



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Governmental Operations Committee
Agenda

Wednesday, March 5, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-1272](#) Approval of Meeting Minutes - February 19, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-1160](#) Approval of an MOU between Genesee County and the University of Michigan-Flint for Genesee County Employee Tuition Discount
2. [RES-2025-1223](#) Approval of a request from the Diversity, Equity, and Inclusion Commission to declare March 2025 as Women's History Month in Genesee County
3. [RES-2025-1251](#) Approval of an agreement between Genesee County and New Paths Inc., in the amount of \$250,000.00, to provide Medicated Assisted Treatment (MAT)/Medicated Opioid Use Disorder (MOUD) inside the Genesee County Jail; the cost of this agreement will be paid from account 2848-324.00-801.000

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1272

Agenda Date: 3/5/2025

Agenda #:

Approval of Meeting Minutes - February 19, 2025



GENESEE COUNTY
— M I C H I G A N —

Genesee County Governmental Operations Committee Meeting Minutes

Wednesday, February 19, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Weighill called the meeting to order at 6:01 PM.

II. ROLL CALL

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

Absent: Delrico J. Loyd

III. APPROVAL OF MINUTES

[RES-2025-1194](#) Approval of Meeting Minutes - February 5, 2025

RESULT: APPROVED

MOVER: Charles Winfrey

SECONDER: Brian K. Flewelling

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

[25-095](#) Presentation by Genesee County's Diversity, Equity, and Inclusion Commission

VI. OLD BUSINESS

VII. NEW BUSINESS

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1. [RES-2024-1236](#) Approval of a contract between Genesee County and Genesee Intermediate School District, in an amount not to exceed \$65,000.00, to provide violence prevention & intervention services; the term of this contract is from October 1, 2024, through September 30, 2025; the cost of this contract will be paid from account 2920-664.00-801.001

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

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

 Absent: Commissioner Loyd
 2. [RES-2025-0002](#) Approval for the final contract year with Plante Moran to provide HealthCare Consulting services

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

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

 Absent: Commissioner Loyd
 3. [RES-2025-0034](#) Approval of an agreement between Genesee County and WeConnect, in an amount not to exceed \$28,800.00, to provide mental health services for Genesee County employees and families; the cost of this agreement will be paid from account 1010-202.00-801.004

 RESULT: REFERRED
 MOVER: Charles Winfrey
 SECONDER: Shaun Shumaker

 Aye: Chairperson Weighill, Commissioner Winfrey and Commissioner Flewelling

 Nay: Vice Chair Shumaker

 Absent: Commissioner Loyd
 4. [RES-2025-0114](#) Approval of a request by Genesee County's Healthcare Coalition to provide a buy-up option for dental and vision insurance

 RESULT: REFERRED
 MOVER: Shaun Shumaker
 SECONDER: Charles Winfrey

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

Absent: Commissioner Loyd

5. [RES-2025-1141](#) Approval of an amendment to an agreement between Genesee County and Dr. Larry Kage, in the amount of \$10,000.00, for a revised contract amount of \$39,500.00, to provide physician services at Genesee County's Juvenile Justice Center; the cost of this amendment will be paid from account 2920-356.00-801.028 and is 50% reimbursable by the State of Michigan

RESULT: REFERRED

MOVER: Brian K. Flewelling

SECONDER: Charles Winfrey

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

Absent: Commissioner Loyd

6. [RES-2025-1150](#) Approval of a request to extend the contract agreement between Genesee County and West Publishing Corporation (Thomson Reuters), in the total amount of \$144,300.96, to provide for electronic legal research

RESULT: REFERRED

MOVER: Charles Winfrey

SECONDER: Brian K. Flewelling

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

Absent: Commissioner Loyd

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 6:55 PM



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1160

Agenda Date: 3/5/2025

Agenda #: 1.

To: Board of County Commissioners

From: Jerome Threlkeld, Organizational Development Coordinator

RE: Approval of MOU with University of Michigan-Flint for Genesee County Employee Tuition Discount

BOARD ACTION REQUESTED:

Approval of MOU with University of Michigan-Flint for Genesee County Employee Tuition Discount

BACKGROUND:

We currently have a tuition reimbursement program for Genesee County employees. During recent negotiations, there has been some level-setting in the amounts for the program. This MOU with University of Michigan-Flint allows us to maximize the investment in our tuition reimbursement program by offering discounted tuition to our employees. Please see all the benefits in the Discussion Section.

