curate on-site exhibit;

Provide all information necessary for the timely completion of any and all reports required by the applicable funding source.

Signature: James Avery (Dec 19, 2024 12:53 EST)

Email: javery@geneseecountymi.gov

FY25 YAU Probation

Final Audit Report 2024-12-19

Created:	2024-12-18
By:	Rhonda Ihm (RIhm@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhUuZvGG6gdilvJlg-zZnQgSRFhy-Ost9

"FY25 YAU Probation" History

Document created by Rhonda Ihm (RIhm@geneseecountymi.gov)
2024-12-18 - 6:50:47 PM GMT

Document emailed to javery@geneseecountymi.gov for signature
2024-12-18 - 6:51:46 PM GMT

Email viewed by javery@geneseecountymi.gov
2024-12-18 - 6:52:44 PM GMT

Email viewed by javery@geneseecountymi.gov
2024-12-19 - 5:51:53 PM GMT

Signer javery@geneseecountymi.gov entered name at signing as James Avery
2024-12-19 - 5:53:41 PM GMT

Document e-signed by James Avery (javery@geneseecountymi.gov)
Signature Date: 2024-12-19 - 5:53:43 PM GMT - Time Source: server

Agreement completed.
2024-12-19 - 5:53:43 PM GMT

Adobe Acrobat Sign

YOUTH-1 OP ID: SL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 810-720-8244
Blackmore-Rowe Insurance
P. O. Box 320407
G-6235 Corunna Road, Suite H
Flint, MI 48532
Brandon Youngston

CONTACT NAME: Brandon Youngston
PHONE (A/C, No, Ext): 810-720-8244 FAX (A/C, No): 810-720-8238
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : USLI Company-AM Best A++	
INSURER B : Travelers Indemnity Company	
INSURER C : AM Best: A	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Youth Arts; Unlocked
336 W. 1st St, Ste 108
Flint, MI 48502

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		NPP1584902F	10/10/2025	10/10/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			6KUB1K654309-24	10/10/2025	10/10/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional/E&O	X		NPP1584902F	10/10/2025	10/10/2026	Prof/E&O	$1m/$2m
A	Abuse & Molestatio			NPP1584902F	10/10/2025	10/10/2026	Abuse & M	$100k/$200k

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Ref: Juvenile Probation Art Program effective 10/10/25-26

CERTIFICATE HOLDER

GENESE6

Genesee County
1101 Beach St
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brandon Youngston James N. Youngston

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2581 **Agenda Date:** 11/5/2025 **Agenda #:** 8.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of a contract extension with Youth Arts: Unlocked at the Juvenile Justice Center, in an amount not to exceed $15,000.00, for an extension term commencing October 1, 2025 - September 30, 2026, to be paid from account 2920-356.00-801.028

BOARD ACTION REQUESTED:

The Court is respectfully requesting approval of a contract extension with Youth Arts: Unlocked (YAU) for an extension term commencing October 1, 2025 - September 30, 2026, at a cost not to exceed $15,000 to be paid from account 2920-356.00-801.028. This service is part of the approval childcare fund annual plan and budget for FY 2025-26.

BACKGROUND:

YAU provides workshops to youth in the secure detention program at the Genesee County Juvenile Justice Center. YAU introduces artistic concepts and techniques as a means of connection, education, and expression. The parties entering into the underlying agreement reflected in # 24-670.

DISCUSSION:

See above.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The extension is at a cost not to exceed $15,000 to be paid from account 2920-356.00-801.028. This service is part of the approval childcare fund annual plan and budget for FY 2025-26.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Fosters healthy, safe, and livable communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize extending the professional services contract between Genesee County and Youth Arts: Unlocked (YAU), whereby YAU will provide workshops to court-involved youth in the secure detention program at the Genesee County Juvenile Justice Center, for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $15,000.00 to be paid from account 2920-356.00-801.028, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the November 5, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Service Agreement
with Youth Arts: Unlocked

This Extension is between Youth Arts: Unlocked (YAU) and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the "County"), acting through the Family Division of the 7th Judicial Circuit Court (the Contractor and the County together, the "Parties"), as to extend the underlying agreement entered into between the parties, reflected in # 24-670.

WHEREAS, the Parties executed a professional services agreement contract effective January 1, 2025 – September 30, 2025 (the "Agreement"), pursuant to which the Contractor would coordinate art workshops for court-involved youth at the Genesee County Juvenile Justice Center; and

WHEREAS, the Parties wish to extend the contract, pursuant to Paragraph 1.2 of the Agreement, for an additional one-year term, effective October 1, 2025 – September 30, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for an additional one-year term, for October 1, 2025 – September 30, 2026.

2. The compensation to be paid to the Contractor on this extension basis shall not exceed $15,000.00.

3. The remaining terms of the agreement remain unchanged and in full effect.

YOUTH ARTS: UNLOCKED	COUNTY OF GENESEE
By:________________________	By:________________________
Ann Kita	Delrico J. Loyd, Chairperson
Executive Director	Board of Commissioners
Date:______________________	Date:______________________

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **YOUTH ARTS: UNLOCKED, a Michigan non-profit corporation** whose principal place of business is located at **336 W. 1st St., Suite 108 Flint, MI 48502** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed $12,000.

3.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

3.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

3.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. **Contract Administrator**

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. **Warranties**

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. **Suspension of Work**

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq*., known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The

Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee

County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of $_1,000,000_________ per occurrence and a $__2,000,000_________ aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than $1,000,000 per occurrence and $1,000,0000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

1. **Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

2. **Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

YOUTH ARTS: UNLOCKED	COUNTY OF GENESEE
By: Ann Kita	By: James Avery
Ann Kita Executive Director	James Avery, Chairperson Board of County Commissioners
Date: 10.14.2024	Date:

EXHIBIT A
Description of the Services

Develop, plan, and conduct art workshops for the Genesee County Juvenile Justice Center;

Conduct monthly surveys with youth measuring changes in mood, self-esteem and critical thinking abilities;

Provide monthly billing statements to the Contract Administrator detailing the numbers, ages, and names of all youth attending each workshop;

Purchase all necessary supplies for each workshop and provide the Contract Administrator with all receipts;

Hire, train, and supervise all instructors;

Present and curate on-site exhibit;

Provide all information necessary for the timely completion of any and all reports required by the applicable funding source.

Signature: James Avery (Dec 19, 2024 05:40 EST)
Email: javery@geneseecountymi.gov

FY25 YAU GCJJC

Final Audit Report 2024-12-19

Created:	2024-12-18
By:	Rhonda Ihm (RIhm@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqTD2yXrAiKrpDmLzQOHkJnPeyPVr0Wmy

"FY25 YAU GCJJC" History

Document created by Rhonda Ihm (RIhm@geneseecountymi.gov)
2024-12-18 - 6:48:36 PM GMT

Document emailed to javery@geneseecountymi.gov for signature
2024-12-18 - 6:49:56 PM GMT

Email viewed by javery@geneseecountymi.gov
2024-12-18 - 6:50:48 PM GMT

Signer javery@geneseecountymi.gov entered name at signing as James Avery
2024-12-19 - 10:40:43 AM GMT

Document e-signed by James Avery (javery@geneseecountymi.gov)
Signature Date: 2024-12-19 - 10:40:45 AM GMT - Time Source: server

Agreement completed.
2024-12-19 - 10:40:45 AM GMT

YOUTH-1 OP ID: SL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 810-720-8244 Blackmore-Rowe Insurance P. O. Box 320407 G-6235 Corunna Road, Suite H Flint, MI 48532 Brandon Youngston	CONTACT NAME: Brandon Youngston PHONE (A/C, No, Ext): 810-720-8244 FAX (A/C, No): 810-720-8238 E-MAIL ADDRESS:
INSURED Youth Arts; Unlocked 336 W. 1st St, Ste 108 Flint, MI 48502	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : USLI Company-AM Best A++	
INSURER B : Travelers Indemnity Company	
INSURER C : AM Best: A	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NPP1584902F	10/10/2025	10/10/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6KUB1K654309-24	10/10/2025	10/10/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional/E&O	X		NPP1584902F	10/10/2025	10/10/2026	Prof/E&O	$1m/$2m
A	Abuse & Molestatio			NPP1584902F	10/10/2025	10/10/2026	Abuse & M	$100k/$200k

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref: Juvenile Probation Art Program effective 10/10/25-26

CERTIFICATE HOLDER	CANCELLATION
GENESE6 Genesee County 1101 Beach St Flint, MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brandon Youngston James N. Youngston

ACORD 25 (2016/03)

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

Genesee County

Staff Report

File #: RES-2025-2593 **Agenda Date:** 11/5/2025 **Agenda #:** 9.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Prosecutor David Leyton

RE: Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of $407,096.00, to provide staffing for Genesee County's Office of the Prosecutor's victim advocacy program; the budget for this grant is attached; no match required

BOARD ACTION REQUESTED:

Authorization to accept FY2026 Crime Victim Rights grant from the Michigan Department of Health & Human Services (MDHHS).

BACKGROUND:

The Prosecutor's Office is mandated under the **Crime Victim Rights Act**, P.A. 87 of 1985 and Article 1, Section 24 of the **Michigan Constitution** to provide victims of crimes with certain services and advocacy in the criminal justice system. To help meet our responsibilities in this area, the Prosecutor's Office receives a Crime Victim Rights grant award allocation from MDHHS to help pay for salaries and fringe benefits for two victim advocates, a secretary and part of the costs for a supervisor.

DISCUSSION:

This grant is an annual award from the State that is a significant source of funding for our victim advocacy budget.

IMPACT ON HUMAN RESOURCES:

No change in the current staffing structure.

IMPACT ON BUDGET:

The allocation for FY2026 is $407,096.00 which includes $395,994 for salaries and fringes and $11,102 for direct victim needs (e.g. bus fare to court, lunch money during long court sessions, parking costs, childcare and pet care as needed, etc.). There are no matching funds required for this grant. The funding covers two victim advocates, a secretary and part of the costs for the supervisor's position.