DISCUSSION:

Expanding MOU with University of Michigan-Flint: New Tuition Discount Maximizes Genesee County's Investment in their Educational Reimbursement Program

As we build our professional learning community, a comprehensive educational assistance program represents a strategic investment in our workforce that directly advances our organizational core values while delivering measurable business impact. This program demonstrates our commitment to employee development, talent retention, and long-term organizational success.

The standing MOU with UM-Flint is founded upon 4 principles: fostering partnerships that maximize intellectual, social and human capital, economic growth, educational opportunities and community well-being. Our tuition assistance initiative fulfills all four principles, meets negotiated promises and reinforces our organizational commitment to Community Growth:

- Employee Development and Growth
 - Empowers employees to pursue higher education and advanced certifications
 - Creates clear pathways for career advancement within the organization
 - Demonstrates tangible investment in personal and professional development
- Talent Retention and Attraction
 - Differentiates our benefits package in a competitive labor market
 - Builds long-term employee loyalty through meaningful investment

- Reduces recruitment costs by improving retention of high-potential talent
- Organizational Excellence
 - Develops a more skilled and knowledgeable workforce
 - Brings new perspectives and cutting-edge knowledge into the organization
 - Strengthens our talent pipeline for leadership positions
- Financial Benefits
 - Reduced turnover costs
 - Increased productivity through enhanced employee capabilities
 - Removing barriers for employees to pursue higher education
- Workforce Development
 - Creates internal talent pipeline for critical roles
 - Reduces reliance on external hiring for specialized positions
 - Improves succession planning capabilities
- Employee Engagement
 - Demonstrates organizational commitment to employee success
 - Increases job satisfaction and workplace loyalty
 - Strengthens Genesee County's brand and company culture

Conclusion

A tuition assistance program represents more than just an employee benefit-it's a strategic investment in our organization's future and the community at large. By supporting employee education, we strengthen our workforce, demonstrate our values in action, strengthen our local colleges/universities and position ourselves for sustained success in an increasingly competitive business environment.

IMPACT ON HUMAN RESOURCES:

IMPACT ON BUDGET:

IMPACT ON FACILITIES:

IMPACT ON TECHNOLOGY:

CONFORMITY TO COUNTY PRIORITIES:

Healthy, Livable & Safe Communities/Workplace - Opportunities for career advancement and a more educated workforce/community; Long Term Financial Stability - Decreased turnover costs, Employee

Loyalty/Productivity; Community Growth -Creating sense of place and attracting/retaining talent,
Collaborating with other entities for economic growth

MEMORANDUM OF UNDERSTANDING
GENESEE COUNTY
AND
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
ON BEHALF OF
THE UNIVERSITY OF MICHIGAN-FLINT
SCHOOL OF MANAGEMENT,
COLLEGE OF ARTS, SCIENCES & EDUCATION
MASTER IN PUBLIC ADMINISTRATION, PSYCHOLOGY, POLITICAL SCIENCE,
AND ECONOMICS PROGRAMS
AND COLLEGE OF HEALTH SCIENCES
SOCIAL WORK DEPARTMENT AND PUBLIC HEALTH AND HEALTH SCIENCES
DEPARTMENT

This Memorandum of Understanding (“MOU”) between Genesee County (“Corporate Partner”) and the Regents of the University of Michigan, a Michigan Constitutional corporation, on behalf of the University of Michigan-Flint, School of Management and College of Arts, Sciences & Education for its Masters in Public Administration, Psychology, Political Science and Economics Programs and the College of Health Sciences for its Bachelor and Master of Social Work and Bachelor and Master of Public Health (“UM-Flint”) shall take effect on, Month Day, 20 (“Effective Date”).

ARTICLE I
AGREEMENT TO COLLABORATE

Sharing a common desire to facilitate academic access, promote higher education and student internship opportunities, and talent retention, Corporate Partner and UM-Flint have agreed to establish this mutually beneficial collaboration. As a consequence of this collaboration, employees of Corporate Partner may be admitted to UM-Flint to pursue higher education degrees at the undergraduate and graduate levels through its Corporate Partner Educational Opportunities program (“Program”). In turn, Corporate Partner will notify UM-Flint of internship and job opportunities with Corporate Partner, which UM-Flint will share with its students, and Corporate Partner will participate in talent recruitment events hosted by UM-Flint consistent with Corporate Partner’s needs.