IMPACT ON FACILITIES:

No change.

IMPACT ON TECHNOLOGY:

CONFORMITY TO COUNTY PRIORITIES:

This grant advances the priority of safe communities by adding resources to assist victims of crime. These grant funds also tie into the County's value of service by giving us more resources to provide prompt, efficient and competent service to victims of crime while at the same time helping secure the County's financial stability by providing funds that otherwise would have had to come from the County's general fund.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Prosecuting Attorney to authorize accepting a grant award from, and entering into a grant agreement with, the Michigan Department of Health & Human Services - Division of Victim Service, whereby the state of Michigan will fund personnel in the Prosecutor's Crime Victim Service division for the period commencing October 1, 2025, through September 30, 2026, in the amount of $407,096.00, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the November 5, 2025 meeting of the Governmental Operations Committee of this Board).

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
COUNTY OF GENESEE
DBA: Genesee County
1101 Beach Street 3rd Floor
Flint MI 48502 1417
Federal I.D.#: 38-6004849, Unique Entity Identifier: XD5HMHXNBWX6
hereinafter referred to as the "Grantee"
for

Victim Rights Prosecutor - 2026

Part 1

1. Period of Agreement:

This Agreement will commence on October 1, 2025 and continue through September 30, 2026. No activity will be performed and no costs to the state will be incurred prior to October 1, 2025. Throughout the Agreement, October 1, 2025 will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is $407,096.00. Under the terms of this Agreement, the Department will provide funding not to exceed $407,096.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (http://egrams-mi.com/mdhhs).

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

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

B. **Equipment Purchases and Title**

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $10,000 or more per unit. Title to items having a unit acquisition cost of less than $10,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of $10,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. **Deviation Allowance**

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

3. **Purpose:**

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

4. **Statement of Work:**

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

5. **Financial Requirements:**

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

6. **Performance/Progress Report Requirements:**

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

7. **General Provisions:**

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

8. **Administration of the Agreement:**

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

Shalonna Banks	Analyst/Specialist	(517) 335-7233	bankss1@michigan.gov
Name	Title	Telephone No.	Email Address

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

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

Doug Delecki	Accountant
Name	Title
ddeleckijr@co.genesee.mi.us	(810) 257-3040
E-Mail Address	Telephone No.

10. **Special Conditions:**

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

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

C. The funding provided by the Department under this Agreement is in exchange for all of the duties and restrictions placed on the Grantee through this Agreement.

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

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

F. The Grantee is required by MCL 18.1101 *et seq* to receive payments by electronic funds transfer.

11. **Special Certification:**

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

12. **Signature Section:**

FOR the GRANTEE
Genesee County

David Leyton Prosecuting Attorney

Name Title Date

For the Michigan Department of Health and Human Services

Terri Smith 10/07/2025

Terri Smith, Director Date
Bureau of Grants and Purchasing

Part 2
General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

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

B. **Fees**

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

C. **Grant Program Operation**

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

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

D. **Reporting**

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

E. **Record Maintenance/Retention**

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four (4) years from the date of termination, the date of submission of the final expenditure report, or until litigation and audit findings have been resolved. The retention schedule may be modified if required. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. **Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, federal grantor agency, Inspectors General, Comptroller General of the United States, and State Auditor General, or any of their

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

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

3. Cooperate and provide reasonable assistance to authorized representatives of the Department when those individuals request access to the Grantee's grant records. This includes requests to obtain records and to provide information regarding those records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section 2 A.).

1. Required Audit or Audit Exemption Notice

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

   a. Single Audit

      Grantees that are a state, local government, or non-profit organization that expend $1,000,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

   b. Financial Related Audit

      Grantees that are for-profit organizations that expend $1,000,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

   c. Audit Exemption Notice

      Grantees exempt from the Single Audit and Financial Related

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

2. Financial Statement Audit

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

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

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

any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

H. Subrecipient Monitoring

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

4. Ensure that transactions with subrecipients/contractors comply with laws, regulations, and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide notification to the Department within 14 days or sooner if circumstances warrant, 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 statement of work, funding, or compliance with operational procedures.

J. Software Compliance

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

K. Human Subjects

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

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor, or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
    a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.

b. A criminal Proceeding;

c. A parole or probation Proceeding;

d. A Proceeding under the Sarbanes-Oxley Act;

e. A civil Proceeding involving:

1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or

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

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

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

g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.

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

M. <u>Statement of Work Progress Reports</u>

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

N. <u>Conflict of Interest and Code of Conduct Standards</u>

1. Be subject to the provisions of MCL 15.321 *et seq*, as amended, MCL Act 15.341 *et seq*, as amended, and 2 CFR 200.318 (c)(1) and (2).

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

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

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

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

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

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

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
   a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
   b. Federally funded Grantees must comply with Title 2 CRF 200.475.
   c. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
   d. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

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

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
   a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;

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

c. Be provided by a company with an A.M. Best rating of “A-” or better and a financial size of VII or self or governmental self-insurance.

2. Insurance Types

a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add “the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

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

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

c. Employers Liability Insurance or Governmental Self-Insurance.

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

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

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

5. Grantee must promptly notify the Department of any knowledge regarding an occurrence which the Grantee reasonably believes may result in a claim against the Department. The Grantee must cooperate with the Department regarding such claim.

R. <u>Fiscal Questionnaire</u>

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

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

S. Criminal Background Check

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

    a. ICHAT: Home Page - ICHAT Menu (michigan.gov)

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

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

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

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

3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.

5. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.

6. Require any employee, subcontractor, subcontractor employee, or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

T. Real Property Acquisitions

1. Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
2. Adhere to the following if property acquisition is supported in whole or in part through this Agreement:
    a. The property will be used to support the expansion of the services identified through this Agreement.
    b. The property shall not be conveyed, transferred, or leased, either wholly or partially, whether in fee, by easement, or otherwise, for a period of seven years, unless the Department provides written approval and consent.
    c. These restrictions must be recorded with the Warranty Deed and a copy must be provided to the Department.
    d. The above property acquisition requirements are continuing obligations that survive the termination or expiration of the Agreement.

II. Responsibilities - Department

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

A. Reimbursement

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

B. Report Forms

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

III. Assurances

The Grantee gives the following assurances to the Department:

A. Compliance with Applicable Laws

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

guidelines, rules, and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

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

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.2101 *et seq.*) and the Persons with Disabilities Civil Rights Act (MCL 37.1101 *et seq.*), and any breach thereof may be regarded as a material breach of this Agreement.
3. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;
   b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
   d. The Age Discrimination Act of 1975, as amended (42 U.S.C.

6101-6107), which prohibits discrimination based on age;

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

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

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

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

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

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

D. Debarment and Suspension

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

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

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

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the

offenses enumerated in section 2;

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

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

E. Pro-Children Act

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

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

F. Hatch Act and Intergovernmental Personnel Act

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

G. **Employee Whistleblower Protections**

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

H. **Clean Air Act and Federal Water Pollution Control Act**

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended.

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

I. **Victims of Trafficking and Violence Protection Act**

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

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

J. **Procurement of Recovered Materials**

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

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

K. **Subcontracts**

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

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

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

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

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

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

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

L. Procurement

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

M. Health Insurance Portability and Accountability Act

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information

for the purposes of this Agreement.

4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

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

O. Survival

The provisions of this Agreement, including all attachments and addendums, that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

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

2. Meaning of Confidential Information

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

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

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

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

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

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

Q. Cap on Salaries

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

IV. Financial Requirements

A. Operating Advance

1. Operating Advance Requests

   An operating advance may be requested by the Grantee to assist with program operations necessary for achieving the objectives set forth in this Agreement. The amount requested to be advanced must not exceed 16.67% of the total state agreement amount. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. To initiate a request, the Grantee must follow these guidelines.

   a. The Grantee must ensure all requests for an operating advance are prepared and submitted in accordance with the specific guidelines and procedures as outlined in Part II, Chapter 10, Section 200 of the Financial Management Guide. FMG

   b. The Grantee must address all requests for an operating advance to the Contract Manager, as identified in Part 1, Section 8 of this grant agreement.

   c. The request must be submitted in writing on the Grantee's official letterhead and include the following information:

      1. Grant program name;
      2. Grantee agency name;
      3. Grant agreement number;
      4. Amount of the advance being requested;
      5. A detailed schedule of expenditures covered by the amount of the advance request, including dates that the expenses are expected to be incurred;

6. A justification statement outlining the necessity of an advance payment for the success of the project;
7. The reason an advance payment is needed in lieu of reimbursement of incurred expenses;
8. The Grantee's most recent audited financial statements.

2. Operating Advance Administration

The Department may, at its discretion, disburse an initial operating advance payment equal to the amount approved by the department, constituting no more than 16.67% of the grant state agreement amount after the execution of the grant agreement and approval of the operating advance request. The operating advance payments will be administered as follows:

a. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
b. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
c. Recovery of the operating advance shall be made through deductions from each payment to the grantee during the fiscal year in which the operating advance was issued.
d. The Department reserves the right to accelerate the rate of recovery when, in the sole opinion of the Department, the amount of previous and/or future billings is anticipated to be less than the need to assure full recovery of the operating advance from the current year's award. In such a case, payments may be adjusted to recover up to 100% of the outstanding operating advance from a single billing
e. The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or end date of this Agreement, whichever is earliest. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.
f. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is earliest, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. **Reimbursement Method**

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

C. **Financial Status Report Submission**

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

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

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

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

D. **Reimbursement Mechanism**

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

E. **Final Obligations and Financial Status Reporting Requirements**

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department’s Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures through the end of the

Department's fiscal year. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department Fiscal Year-End Closing

The Department will notify the Grantee of the date by which FSRs should be submitted to ensure timely payment processing during the Departments fiscal year end closing period.

3. Final FSRs

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

F. Recoupment

The Department reserves the right to recoup, reclaim, or otherwise collect any funding disbursed under this agreement that are unspent, misused, or outstanding from the grantee.

1. Unobligated Funds

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

2. Misused Funds

If the Department reasonably determines the funds allocated for an executed grant agreement under this section were misused or their use misrepresented by the grantee, the Department shall not award any additional funds under that executed grant agreement and shall refer the grant for review following internal audit protocols. Funds are considered misused if they are spent in a manner that is not consistent with the terms, conditions, or purpose(s) outlined in this agreement. Misuse of funds may also include, but is not limited to, fraudulent or illegal activities.

3. Outstanding Operating Advances

The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or the end date of this Agreement, whichever, is earliest. Outstanding operating advances will be treated in accordance with instructions provided by the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget

calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

V. Agreement Termination

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

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

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

C. Immediately if the Grantee, as determined by the State:

1. Endangers the value, integrity, or security of any facility, data, or personnel; or,
2. Engages in any conduct that may expose the State to liability; or
3. Violates this agreement.

D. Immediately by mutual agreement of both parties.

VI. Stop Work Order

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

VII. Final Reporting Upon Termination

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

VIII. Severability

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

IX. Waiver

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

X. Amendments

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

XI. Liability

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

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

B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions. The Department is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

C. In the event of data and/or security breaches, the Grantee must:

1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;
2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with compromised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
3. Perform or take any other actions required to comply with applicable law as a result of the occurrence, including pay for: any costs associated with the occurrence, any costs incurred by the Department in

investigating and resolving the occurrence, and reasonable attorney's fees associated with such investigation, and resolution.

XII. State of Michigan Agreement

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

A Attachment A - Statement of Work

Objective :	Provide notices to crime victims as defined in the William VanRegenmorter Crime Victim Rights Act of 1985.
Activity :	Generate and send initial victims' rights information as required by Michigan's CVRA for felony cases pursuant to MCL 780.756.
Responsible Staff :	Victim Rights Unit
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	100% of victims will receive information under this section within 7 days of the defendant's arraignment.
Measurement :	Karpel case tracking program.
Activity :	Generate and send initial victims' rights information as required by Michigan's CVRA for juvenile offender cases pursuant to MCL 780.786.
Responsible Staff :	Victim Rights Unit
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	100% of victims will receive information under this section within 72 hours after filing a juvenile petition.
Measurement :	Karpel or comparable case tracking program.
Activity :	Generate and send initial victims' rights information as required by Michigan's CVRA for misdemeanor cases pursuant to MCL 780.816
Responsible Staff :	Victim Rights Unit
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	100% of victims will receive information under this section within 48 hours after arraignment/plea
Measurement :	Karpel or comparable case tracking program.
Activity :	Provide the total number of new victims who were given specific information about exercising their crime victim rights.
Responsible Staff :	Victim Rights Unit
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	This office will provide the total number of new victims who were given specific information about exercising their crime victim rights.
Measurement :	Karpel or comparable system.
Activity :	Provide the number of CVRA eligible victims requesting crime victim rights.
Responsible Staff :	Victim Rights Unit
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	This office will provide the number of CVRA eligible victims requesting crime victim rights.
Measurement :	Karpel or comparable system.
Activity :	Generate and send notification of scheduled court proceedings as required by Michigan's CVRA pursuant to MCL 780.756, 780.786, and 780.816
Responsible Staff :	Victim Rights Unit
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	100% of victims will receive notification of scheduled court proceedings as required by Michigan's CVRA pursuant to MCL 780.756, 780.786, and 780.816
Measurement :	Karpel or comparable system.
Activity :	Generate and send notification of the defendant's conviction and the victim's right to make a written or oral victim impact statement as required by the CVRA pursuant to MCL 780.763, 780.765, 780.792, 780.793, 780.823, 780.825.

Responsible Staff : Victims Rights Unit
Date Range : 10/01/2025 - 09/30/2026
Expected Outcome : 100% of victims will receive notification of the defendant's conviction and the victim's right to make a written or oral victim impact statement as required by the CVRA pursuant to MCL 780.763, 780.765, 780.792, 780.793, 780.823, and 780.825.
Measurement : Karpel or comparable case tracking system.

Activity : Generate and send the final disposition of the defendant's case, including applicable post-conviction forms, as required by the CVRA pursuant to MCL 780.763a(1), 780.772, 780.791a, 780.793(2), 780.828a(2), 780.827.
Responsible Staff : Victims Rights Unit
Date Range : 10/01/2025 - 09/30/2026
Expected Outcome : 100% of victims will receive notification of the final disposition of the defendant's case, including applicable post-conviction forms, as required by the CVRA pursuant to MCL 780.763a(1), 780.772, 780.791a, 780.793(2), 780.828a(2), 780.827.
Measurement : Karpel or comparable case tracking system.

Objective : Victim Advocate(s) will provide additional education, referrals, and services to crime victims from a trauma informed/victim centered perspective in conjunction with victim's needs.

Activity : Provide the number of times grantees provided criminal justice advocacy for victims upon request.
Responsible Staff : Victim Rights Unit
Date Range : 10/01/2025 - 09/30/2026
Expected Outcome : This office will provide number of times grantees provided criminal justice advocacy for victims upon request.
Measurement : Karpel or comparable system.

Activity : Provide the number of times grantees provided courtroom accompaniment for victims upon request.
Responsible Staff : Victims Rights Unit
Date Range : 10/01/2025 - 09/30/2026
Expected Outcome : This office will provide the number of times grantees provided courtroom accompaniment for victims upon request.
Measurement : Karpel or comparable case tracking system.

Activity : Provide the number of victims who received Crime Victim Compensation (CVC) application assistance.
Responsible Staff : Victims Rights Unit
Date Range : 10/01/2025 - 09/30/2026
Expected Outcome : This office will provide the number of victims who received Crime Victim Compensation (CVC) application assistance.
Measurement : Karpel or comparable case tracking system.

Activity : Provide the number of victims who received assistance with MI VINE services.
Responsible Staff : Victims Rights Unit
Date Range : 10/01/2025 - 09/30/2026
Expected Outcome : This office with provide the number of victims who received assistance with MI VINE services.
Measurement : Karpel or comparable case tracking system.

Activity : Provide the number of victims who received Address Confidentiality Program (ACP) assistance.
Responsible Staff : Victims Rights Unit
Date Range : 10/01/2025 - 09/30/2026

Expected Outcome :	This office will provide the number of victims who received Address Confidentiality Program (ACP) assistance.
Measurement :	Karpel or comparable case tracking system.

Objective :	Victim Advocate(s) will obtain continuing education from MDHHS-DVS approved training sessions.
Activity :	Attend Division of Victim Services sponsored conferences.
Responsible Staff :	Fully-funded advocates in the Victim Rights Unit
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	Full time Victim Advocate(s) will obtain 16 continuing education credits per grant year."
Measurement :	Training log or Certificate of Attendance.
Activity :	Part time Victim Advocate(s) will obtain 8 continuing education credits per grant year.
Responsible Staff :	Victim Advocates
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	100% of part time Advocate(s) will obtain 8 continuing education credits per year.
Measurement :	Training log and/or certificate of attendance.

Objective :	Grantee will comply with the reporting requirements of the grant agreement.
Activity :	Ensure all quarterly reports are complete and submitted in a timely manner.
Responsible Staff :	CVRP Project Director
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	Quarterly grant reports will be submitted prior to the deadline.
Measurement :	Electronic Grants Administration & Management System (EGrAMS)

Objective :	Victim Advocate(s) will obtain continuing education from MDHHS-DVS approved training sessions.
Activity :	Full time Victim Advocate(s) will obtain 16 continuing education credits per grant year.
Responsible Staff :	Full time Victim Advocates
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	100% of part time Advocate(s) will obtain 8 continuing education credits per year.
Measurement :	Training log and/or certificate of attendance.

B1 **Attachment B1 - Program Budget Summary**

PROGRAM Victim Rights Prosecutor - 2026			**DATE PREPARED** 10/15/2025
CONTRACTOR NAME Genesee County			**BUDGET PERIOD** From : 10/1/2025 To : 9/30/2026
MAILING ADDRESS (Number and Street) 1101 Beach Street 3rd Floor			**BUDGET AGREEMENT** ☑ Original ☐ Amendment **AMENDMENT #** 0
CITY Flint	**STATE** MI	**ZIP CODE** 48502-1417	**FEDERAL ID NUMBER** 38-6004849

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	208,669.00	208,669.00
2	Fringe Benefits	137,434.00	137,434.00
3	Employee Travel and Training	0.00	0.00
4	Supplies & Materials	12,002.00	12,002.00
5	Subawards – Subrecipient Services	0.00	0.00
6	Contractual - Professional Services	0.00	0.00
7	Communications	3,000.00	3,000.00
8	Grantee Rent Costs	0.00	0.00
9	Space Costs	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00
11	Client Assistance - Rent	0.00	0.00
12	Client Assistance - All Other	11,102.00	11,102.00
13	Other Expense	0.00	0.00
Total Program Expenses		372,207.00	372,207.00
TOTAL DIRECT EXPENSES		372,207.00	372,207.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	34,889.00	34,889.00
Total Indirect Costs		34,889.00	34,889.00
TOTAL INDIRECT EXPENSES		34,889.00	34,889.00
TOTAL EXPENDITURES		**407,096.00**	**407,096.00**

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	**Source of Funds**				
	MDHHS State Agreement	407,096.00	407,096.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Total Source of Funds	407,096.00	407,096.00	0.00	0.00
	Totals	407,096.00	407,096.00	0.00	0.00