ARTICLE II
AGREEMENT TERM AND TERMINATION

1. This MOU will terminate at the end of academic year 20 -20 (Month Day, 20) after the Effective Date. It may be extended by mutual agreement of UM-Flint and Corporate Partner as evidence by an extension agreement signed by the parties.
2. Either party has the right to withdraw from this collaboration at any time; provided, however, the party wishing to withdraw shall provide written notice to the other party no less than six

(6) months in advance of the intended withdrawal date that coincides with the end of an academic term.

ARTICLE II PROGRAM PARTICIPATION

1. Program participation is limited to current employees of Corporate Partner.
2. Prospective students may be admitted to either the undergraduate or graduate component of the Program provided the applicable admission criteria is met. The degrees conferred and the associated required coursework for a student admitted for the 20 -20 academic year are described in the attached addendum. Coursework requirements for degree conferral may be different for future admitted students and will be published at <https://catalog.umflint.edu>.
3. Prospective students may be in-state or out-of-state, and tuition assistance will be applied to such student's base tuition rate; however, base tuition rates are higher for out-of-state students. Tuition rates are reviewed annually by the Regents of the University of Michigan and are subject to change. Tuition rates are published yearly by the Cashier's Office.
4. Tuition assistance is limited to courses offered by UM-Flint's School of Management, by the College of Arts, Sciences & Education for the Master in Public Administration (MPA), Psychology (including the AODC program), Political Science or Economics programs and by the College of Health Sciences for its Bachelor and Master of Public Health and Bachelor and Master of Social Work (note: social work undergraduate and graduate programs only accepting 5 students, each). Tuition assistance is dependent upon successful completion of coursework for which the assistance is awarded. If a student repeats a course due to a failing grade, tuition assistance is only applied when the student achieves a passing grade or better.
5. Corporate Partner will confirm and verify a prospective student's employment status with Corporate Partner by providing a certification printed on Corporate Partner's letterhead and email the same to the Office of Financial Aid at financialaidflint@umich.edu.
6. UM-Flint will not discriminate with respect to prospective students on the basis of race, color, national origin, age, marital status, sex, sexual orientation, gender identity, gender expression, disability, religion, height, weight, or veteran status in educational programs, activities and admissions.
7. For all students enrolled through the Program, UM-Flint will provide student support services, monitor academic performance, enforce standards of conduct and accompanying disciplinary policies and procedures, and adhere to all other institutional practices.

ARTICLE III COMMUNICATION

1. Corporate Partner and UM-Flint agree to communicate with each other concerning their collaboration and the Program. Communication may include the development of various

kinds of publications (brochures, flyers, emails) to inform those who might benefit personally and professionally from the opportunities provided by the Program. Additionally, UM-Flint and Corporate Partner will cooperate in facilitating special opportunities for those interested employees and their dependents, such as recruitment visits, pre-admissions advising, on-site admissions and other programs which would contribute to student success.

2. Corporate Partner will communicate internship opportunities and talent recruitment needs to UM-Flint and will participate in internship and employment events hosted by UM-Flint consistent with its corporate needs.
3. Corporate Partner and UM-Flint will communicate regarding any changes that may affect the collaboration and will consider proposals that may lead to future collaboration.
4. Responsibility for communication related to this MOU shall be through Dean of the School of Management (Yener Kandogan), Dean of the College of Arts, Sciences, & Education (Chris Douglas), Dean of the College of Health Sciences (Donna Fry) and Corporate Partner designee(s) (Name of designee).

ARTICLE IV MISCELLANEOUS

1. This MOU together with the attached addendum (as it may be annually updated) represent the entire agreement between UM-Flint and Corporate Partner. Any prior agreements or understandings regarding the subject matter of this MOU, whether written or oral, are superseded by this MOU.
2. This MOU may only be amended through a writing signed by the parties.
3. The parties disclaim any intent to form a joint venture or partnership or other similar legal relationship in which either party can act on behalf or bind the other or create legal liabilities for the other.
4. Corporate Partner cannot assign this MOU without the prior written consent of UM-Flint. Any purported assignment without UM-Flint's prior written consent shall be void.
5. This MOU may be executed in counterparts with an electronic signature, with each counterpart constituting an original and the counterparts together constituting one agreement.
6. Each party represents and warrants that the individual signing this MOU on its behalf has the authority to do so and to so legally bind the party.