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	**Salary & Wages**					
	Manager Notes : Lisa Jaworski, Supervisor/social worker, FTE with full benefits package.	0.5000	84620.450	0.000	FTE	42,310.00
	Secretary Notes : Ericka House, full time employee with benefits	1.0000	52295.780	0.000	FTE	52,296.00
	Social Worker Notes : Patrice Gilmore, social worker advocate, FTE with benefits	1.0000	76042.430	0.000	FTE	76,042.00
	Social Worker Notes : Kathryn Snyder, social worker, full time employee with benefits	0.5000	76042.440	0.000	FTE	38,021.00
Total for Salary & Wages						208,669.00
2	**Fringe Benefits**					
	All Composite Rate Notes : Supervisor Lisa Jaworski receives a complete fringe benefits package other than tuition reimbursement. Only a portion of her costs are assigned to this grant while ARPA funds contribute to her supervisory position "cost bump."	0.0000	100.000	44000.000		44,000.00
	All Composite Rate Notes : Secretary Kelley Hawes receives a complete fringe benefits package other than tuition reimbursement.	0.0000	100.000	19527.880		19,528.00
	All Composite Rate Notes : Social worker advocate Patrice Gilmore receives a	0.0000	100.000	28705.080		28,705.00

	Line Item	Qty	Rate	Units	UOM	Total
	complete fringe benefits package other than tuition reimbursement.					
	All Composite Rate Notes : Social worker victim advocate Kathryn Syder receives a full benefit package.	0.0000	100.000	45201.000		45,201.00
Total for Fringe Benefits						137,434.00
3	**Employee Travel and Training**					
4	**Supplies & Materials**					
	Postage	0.0000	0.000	0.000		12,000.00
	Computer	0.0000	0.000	0.000		1.00
	Printing	0.0000	0.000	0.000		1.00
Total for Supplies & Materials						12,002.00
5	**Subawards – Subrecipient Services**					
6	**Contractual - Professional Services**					
7	**Communications**					
	Office Telephone Service	0.0000	0.000	0.000		3,000.00
8	**Grantee Rent Costs**					
9	**Space Costs**					
10	**Capital Expenditures - Equipment & Other**					
11	**Client Assistance - Rent**					
12	**Client Assistance - All Other**					
	Direct Victim Needs	0.0000	0.000	0.000		11,102.00
13	**Other Expense**					
Total Program Expenses						372,207.00
TOTAL DIRECT EXPENSES						372,207.00
INDIRECT EXPENSES						
Indirect Costs						
1	**Indirect Costs**					
2	**Cost Allocation Plan**					
	Cost Allocation Plan	0.0000	0.000	0.000		34,889.00
Total Indirect Costs						34,889.00
TOTAL INDIRECT EXPENSES						34,889.00

	Line Item	Qty	Rate	Units	UOM	Total
TOTAL EXPENDITURES						**407,096.00**

B3 **Attachment B3 - Equipment Inventory Schedule**

Attachment B3 - Equipment Inventory Schedule

C **Attachment C - Performance Report Requirements**

Attachment C - Performance/Progress Report Requirements

E **Attachment E - Program Requirements**

Attachment E - Program Specific Requirements

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2594 **Agenda Date:** 11/5/2025 **Agenda #:** 10.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Prosecutor David Leyton

RE: Approval a grant award from the Michigan Department of Health & Human Services, in the amount of $294,378.00, to support prosecution and law enforcement projects targeting sexual assault, domestic violence, and stalking; there is a 25% match requirement for this grant

BOARD ACTION REQUESTED:

Authorization to accept a renewal of our STOP Violence Against Women grant for FY2026.

BACKGROUND:

The Michigan Department of Health and Human Services has approved our application for a fifth year of funding for our STOP Violence Against Women grant to support prosecution and law enforcement projects targeting sexual assault, domestic violence, and stalking. This program will continue efforts that are devoted to preventing, identifying, and responding to these crimes in a victim -centered, offender-focused, and trauma informed manner.

DISCUSSION:

This grant initiative supplements our existing Special Victims Unit which focuses on human trafficking, domestic violence and sexual assault cases by providing even greater resources to our office to expand our efforts in these areas. This round of funding will allow us to continue with our consortium of prosecutors, law enforcement officers, and service providers to work as partners in a concerted and coordinated manner to have a solid impact on our community by standing up for victims of these crimes and holding the perpetrators accountable for their actions. This grant will consist of two APA positions and one victim advocate.

IMPACT ON HUMAN RESOURCES:

This will continue the staffing currently in place under this grant.

IMPACT ON BUDGET:

The grant award will be $294,378. There is a 25% matching requirement which may be Cash or In-Kind, as described by the grantor, or a combination of both. Examples given by the grantor of in-kind matches include office space and utilities, staff supervision, and office supplies. The County’s 25% match has in the past and will continue to come from various line items already included in our office budget with no cash match from the general fund.

IMPACT ON FACILITIES:

None other than already existing office space.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This grant advances the priority of safe communities by adding resources to address criminal sexual assaults, domestic violence and stalking. These grant funds also tie into the County’s value of service by giving us more resources to provide prompt, efficient and competent service to victims of crime while at the same time helping secure the County’s financial stability by providing funds that otherwise would have had to come from the County’s general fund.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of the Prosecuting Attorney to authorize accepting of a STOP Violence Against Women grant from, and entering into a grant agreement with, the Michigan Department of Health & Human Services, whereby the state of Michigan will fund personnel in the Prosecutor's Special Victims Unit for the period commencing October 1, 2025, through September 30, 2026, in the amount of $294,378.00 with a 25% local match coming from already existing budgeted line items, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the November 5, 2025 meeting of the Governmental Operations Committee of this Board).

Agreement #: E20262951-00

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
COUNTY OF GENESEE
DBA: Genesee County
900 S. Saginaw Street
Flint MI 48502
Federal I.D.#: 38-6004849, Unique Entity Identifier: XD5HMHXNBWX6
hereinafter referred to as the "Grantee"
for

STOP Violence Grant for Prosecution Offices - 2026

Part 1

1. Period of Agreement:

This Agreement will commence on October 1, 2025 and continue through September 30, 2026. No activity will be performed and no costs to the state will be incurred prior to October 1, 2025. Throughout the Agreement, October 1, 2025 will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is $392,503.00. Under the terms of this Agreement, the Department will provide funding not to exceed $294,378.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (http://egrams-mi.com/mdhhs).

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

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

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $10,000 or more per unit. Title to items having a unit acquisition cost of less than $10,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of $10,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

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

3. Purpose:

The focus of the program is to promote a coordinated, multidisciplinary approach to victim advocacy and system response to violent crimes against women. The STOP Program focuses on the implementation of comprehensive strategies that are sensitive to the needs and safety of victims and holds offenders accountable.

4. Statement of Work:

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

5. Financial Requirements:

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

6. Performance/Progress Report Requirements:

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

7. General Provisions:

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

8. Administration of the Agreement:

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

Patrice Baker Manager (517) 896-2117
BAKERP2@MICHIGAN.GOV

Name	Title	Telephone No.	Email Address

9. Grantee's Financial Contact for the Agreement:

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

Doug Delecki	Accountant
Name	Title
ddeleckijr@co.genesee.mi.us	(810) 257-3040
E-Mail Address	Telephone No.

10. Special Conditions:

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

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

C. The funding provided by the Department under this Agreement is in exchange for all of the duties and restrictions placed on the Grantee through this Agreement.

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

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

F. The Grantee is required by MCL 18.1101 *et seq* to receive payments by electronic funds transfer.

11. Special Certification:

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

12. Signature Section:

FOR the GRANTEE
Genesee County

David Leyton Prosecuting Attorney

Name Title Date

For the Michigan Department of Health and Human Services

Terri Smith 10/08/2025

Terri Smith, Director Date
Bureau of Grants and Purchasing

Part 2
General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

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

B. Fees

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

C. Grant Program Operation

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

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

D. Reporting

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

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four (4) years from the date of termination, the date of submission of the final expenditure report, or until litigation and audit findings have been resolved. The retention schedule may be modified if required. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, federal grantor agency, Inspectors General, Comptroller General of the United States, and State Auditor General, or any of their

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

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

3. Cooperate and provide reasonable assistance to authorized representatives of the Department when those individuals request access to the Grantee's grant records. This includes requests to obtain records and to provide information regarding those records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section 2 A.).

1. Required Audit or Audit Exemption Notice

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

a. Single Audit

Grantees that are a state, local government, or non-profit organization that expend $1,000,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend $1,000,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related

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

2. Financial Statement Audit

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

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

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

any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

H. Subrecipient Monitoring

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

4. Ensure that transactions with subrecipients/contractors comply with laws, regulations, and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide notification to the Department within 14 days or sooner if circumstances warrant, 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 statement of work, funding, or compliance with operational procedures.

J. Software Compliance

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

K. Human Subjects

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

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor, or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
   a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.

b. A criminal Proceeding;

c. A parole or probation Proceeding;

d. A Proceeding under the Sarbanes-Oxley Act;

e. A civil Proceeding involving:

1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or

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

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

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

g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.

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

M. Statement of Work Progress Reports

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

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of MCL 15.321 *et seq*, as amended, MCL Act 15.341 *et seq*, as amended, and 2 CFR 200.318 (c)(1) and (2).

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

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

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

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

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

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

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
   a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
   b. Federally funded Grantees must comply with Title 2 CRF 200.475.
   c. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
   d. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

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

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
   a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;

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

c. Be provided by a company with an A.M. Best rating of “A-” or better and a financial size of VII or self or governmental self-insurance.

2. Insurance Types

a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add “the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

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

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

c. Employers Liability Insurance or Governmental Self-Insurance.

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

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

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

5. Grantee must promptly notify the Department of any knowledge regarding an occurrence which the Grantee reasonably believes may result in a claim against the Department. The Grantee must cooperate with the Department regarding such claim.

R. Fiscal Questionnaire

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

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

S. <u>Criminal Background Check</u>

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

    a. ICHAT: Home Page - ICHAT Menu (michigan.gov)

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

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

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

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

3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.

5. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.

6. Require any employee, subcontractor, subcontractor employee, or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

T. Real Property Acquisitions

1. Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
2. Adhere to the following if property acquisition is supported in whole or in part through this Agreement:
    a. The property will be used to support the expansion of the services identified through this Agreement.
    b. The property shall not be conveyed, transferred, or leased, either wholly or partially, whether in fee, by easement, or otherwise, for a period of seven years, unless the Department provides written approval and consent.
    c. These restrictions must be recorded with the Warranty Deed and a copy must be provided to the Department.
    d. The above property acquisition requirements are continuing obligations that survive the termination or expiration of the Agreement.

II. Responsibilities - Department

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

A. Reimbursement

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

B. Report Forms

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

III. Assurances

The Grantee gives the following assurances to the Department:

A. Compliance with Applicable Laws

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

guidelines, rules, and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

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

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."

2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.2101 *et seq.*) and the Persons with Disabilities Civil Rights Act (MCL 37.1101 *et seq.*), and any breach thereof may be regarded as a material breach of this Agreement.

3. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;
   b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
   d. The Age Discrimination Act of 1975, as amended (42 U.S.C.

6101-6107), which prohibits discrimination based on age;

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

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

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

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

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

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

D. **Debarment and Suspension**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the

offenses enumerated in section 2;

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

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

E. Pro-Children Act

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

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

F. Hatch Act and Intergovernmental Personnel Act

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

G. Employee Whistleblower Protections

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

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended.

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

I. Victims of Trafficking and Violence Protection Act

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

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

J. Procurement of Recovered Materials

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

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

K. Subcontracts

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

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

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

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

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

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

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

L. Procurement

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

M. Health Insurance Portability and Accountability Act

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information

for the purposes of this Agreement.

4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. **Website Incorporation**

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

O. **Survival**

The provisions of this Agreement, including all attachments and addendums, that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

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

2. Meaning of Confidential Information

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

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

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

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

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

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

Q. Cap on Salaries

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

IV. Financial Requirements

A. Operating Advance

1. Operating Advance Requests

An operating advance may be requested by the Grantee to assist with program operations necessary for achieving the objectives set forth in this Agreement. The amount requested to be advanced must not exceed 16.67% of the total state agreement amount. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. To initiate a request, the Grantee must follow these guidelines.

a. The Grantee must ensure all requests for an operating advance are prepared and submitted in accordance with the specific guidelines and procedures as outlined in Part II, Chapter 10, Section 200 of the Financial Management Guide. FMG

b. The Grantee must address all requests for an operating advance to the Contract Manager, as identified in Part 1, Section 8 of this grant agreement.

c. The request must be submitted in writing on the Grantee's official letterhead and include the following information:

1. Grant program name;
2. Grantee agency name;
3. Grant agreement number;
4. Amount of the advance being requested;
5. A detailed schedule of expenditures covered by the amount of the advance request, including dates that the expenses are expected to be incurred;

6. A justification statement outlining the necessity of an advance payment for the success of the project;
7. The reason an advance payment is needed in lieu of reimbursement of incurred expenses;
8. The Grantee's most recent audited financial statements.

2. Operating Advance Administration

The Department may, at its discretion, disburse an initial operating advance payment equal to the amount approved by the department, constituting no more than 16.67% of the grant state agreement amount after the execution of the grant agreement and approval of the operating advance request. The operating advance payments will be administered as follows:

a. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.

b. The operating advance must be recorded as an account payable liability to the Department in the Grantee’s financial records. The operating advance payable liability must remain in the Grantee’s financial records until fully recovered by the Department.

c. Recovery of the operating advance shall be made through deductions from each payment to the grantee during the fiscal year in which the operating advance was issued.

d. The Department reserves the right to accelerate the rate of recovery when, in the sole opinion of the Department, the amount of previous and/or future billings is anticipated to be less than the need to assure full recovery of the operating advance from the current year’s award. In such a case, payments may be adjusted to recover up to 100% of the outstanding operating advance from a single billing

e. The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or end date of this Agreement, whichever is earliest. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

f. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department’s fiscal year, whichever is earliest, the Grantee must respond to the Department’s request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

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

C. Financial Status Report Submission

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

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

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

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

D. Reimbursement Mechanism

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

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures through the end of the

Department's fiscal year. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department Fiscal Year-End Closing

   The Department will notify the Grantee of the date by which FSRs should be submitted to ensure timely payment processing during the Departments fiscal year end closing period.

3. Final FSRs

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

F. Recoupment

The Department reserves the right to recoup, reclaim, or otherwise collect any funding disbursed under this agreement that are unspent, misused, or outstanding from the grantee.

1. Unobligated Funds

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

2. Misused Funds

   If the Department reasonably determines the funds allocated for an executed grant agreement under this section were misused or their use misrepresented by the grantee, the Department shall not award any additional funds under that executed grant agreement and shall refer the grant for review following internal audit protocols. Funds are considered misused if they are spent in a manner that is not consistent with the terms, conditions, or purpose(s) outlined in this agreement. Misuse of funds may also include, but is not limited to, fraudulent or illegal activities.

3. Outstanding Operating Advances

   The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or the end date of this Agreement, whichever, is earliest. Outstanding operating advances will be treated in accordance with instructions provided by the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget

calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

V. Agreement Termination

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

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

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

C. Immediately if the Grantee, as determined by the State:

1. Endangers the value, integrity, or security of any facility, data, or personnel; or,
2. Engages in any conduct that may expose the State to liability; or
3. Violates this agreement.

D. Immediately by mutual agreement of both parties.

VI. Stop Work Order

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

VII. Final Reporting Upon Termination

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

VIII. Severability

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

IX. Waiver

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

X. Amendments

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

XI. Liability

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

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

B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions. The Department is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

C. In the event of data and/or security breaches, the Grantee must:

   1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;

   2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with compromised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;

   3. Perform or take any other actions required to comply with applicable law as a result of the occurrence, including pay for: any costs associated with the occurrence, any costs incurred by the Department in

investigating and resolving the occurrence, and reasonable attorney’s fees associated with such investigation, and resolution.

XII. State of Michigan Agreement

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

A Attachment A - Statement of Work

Objective :	Strengthen Survivor-Centered Prosecution Practices
Activity :	Assign dedicated Assistant Prosecutors and Prosecutor Advocates to STOP Team cases involving domestic violence, sexual assault, dating violence, and stalking.
Responsible Staff :	Assistant Prosecutors and Advocates
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	All survivors of domestic violence, sexual assault, dating violence and stalking will receive personal attention from the prosecutor's office.
Measurement :	Assigned APA and advocate will be listed in the Karpel case file for each case.
Activity :	Train all STOP-designated prosecutors and Prosecutor Advocates in trauma-informed prosecution and best practices for survivor communication and support (ongoing, quarterly).
Responsible Staff :	APAs and Advocates
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	Survivors will feel they and their cases are important to the Prosecutor's Office and will feel informed of the adjudicative process and status of their case.
Measurement :	An anonymous survey will be completed by every willing survivor after the final disposition of their case measuring their satisfaction with the communications and support they received from the Prosecutor's Office.
Activity :	Prosecutor Advocates will coordinate with survivors to provide updates, prepare for court appearances, support survivor statements, and address court-related concerns.
Responsible Staff :	Prosecutor Advocates
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	Survivors will feel more comfortable with the whole adjudicative process, satisfied that their case is important to the Prosecutor's Office, be more confident in their role in the process and willing to continue forward with the prosecution and satisfied at final disposition that justice was served.
Measurement :	An anonymous survey will be completed by every willing survivor after the final disposition of their case measuring their satisfaction with the advocacy from the Prosecutor's Office and the justice they received in the courtroom.
Objective :	Enhance Collaboration Between Law Enforcement, Prosecution, and survivor services
Activity :	Conduct bi-weekly multidisciplinary STOP Team coordination meetings with prosecutors, Prosecutor Advocates, law enforcement, YWCA, Voices for Children, and Hurley TRC.
Responsible Staff :	APAs and Advocates
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	The STOP team will become more efficient and effective in advocating for justice for survivors.
Measurement :	The number of cases handled each quarter as measured by the number of warrants issued, preliminary exams held, trials, pleas and sentencing outcomes.
Activity :	Develop and implement joint response protocols for survivor referral, documentation, and coordinated case tracking by January 31, 2026.
Responsible Staff :	APAs and Advocates
Date Range :	10/01/2025 - 01/31/2026
Expected Outcome :	A more seamless and consistent process will provide for more efficient and effective prosecution.
Measurement :	Written policies will be drafted, approved and put into practice.

Activity :	Facilitate quarterly cross-training between agencies to reinforce trauma-informed, culturally responsive practices.
Responsible Staff :	APAs and Advocates
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	The consortium members will become more integrated and perform better as a cohesive team.
Measurement :	Documentation of trainings.

Objective : Increase access to support services for survivors

Activity :	Prosecutor Advocates will initiate warm handoffs to YWCA, Voices for Children, and Hurley TRC within 24 hours of survivor contact, ensuring survivors are connected with appropriate support services.
Responsible Staff :	Prosecutor Advocates
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	Survivors will feel their case is important to all of us and will be comfortable receiving the help they need.
Measurement :	Documentation of services provided to each survivor and survey responses.

Activity :	YWCA will provide emergency shelter, safety planning, and legal advocacy; Voices for Children will deliver forensic interviews, long-term therapy (TF-CBT, EMDR, Play Therapy), and hotel placement; Hurley TRC will offer licensed clinical therapy for adult survivors.
Responsible Staff :	STOP Team Interdisciplinary Partners
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	Survivors will receive the services they need.
Measurement :	Documentation of the services received by survivors.