[Signature page to follow]

On behalf of Corporate Partner:
Genesee County

Print Name

Print Title

Date: _____

On behalf of the Regents of the University of
Michigan, acting on behalf of the University of
Michigan

Yener Kandogan, PhD.

Interim Provost & Vice Chancellor for
Academic Affairs, University of Michigan-
Flint

Date: _____

Acknowledged by:

University of Michigan-Flint

By: _____

Keith Kelley

Associate Dean, School of Management

Date: _____

By: _____

Chris Douglas, PhD

Interim Dean, College of Arts, Sciences &
Education

Date: _____

By: _____

Donna Fry, PT, PhD

Dean, College of Health Sciences

Date: _____



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1223

Agenda Date: 3/5/2025

Agenda #: 2.

To: Board of County Commissioners

From: Jerome Threlkeld, Organizational Development Coordinator

RE: Approval of a request from the Diversity, Equity, and Inclusion Commission to declare March 2025 as Women's History Month in Genesee County

BOARD ACTION REQUESTED:

Approval of a request from the Diversity, Equity, and Inclusion Commission to declare March 2025 as Women's History Month in Genesee County.

BACKGROUND:

At their February meeting, Genesee County's Diversity, Equity, and Inclusion Commission approved the attached resolution declaring March 2025 as Women's History Month.

DISCUSSION:

The Diversity, Equity, and Inclusion Commission have forwarded their resolution with a request to the Board of County Commissioners to adopt.

IMPACT ON HUMAN RESOURCES:

IMPACT ON BUDGET:

IMPACT ON FACILITIES:

IMPACT ON TECHNOLOGY:

CONFORMITY TO COUNTY PRIORITIES:

The Board of County Commissioners have prioritized and Inclusive and Collaborative Culture. By honoring all women and the contributions they have made to Genesee County, we are continuing our commitment to highlighting the benefits of honoring our diversity as a community.

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

LADIES AND GENTLEMEN:

WHEREAS, Congress overwhelmingly passed a resolution in 1987 declaring March to be Women's History Month, which proclaimed that American women of every race, class, and ethnic background have made historical contributions to the growth and strength of the nation in countless recorded and unrecorded ways; that American women have played and continue to play a critical economic, cultural, and social role in every sphere of our nation's life by constituting a significant portion of the labor force working in and outside of the home; American women have played a unique role throughout our history by providing the majority of the nation's volunteer labor force and have been particularly important in the establishment of early charitable philanthropic and cultural institutions in this country; and that American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements to create a more fair and just society for all; and

WHEREAS, women in Genesee County have similarly been integral to every facet of community life, from the Women's Auxiliary and the Women's Emergency Brigade's role in supporting the establishment of the United Auto Workers during the Sit-Down Strike, to the role of Olive Beasley in organizing the 10-day sleep-in on the grounds of Flint City Hall in support of fair housing, to holding positions of leadership in local educational, healthcare, industrial, civic, and financial institutions; and

WHEREAS, to date a total of 23 women have served on the Genesee County Board of Commissioners, starting with Charlotte Williams in 1965 who also served as President of the National Association of Counties, and including two women who served as Chair of the Board of County Commissioners (Deborah Cherry and Ellen Ellenberg); and

WHEREAS, two notable women are honored on the grounds of the Genesee County Court House, including Sarah Emma Edmonds, who was born in Canada and moved to Genesee County where she joined the Union army in 1861, disguising her gender as she fought valiantly with Company F, Second Michigan Infantry at the battle of Bull Run and with the Army of the Potomac at the battle of Fredericksburg; and

WHEREAS, Genesee County has also memorialized the contributions of Eva R. Belles, a Flint resident who in 1888 attempted to vote in a school board election but was turned away from the polls on the basis of being a woman, and who successfully sued in Genesee County Circuit Court and prevailed at the Michigan Supreme Court to secure women's right to vote in local school elections.

NOW, THEREFORE, BE IT RESOLVED, that the Genesee County Board of County

Commissioners and the Genesee County Diversity, Equity, and Inclusion Commission hereby recognize the month of March 2025 as Women's History Month in Genesee County and encourage the celebration of Women's History Month, participation in community events, sharing stories, and learning about the struggles women have faced and the contributions they have made to our county and nation.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1251

Agenda Date: 3/5/2025

Agenda #: 3.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval to enter a Professional Service Contract between the Genesee County Sheriff's Office and New Paths Inc. in the amount of \$250,000.00 to provide Medicated Assisted Treatment (MAT)/Medicated Opioid Use Disorder (MOUD) inside the Genesee County Jail.