Activity :	STOP Team will track referrals and service engagement monthly to monitor timeliness and outcomes.
Responsible Staff :	Prosecutor Advocates, STOP team partners
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	Improvement of system services.
Measurement :	Documentation of referrals and services provided.

Objective : Improve Offender Accountability and Risk Assessment

Activity :	Use lethality and risk assessment tools during charging decisions and bond hearings, incorporating survivor input collected by Prosecutor Advocates.
Responsible Staff :	APAs and Advocates and Sheriff Investigators
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	Offenders will be held strictly accountable for their actions.
Measurement :	Warrant data and monitoring of bonds.

Activity :	Prosecutors and Prosecutor Advocates will track PPO violations, prior offenses, and repeat offender data to support targeted prosecution strategies.
Responsible Staff :	APAs and Advocates
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	We will be able to identify the most serious offenders so that we can be sure to hold offenders as accountable as possible under the law.
Measurement :	Documentation of the types and number of charges each quarter along with close monitoring of the types of sentences length of incarceration rates.

Activity :	Law enforcement and prosecution will coordinate arrest, warrant follow-up, and court monitoring for high-risk offenders..
Responsible Staff :	APAs and Sheriff Investigators

Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	High-risk offenders will be held accountable and taken into custody.
Measurement :	Quarterly documentation of the number of arrests compared to the number of warrants along with the number of outstanding warrants.

Objective : Measure and Report Outcomes

Activity :	Collect and submit quarterly STOP performance data, including survivor services delivered, prosecution outcomes, and case tracking metrics.
Responsible Staff :	Project Manager and APAs and Advocates
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	Proper analysis of the effectiveness of the grant activity and the work being performed.
Measurement :	Completion and submission of quarterly grant reports.

Activity :	Prosecutor Advocates will assist with documentation of survivor participation and service connections.
Responsible Staff :	Prosecutor Advocates
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	Proper analysis of support services being provided to survivors.
Measurement :	Documentation reports of services provided to survivors.

Activity :	Participate in MDHHS-required technical assistance, evaluation processes, and implementation assessments.
Responsible Staff :	Grant Project Manager, APAs and advocate
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	Analysis of overall performance and compliance with grant requirements.
Measurement :	MDHHS audits and other assessments.

B1 Attachment B1 - Program Budget Summary

PROGRAM STOP Violence Grant for Prosecution Offices - 2026			DATE PREPARED 10/15/2025	
CONTRACTOR NAME Genesee County			**BUDGET PERIOD** From : 10/1/2025 To : 9/30/2026	
MAILING ADDRESS (Number and Street) 1101 Beach Street 3rd Floor			**BUDGET AGREEMENT** ☑ Original ☐ Amendment	**AMENDMENT #** 0
CITY Flint	**STATE** MI	**ZIP CODE** 48502-1417	**FEDERAL ID NUMBER** 38-6004849	

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salary and Wages	260,273.00	195,205.23	65,067.77	0.00
2	Fringe Benefits	99,844.00	74,883.00	24,961.00	0.00
3	Employee Travel and Training	5,000.00	3,750.00	1,250.00	0.00
4	Supplies and Materials	0.00	0.00	0.00	0.00
5	Subawards - Subrecipient Services	0.00	0.00	0.00	0.00
6	Contractual - Professional Services	0.00	0.00	0.00	0.00
7	Communications	0.00	0.00	0.00	0.00
8	Grantee Rent Costs	0.00	0.00	0.00	0.00
9	Space Costs	0.00	0.00	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00	0.00	0.00
11	Client Assistance - Rent	0.00	0.00	0.00	0.00
12	Client Assistance - All Other	0.00	0.00	0.00	0.00
13	Other Expenses	0.00	0.00	0.00	0.00
14	Volunteer Salary and Wages	0.00	0.00	0.00	0.00
15	Volunteer Fringe Benefits	0.00	0.00	0.00	0.00
16	Volunteer Training	0.00	0.00	0.00	0.00
Total Program Expenses		365,117.00	273,838.23	91,278.77	0.00
TOTAL DIRECT EXPENSES		365,117.00	273,838.23	91,278.77	0.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00
2	Cost Allocation Plan (CAP)	27,386.00	20,540.00	6,846.00	0.00
Total Indirect Costs		27,386.00	20,540.00	6,846.00	0.00

	Category	Total	Amount	Cash	Inkind
TOTAL INDIRECT EXPENSES		27,386.00	20,540.00	6,846.00	0.00
TOTAL EXPENDITURES		**392,503.00**	**294,378.23**	**98,124.77**	**0.00**

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	**Source of Funds**				
	MDHHS State Agreement	294,378.00	294,378.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	98,125.00	0.00	98,125.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Volunteer	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Total Source of Funds	392,503.00	294,378.00	98,125.00	0.00
	Totals	392,503.00	294,378.00	98,125.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES									
Program Expenses									
1	**Salary and Wages**								
	Attorney	1.0000	109719.000	0.000	FTE	109,719.00	82,289.23	27,429.77	0.00
	Attorney	1.0000	112533.000	0.000	FTE	112,533.00	84,400.00	28,133.00	0.00
	Social Worker	1.0000	38021.000	0.000	FTE	38,021.00	28,516.00	9,505.00	0.00
Total for Salary and Wages						260,273.00	195,205.23	65,067.77	0.00
2	**Fringe Benefits**								
	All Composite Rate Notes : Fringe benefits for grant assigned staff include FICA, unemployment, workers compensation, health, optical and dental insurance, life insurance, retirement, and post-retirement health care.	0.0000	100.000	99844.000		99,844.00	74,883.00	24,961.00	0.00
3	**Employee Travel and Training**								
	Training Registration	0.0000	0.000	0.000		4,000.00	3,000.00	1,000.00	0.00
	Air Fare	0.0000	0.000	0.000		500.00	375.00	125.00	0.00
	Lodging	0.0000	0.000	0.000		400.00	300.00	100.00	0.00
	Per Diem-Food	0.0000	0.000	0.000		100.00	75.00	25.00	0.00
Total for Employee Travel and Training						5,000.00	3,750.00	1,250.00	0.00
4	**Supplies and Materials**								
5	**Subawards - Subrecipient Services**								
6	**Contractual - Professional Services**								
7	**Communications**								
8	**Grantee Rent Costs**								

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
9	**Space Costs**								
10	**Capital Expenditures - Equipment & Other**								
11	**Client Assistance - Rent**								
12	**Client Assistance - All Other**								
13	**Other Expenses**								
14	**Volunteer Salary and Wages**								
15	**Volunteer Fringe Benefits**								
16	**Volunteer Training**								
Total Program Expenses						365,117.00	273,838.23	91,278.77	0.00
TOTAL DIRECT EXPENSES						365,117.00	273,838.23	91,278.77	0.00
INDIRECT EXPENSES									
Indirect Costs									
1	**Indirect Costs**								
2	**Cost Allocation Plan (CAP)**								
	County-City Central Services CAP	0.0000	0.000	0.000		27,386.00	20,540.00	6,846.00	0.00
Total Indirect Costs						27,386.00	20,540.00	6,846.00	0.00
TOTAL INDIRECT EXPENSES						27,386.00	20,540.00	6,846.00	0.00
TOTAL EXPENDITURES						**392,503.00**	**294,378.23**	**98,124.77**	**0.00**

B3 Attachment B3 - Equipment Inventory Schedule

Attachment B3 - Equipment Inventory Schedule

C Attachment C - Performance Report Requirements

Attachment C - Performance/Progress Report Requirements

E Attachment E - Program Requirements

Attachment E - Program Specific Requirements

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2611 **Agenda Date:** 11/5/2025 **Agenda #:** 11.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Barbara A. Menear, Circuit Court Administrator

RE: Approval of a grant award from the Michigan Supreme Court, in the amount of $75,000.00, to provide support to Genesee County's Legal Resource Center; the budget for this grant is attached

BOARD ACTION REQUESTED:

Acknowledge and accept a grant award from the Michigan Supreme Court, in the amount of $75,000.00 to the 7th Judicial Circuit Court, to be used to support the Legal Resource Center. A copy of the award notification and fully executed contract is attached to the submission.

BACKGROUND:

The Circuit Court Law Library was converted to the Genesee County Legal Resource Center. This grant is the 4th SCAO self-help center grant received in support.

DISCUSSION:

The Legal Resource Center situated within the court permits attorneys and members of the public to access legal research materials, SCAO approved court forms and receive navigational assistance to access other court and community services. The Michigan Judicial Council and the Access to Justice Commission strategic plan identifies this type of service model for statewide consideration.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

There is no grant match required. A budget amendment is attached.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

By communicating available resources and services to the residents of Genesee County, we contribute to Healthy, Livable & Safe Communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request of the 7th Circuit Court Administrator to authorize accepting a grant award from the Michigan Supreme Court in the amount of $75,000.00, and entering into a grant agreement with the State Court Administrative Office for the purpose of supporting the Genesee County Legal Resource Center, with no match requirement, for the period commencing October 1, 2025, through September 30, 2026, is approved, (a copy of the memorandum request and supporting documents being on file with the official records of the November 5, 2025 meeting of the Governmental Operation Committee of this Board, the Circuit Court Administrator is authorized to execute the grant agreement, and the Chief Financial Officer is directed to record the attached budget.

State Court Administrative Office
Legal Self-Help Center Grant

Agreement Between

STATE COURT ADMINISTRATIVE OFFICE (SCAO)

and

GRANTEE:

7th Circuit Court

Contract Number:	**SCAO-2025-141**
Grant Amount:	**$75,000**

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

1.01 The term "Agreement" as used in this document means the Agreement between the State Court Administrative Office (the "SCAO"), located in Lansing, MI and the Grantee located at 900 S. Saginaw Street, Flint, Michigan 48502, and includes any subsequent amendments thereto.

1.02 The term "Approved Expenses" means all Program Expenses that have been timely reported to the SCAO and verified by the SCAO as an eligible expense not subject to recoupment from grantee.