BOARD ACTION REQUESTED:

Approval to enter a Professional Service Contract between the Genesee County Sheriff's Office and New Paths Inc. in the amount of \$250,000.00 to provide Medicated Assisted Treatment (MAT)/Medicated Opioid Use Disorder (MOUD) inside the Genesee County Jail.

BACKGROUND:

The **Genesee County Sheriff's Office** has received a grant from the **Michigan State Police** to establish a comprehensive **Medication-Assisted Treatment/Medication for Opioid Use Disorder (MAT/MOUD)** program (RESO-2024-1150). This grant requires a subcontract in the amount of **\$250,000.00**. The service was advertised on the **County website** and **BidNet** in an effort to find vendors capable of providing the required services. **New Path Inc.** was determined to be a **Sole Source** provider for this service (see attached letter).

DISCUSSION:

Click or tap here to enter text.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

Track and report expenses. The cost of this agreement will be paid from account 2848-324.00-801.000

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to the county priorities by continuing to promote 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 by the Office of Genesee County Sheriff to authorize entering into a Professional Service Contract between Genesee County and New Paths, Inc., whereby the contactor will provide Medicated Assisted Treatment (MAT)/Medicated Opioid Use Disorder (MOUD) services inside of the County Jail for a term commencing March 1, 2025, through September 30, 2025, at a total cost not to exceed \$250,000.00 to be paid from account 2848-324.00-801.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the March 5, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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 **New Paths, Inc., a Behavioral Health and Recovery Center** whose principal place of business is located at **765 E. Hamilton Ave. Flint, MI 48505** (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on **March 1, 2025**, 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

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed **\$250,000.00**. 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. 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 **Captain David Kennamer, Jail Administrator for the Genesee County Sheriff Office** (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. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

10. 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.

11. 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".

12. 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.

13. Audit Rights

13.1 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.

13.2 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.

13.3 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.

13.4 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.

14. Identity Theft Prevention

14.1 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.

14.2 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.

15. 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 admit 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 \$1,000,000 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.

15.1 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.

15.2 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.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

- 17.1.1. The Contract – This Professional Services Contract
- 17.1.2. Exhibit A – The Scope of Work
- 17.1.3. Attachment A – Main Contract MSP and GCSO
- 17.1.4. Attachment B – New Paths, Inc. Invoice
- 17.1.5. Attachment C – Monthly Medication Billing Invoice
- 17.1.6. Attachment D – Treatment Coordination Wage Invoice

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.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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.

17.10 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.

NEW PATHS, INC

COUNTY OF GENESEE

By: _____
James Hudgens
Executive Director

By: _____
Delrico Loyd, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A Description of the Services

The CONTRACTOR agrees to undertake, perform, and complete the following in accordance with the terms and conditions of this agreement:

- A. Provide the services outlined in the Program Design (Attachment A).
- B. The CONTRACTOR shall submit monthly reimbursement form (Attachment B) and Monthly Billing Invoice (Attachment C) for each new client receiving services under this contract by the 5th day of each month for the preceding month.
- C. Make completed and accurate records, documents, and financial statements to GENESEE COUNTY for auditing purposes upon request.

The maximum amount payable to the CONTRACTOR under this agreement is **\$250,000.00** (Attachment A).

CONTRACTOR to provide coordination and medication to those justice-impacted members (Sentenced and Unsentenced) involved in Medicated Assisted Treatment (MAT)/Medicated Opioid Use Disorder (MOUD) at the Genesee County Jail (GCJ) provided on-site by New Paths, Inc.

a) Subawards – \$250,000 for twelve (12) months to New Paths, Inc.

(1) community-based organizations in Genesee County with expertise to provide (i) jail-based MOUD substance use disorder (SUD) treatment coordination and (ii) (Table 6).