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

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

Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by the SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark, protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO.

Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute or produce during the term of this Agreement when rendering Services thereunder. "Confidential Information" also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

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

1.06 The term "Employee Benefits" means any and all Employee Benefits the State Court Administrative Office provides to its employees, including, but not limited to, workers' compensation benefits, retirement benefits, pension benefits, insurance benefits, fringe benefits, educational and/or training benefits, holiday pay, paid breaks, sick pay, vacation pay, or other such benefits.

1.07 The term "Equipment" includes tangible property, excluding real property, with a useful life of at least one year.

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

1.09 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting.

1.10 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, copyright application, patent, or patent application, trademark or trademark application, or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees and/or subcontractors prior to this Agreement.

1.11 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants.

1.12 The term "Parties" refers to all parties to the Agreement, including the SCAO and all other parties.

1.13 The term "Program Expenses" means all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, insurance premiums, copying costs, telephone costs and all other types of costs, all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee's performance under this Agreement. This term also includes Travel Expenses as defined below.

1.14 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee agrees to develop or deliver under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.15 The term "SHCGP" refers to the Legal Self-Help Center Grant Program which is the subject of this Agreement.

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

1.17 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Travel expenses may not exceed the state rate or your local rate, whichever is the lesser expense.

1.18 The term "Work Product" refers to documents, reports, programs, manuals, tapes and videos and any Intellectual Property prepared under this Agreement, including training materials, power point presentations and/or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Grantee under this Agreement and amendments thereto.

2. PERIOD OF AGREEMENT

2.01 This Agreement shall commence upon the Effective Date. Work under this Agreement must begin before September 30, 2025.

2.02 This Agreement terminates on **September 30, 2026**.

3. AGREEMENT AMOUNT AND BUDGET

This Agreement incorporates the Grantee's approved grant application request and most recently approved budget included here as **Attachment E.** The SCAO agrees to provide funding in an amount not to exceed the Grant Amount. In no event does this Agreement create for the Grantee's benefit a lien against or entitlement to any other funds of the SCAO or the Michigan Supreme Court.

4. RELATIONSHIP

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

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

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

4.04 The Grantee shall not direct the work or utilize the working time of any SCAO employee under this Agreement. To the extent that the Grantee seeks the assistance of any SCAO employee to perform the Grantee's responsibilities under this Agreement, the Grantee must provide prior written approval from the State Court Administrator or his/her designee.

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

5. SIGMA SYSTEM FOR AWARD MANAGEMENT

The Grantee must register or update their account in the State of Michigan SIGMA Vendor Self Service to receive distribution of this SHCGP grant administered by the SCAO. The SIGMA Vendor Self Service website is https://sigma.michigan.gov/PRDVSS1X1/Advantage4

6. CHANGE IN GRANTEE CONTACT

The Grantee must notify the SCAO of any changes in Grantee's contacts identified in Section 33, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

7. USE OF FUNDING

7.01 Payments from the SHCGP funds may only be used to cover program expenses incurred on or after September 15, 2025, through September 30, 2026, that are related to the operation and delivery of services for a legal self-help center. *See* the SHCGP Guidelines for further information regarding eligible expenses. Grantee agrees to comply with all SHCGP Guidelines. These Guidelines are attached as **Attachment C** and may also be accessed at https://www.courts.michigan.gov/49d092/siteassets/committees,-boards-special-initiatves/justiceforall/fy26_shcgrantprogramdetails-final.pdf.

7.02 SHCGP funds cannot be used to pay expenses that will be or have been reimbursed by the Grantee or another funding source program.

7.03 The Grantee must develop and implement effective internal controls to ensure that funding decisions under the SHCGP award constitute eligible uses of funds.

7.04 The Grantee must submit expenditure reports, along with documentation to support the reported expenditures, to the SCAO, which are due on the dates listed below:

- January 16, 2026 (reporting period of 9/15/25 – 12/31/25)
- April 10, 2026 (reporting period of 1/1/26 – 3/31/26)
- July 10, 2026 (reporting period of 4/1/26 – 6/30/26)
- October 9, 2026 (reporting period of 7/1/26 – 9/30/26)

7.05 The Grantee shall prepare expenditure reports using the provided expenditure reporting template identified as **Attachment B** in this agreement.

7.06 To assure that expenditures are proper and in accordance with the terms and conditions of the award and approved project budgets, the Grantee's fiscal reports under this Agreement must include a certification, signed by an official who is authorized to legally bind the Grantee. The Grantee must certify that to the best of its knowledge reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes set forth in the award's terms and conditions, and have been incurred by the Grantee. The Grantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Grantee to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.

7.07 The Grantee shall submit expenditure reports to the SCAO via email by sending them JFAC@courts.mi.gov with the subject line "SHCGP Report".

7.08 Equipment purchases authorized under this agreement become the property of the Grantee. The SCAO maintains no ownership interest in equipment purchased by the Grantee. The Grantee is solely responsible for securing appropriate insurance on all equipment. The Grantee assumes responsibility for all depreciation expenses for equipment, unless specifically authorized in the Grantee's most recently approved budget, included as **Attachment E**.

8. PAYMENT PROCESSING

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

8.02 Unless otherwise pre-approved in writing by the SCAO under the notice provisions of Section 33, only program Services and Program Expenses outlined in the approved budget incurred during the grant period are eligible for approval. Program Expenses incurred that are not identified in Grantee's approved original or amended budget or are incurred outside the grant period of September 15, 2025, through September 30, 2026, will not be approved.

8.03 The Grantee is aware that this is a lump-sum grant awarded at the beginning of the grant period and all Expenses are subject to eligibility determination and approval by the SCAO. Grantee's reported Program Expenses that are not approved by the SCAO are subject to recoupment.

8.04 Approved Travel Expenses cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates.

8.05 Any unobligated balance of grant funds held by the Grantee at the end of the Agreement period will be returned to the SCAO via a check payable to the State of Michigan and mailed to MSC Finance, PO Box 30052, Lansing, MI 48909. Grantee shall provide notice to the SCAO upon mailing of the check.

9. SCOPE OF SERVICES

The Grantee shall use reasonable best efforts and devote such time, attention, skill, knowledge, and professional ability as necessary to most effectively and efficiently carry out and perform the Services.

10. STATEMENT OF WORK

The Grantee agrees to undertake, perform, and complete the Services described in their approved grant application attached to this Agreement as **Attachment E**. This includes the delivery of legal self-help services. The Grantee may not assign the performance of Services under this Agreement to any other entity or person who is not an employee or volunteer of the Grantee except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

11. DATA REPORTING REQUIREMENTS

11.01 The Grantee agrees to timely provide all applicable data, including complete and accurate reports as identified in **Attachment A** related to this Agreement.

11.02 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award, minus the total amount from Grantee's approved expenditure reports, will be rescinded and the SCAO will send a notice of recoupment notice to the Grantee. The Notices will be sent as provided in Section 33 of this Agreement.

12. STAFF AND VOLUNTEER TRAINING

Grantee agrees to use reasonable best efforts to ensure all program staff or volunteers complete self-help training provided by Michigan Legal Help, if offered.

13. MICHIGAN LEGAL SELF-HELP CENTER GUIDELINES

The Grantee shall use their best efforts to follow and engage in the activities outlined in the Michigan Legal Self-Help Center Guidelines adopted by the SCAO. The operational guidelines are included here as **Attachment D** and are available online at https://www.courts.michigan.gov/48cbfe/siteassets/reports/special-initiatives/justice-for-all/final-shc-guidelines.pdf

14. RIGHTS TO WORK PRODUCT AND INTELLECTUAL PROPERTY

14.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product created under this Agreement, and amendments thereto (the "Work Product"), belong to the Grantee. Any Work Product created under this Agreement shall be used for the public good.

14.02 The Grantee grants the SCAO a perpetual, royalty-free, unlimited license to the Work Product for non-commercial purposes to use, display, reproduce and distribute final versions of such Work Product as the SCAO sees fit.

14.03 The Grantee may publish or distribute any printed or visual reports or press releases relating to the services provided under this Agreement but may not include information about the SCAO or its role without the SCAO's permission as outlined in Section 26.02.

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

14.05 The Grantee shall promptly disclose in writing to the SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials jointly with the SCAO or singly by the Grantee or the Grantee's employees or agents while engaged in Services under this Agreement. As to each such disclosure, the Grantee shall specifically point out the features or concepts related to the Pre-existing Inventions, Patented and/or Copyrighted Materials that are new, unique, or different such that they may qualify for copyright, patent, or other intellectual property protection. Further, upon the SCAO's request, the Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Pre-existing Inventions, Patented and/or Copyrighted Materials for which the SCAO desires to obtain such protection.

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

14.07 Section 14 of this Agreement survives termination or expiration of this Agreement.

15. INSURANCE

By signing this Agreement, the Grantee confirms that it is self-insured/has procured insurance in an amount and scope sufficient to cover all claims and Liabilities related to (a) the Grantee's Services and (b) Grantee's performance of, or failure to perform, its obligations under this Agreement.

16. RECORD MAINTENANCE/RETENTION AND INSPECTION

16.01 All record retention guidelines set by the SCAO and/or the Grantee must be adhered to if they require additional years beyond the retention guidelines stated herein. The Grantee's accounting system must be maintained to keep grant records separate from the Grantee's other financial records.

16.02 The Grantee agrees to maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must ensure 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 in accordance with generally accepted accounting principles and will be kept for at least five years after the SCAO's final payment to the Grantee. The Grantee is responsible for the costs to retain these records.

16.03 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete.

17. AUTHORIZED ACCESS

The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the MSC, the SCAO, the Michigan Department of Treasury and State Auditor General, or any of their duly authorized representatives, to records and documentation related to this Agreement, as authorized and required by law. The SCAO and/or an outside team may conduct on-site monitoring visit(s), evaluations and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, if requested. The Grantee shall work cooperatively with the monitoring, audit, and/or evaluation team to permit full review of the program. Based on the audit, the SCAO may adjust payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

18. CONFIDENTIALITY INFORMATION

18.01 In the performance of its obligations under this Agreement, the SCAO may disclose Confidential or Proprietary Information pertaining to the SCAO's past, present, and future activities to the Grantee. The Grantee agrees to limit access of Confidential or Proprietary Information to those of its employees who have a need for such access and such employees are bound to the Confidentiality provisions in this Contract. The Grantee shall not disclose Confidential or Proprietary Information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order.

18.02 If disclosure of Confidential or Proprietary Information is required by law or court order, the Grantee must notify the SCAO within five (5) business days as provided in Section 33 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.

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

18.04 Section 18 of this Agreement survives termination or expiration of this Agreement.

19. NOTIFICATION OF CRIMINAL OR ADMINISTRATIVE INVESTIGATIONS

If the Grantee becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Grantee shall immediately notify the SCAO of the investigation or charge as provided in Section 33 of this Agreement.

20. AGREEMENT/REDUCTION/SUSPENSION/TERMINATION

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

A. If any of the terms of this Agreement are not adhered to by the Grantee.

B. If the Grantee fails to make progress satisfactory to the SCAO toward the project goals, objectives, or strategies set forth in this Agreement, including but not limited to a determination by the SCAO after expenditure reports due April 10, 2026, are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the termination date.

C. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.

D. The Grantee submits false certification or falsifies any other report or document required hereunder.

E. If the Grantee is convicted of any activity referenced in **Section 19** of this Agreement during the term of this Agreement or any extension thereof.

F. If the SCAO terminates this Agreement under **Section 20.01**, the Grantee is not eligible for the SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with the SCAO that the Grantee has corrected the issues

G. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.

20.02 Each Party has the right to terminate this Agreement without cause, including termination by the Grantee if the Grantee has indicated that they do not plan to spend all or some of the grant funds. If the Grantee is the terminating party, the Grantee must notify the SCAO in writing of such termination in accordance with Section 33 of this Agreement. The Grantee will still be required to fulfill the grant reporting requirements under **Attachments A and B** as required by the terms of the grant and as otherwise directed by the SCAO. The termination date of this Agreement will be the date that the Grantee has met all grant reporting requirements as determined by the SCAO.

20.03 Any unused Grant Amount funds are subject to recoupment from Grantee.

20.04 Any funds received by the Grantee that are expended in a manner that does not comply with applicable federal and state laws, guidelines, rules, and regulations shall be returned to the State of Michigan. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.

21. FINAL REPORTING UPON TERMINATION

21.01 Should this Agreement be terminated by either party, within 30 calendar days after the termination, the Grantee shall provide the SCAO with all financial and other reports required as a condition of this Agreement. The Grantee shall immediately return to the SCAO any grant funds paid to the Grantee in excess of Grantee's approved expenses.

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

22. INDEMNITY

22.01 The Grantee agrees to indemnify, defend, and hold harmless the SCAO, the Michigan Supreme Court (the "MSC"), and their respective agents, officers, and employees (the "SCAO, the MSC, and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, the MSC, and related entities by reason of Grantee's Services provided and/or the Grantee's failure to provide such Services under this Agreement without limitation.

22.02 In the event any action or proceeding is brought against the Grantee by reason of any claim covered under this Agreement, the Grantee will, at the Grantee's sole cost and expense, resist or defend the action or proceeding.

22.03 In the event that the Grantee consists of more than one entity/individuals, all Liabilities of the Grantee under this Agreement are joint and several.

22.04 Section 22 of this Agreement survives termination or expiration of this Agreement.

23. COMPLIANCE WITH LAWS

The Grantee shall comply with all applicable laws, ordinances, ethics rules and codes of the federal, state, and local governments and the judiciary, and shall save and hold the SCAO harmless with respect to any damages arising from any violation of the same by the Grantee.

24. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the Parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan, or if the Court of Claims cannot take jurisdiction over the dispute then by the circuit court determined appropriate by the SCAO.

25. CONFLICT OF INTEREST

The Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement. The Grantee 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 Agreement. The SCAO will not be subject to any Liabilities for any such claim.

26. PROHIBITION ON USE OF THE SCAO FOR PROMOTIONAL OR MARKETING PURPOSES

26.01 The Grantee is not permitted to utilize the SCAO's or the MSC's name, logo or other images, or website information for promotional or marketing purposes.

26.02 The Grantee shall not issue press releases, make public statements about or share any of the terms of this Agreement with any third party without doing all of the following: 1) Disclosing to the SCAO the complete content of the intended communication; 2) obtaining the SCAO's written consent; and 3) obligating the third party to abide by the terms of the Confidentiality provisions in this Agreement, including obtaining a written agreement if requested by the SCAO.

27. DEBT TO STATE OF MICHIGAN

The Grantee covenants that it is not, and will not become, in arrears to the State of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the

State of Michigan or its subdivisions, including real property, personal property, and income taxes.

28. DISPUTES

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach. Notice must be provided by both electronic mail and by an overnight delivery service that can track and confirm delivery as provided in Section 33 below.

29. AMENDMENT TO AGREEMENT

This Agreement, including but not limited to the Scope of Services/Statement of Work and project budget changes, may only be amended by a writing signed by all Parties.

30. ENTIRE AGREEMENT

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

A. Data Reporting Requirements (Attachment A)
B. Quarterly Program Expenditure Reporting (Attachment B)
C. FY26 Legal Self-Help Center Grant Program Guidelines (Attachment C)
D. Michigan Self-Help Center Guidelines (Attachment D)
E. Approved Grant Application and Budget (Attachment E)

31. PROGRAM REVIEW OR SITE VISIT

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

32. SEVERABILITY

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

33. DELIVERY OF NOTICE

33.01 Written notices and communications required under this Agreement shall be delivered in one of two forms to all of the individuals listed below: (1) by electronic mail, with confirmation of delivery receipt; or (2) by overnight delivery sent by a nationally recognized overnight delivery service, upon written confirmation of delivery from the service to the following:

33.02 The Grantee's contacts are:

Rachel Hawrylo
900 S. Saginaw Street
Flint, MI 48502
RHawrylo@geneseecountymi.gov
810-424-4355

AND

Barbara A. Menear
900 S. Saginaw Street
Flint, MI 48502
BMenear@geneseecountymi.gov
810-257-3252

33.03 The SCAO's contacts are

Samantha M. Bigelow
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
BigelowS@courts.mi.gov
517-373-2234

AND

Emilie Tarsin
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
TarsinE@courts.mi.gov
517-373-1903

AND

Alicia Moon, General Counsel
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
MoonA@courts.mi.gov
517-373-1294

34. GRANTEE'S AUTHORIZING OFFICIAL

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

35. COUNTERPARTS

This Agreement may be executed by electronic signature in any number of counterparts, each of which when so executed will be deemed an original, and all of which together, will constitute one and the same agreement. Signatures sent electronically, by DocuSign, or by similar means (including scanned images of signatures forwarded by e-mail) will have the same binding effect as original signatures.

The remainder of this page is intentionally left blank. Signatures are on the following page.

SIGNATURES OF PARTIES
Legal Self-Help Center Grant
CONTRACT NUMBER: SCAO-2025-141

36. SIGNATURE OF PARTIES

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

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

36.03 The DocuSign system requires an agent of the SCAO to send this Contract to the Deputy State Court Administrator for review and signature.

7th Circuit Court (Genesee County)	**State Court Administrative Office**
Barbara Menear	ERiosJones
Authorizing Official's Signature	SCAO Official's Signature
Barbara Menear	Elizabeth Rios-Jones
Authorizing Official's Name	SCAO Official's Name
Court Administrator	Deputy State Court Administrator
Authorizing Official's Title	SCAO Official's Title
9/10/2025	09/12/2025
Date Signed by Authorizing Official	Date Signed by SCAO Official

DESCRIPTION:	FY 25/26 Self-Help Grant Acceptance	
DATE:	9/16/2025	
GL #	DESCRIPTION	Increase/(Decrease)
2689-283.03-558.000	STATE PARTICIPATION	75,000.00
2689-283.03-702.000	SALARIES & WAGES	42,021.09
2689-283.03-709.000	SOCIAL SECURITY	3,214.61
2689-283.03-718.000	MEDICAL INSURANCE	5,326.68
2689-283.03-723.000	POST-RETIREMENT BENEFIT	858.00
2689-283.03-725.000	OPTICAL INSURANCE	31.76
2689-283.03-726.000	DENTAL INSURANCE	280.05
2689-283.03-727.000	LIFE HEALTH INSURANCE	193.38
2689-283.03-728.000	RETIREMENT	3,361.69
2689-283.03-729.000	WORKERS COMPENSATION	33.62
2689-283.03-730.000	UNEMPLOYMENT	84.03
2689-283.03-801.004	SERV CONT GENERAL	8,595.59
2689-283.03-913.001	TRAVEL REGULAR	3,000.00
2689-283.03-980.011	BOOKS	7,999.50
1010-283.02-702.000	SALARIES & WAGES	(39,000.00)
1010-283.02-709.000	SOCIAL SECURITY	(2,800.00)
1010-283.02-718.000	MEDICAL INSURANCE	(4,800.00)
1010-283.02-723.000	POST-RETIREMENT BENEFIT	(800.00)
1010-283.02-725.000	OPTICAL INSURANCE	(25.00)
1010-283.02-726.000	DENTAL INSURANCE	(250.00)
1010-283.02-727.000	LIFE HEALTH INSURANCE	(150.00)
1010-283.02-728.000	RETIREMENT	(2,100.00)
1010-283.02-729.000	WORKERS COMPENSATION	(25.00)
1010-283.02-730.000	UNEMPLOYMENT	(50.00)