SUBAWARDEE	COMMENTS	YEAR 1
New Paths, Inc.	Jail-based MOUD treatment coordination	\$250,000
TOTAL:		\$250,000

(1) New Paths, Inc., Genesee County's largest substance use disorder (SUD) treatment provider and longstanding contracted SUD treatment provider for the GCJ, will implement all aspects of jail-based MOUD treatment care coordination, building upon their existing contract with Region 10 PIHP to support costs for jail-based MAT/MOUD services. Region 10 PIHP will cover billable services for New Paths, Inc. Medical Director and associated support staff time as well as up to 2 doses of Buprenorphine or Naltrexone medications. Given this unique challenge, RSAT funds will be leveraged to support the costs of MAT/MOUD for incarcerated individuals who exceed the 2-dose limit and require additional doses to avoid withdrawal and other negative health outcomes associated with a lapse in MAT/MOUD care (Table 6).

a. Personnel – \$53,560 for twelve (12) months

Salaries for the project are based on a 12-month project with a October 1, 2024, start date. The subaward budget (Table 3) will support 1 FTE Intake/Re-Entry Coordinator who will coordinate outreach and treatment for individuals with a history of SUD who are entering jail, incarcerated, and/or re-entering communities. The Intake/Reentry Coordinator will also work in collaboration

with R.I.S.E. Deputy Program Coordinator to ensure communication to ensure coordination of care at every point.

POSITION DESCRIPTION	COMMENTS	YEAR 1
Intake/Re-Entry Coordinator	1.0 FTE/12 months@ \$25.75 per hour	\$53,560
TOTAL:		\$53,560

b. Fringe Benefits – \$8,034 for twelve (12) months.

Fringe benefits for each position are calculated below (**Table 4**). Fringe includes health insurance premiums, FICA, and retirements benefits calculated at a composite rate of 15%.

POSITION DESCRIPTION	COMMENTS	YEAR 1
Intake/Re-Entry Coordinator	1.0 FTE @ \$25.75 per hour (15% Fringe)	\$8,034
TOTAL:		\$8,034

Total Personnel = \$61,594.00

c. Supplies and Materials - \$165,677

In sum, the Contractor subaward to New Paths, Inc, will support MOUD drug screening and medication costs and personnel who will coordinate outreach and treatment for individuals with a history of SUD who are entering jail, incarcerated, and/or re-entering communities

MEDICATION & SUPPLIES DESCRIPTION	COST	COUNT	YEAR 1
General supplies (paper, ink, etc.)	\$78.12	12	\$937
10 Panel Drug Cad	\$37	40	\$1,493
Urine Ethylglucuronide (EtG) Tests	\$24	40	\$942
Gabopentin Testing	\$58	40	\$2,318
Medication- Sublocade (Injectable Buprenorphine extended release)	\$2,321	40	\$92,824
Medication- Brixadi (Buprenorphine extended release)	\$1,054	40	\$42,140
Medication- Suboxone (Sublingual Buprenorphine)	\$293	40	\$11,712
Medication – Vivitrol (Injectable Naltrexone extended release)	1,923	6	\$11,556
Medication – Oral Naltrexone	81	14	\$1,134
Lab Cups	\$1	100	\$621
TOTAL:			\$165,677

d. Indirect rate 10% - \$22,729

Genesee County Purchasing Department
1101 Beach St., Rm 361
Flint, MI
Phone: 810-257-3030 Fax: 810-257-3560

TO: Jason Gould, Major
Sheriff's Office

FROM: Derrick Jones, Purchasing Administrator
Office of Fiscal Services

DATE: February 14, 2025

RE: Sole Source Solicitation # 25-429

On January 22, 2025, the Purchasing Department posted a Sole Source Procurement to the Genesee County's website and bidnet for Substances Use Disorder Medicated Assisted Treatment Services. The solicitation noted that the intent of the posting is to verify that the proposed request is a valid sole source. The solicitation further stated that interested parties were to submit information to object these requested services as sole-source if their organization could provide said service. As of the due date of the solicitation, February 13, 2025, before 2:00 pm, Purchasing did not receive any correspondence to challenge the sole source solicitation. Therefore, you may proceed with the process of awarding New Path, Inc a contract for Substances Use Disorder Medicated Assisted Treatment Services.

If you have any questions, please feel free to contact me.

Derrick Jones
Ext. 3851

RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

County of Genesee

1101 Beach St. , Flint, Michigan 48502

Federal I.D. #: 38-6004874

hereinafter referred to as the "Contractor"

for

Genesee County Sheriff's Department

Residential Substance Abuse Treatment

MSP Project Number: RSAT-90009-Genesee County Sheriff's Departmen-2025

I. Period of Agreement:

This Agreement shall commence on **10/01/2024** and continue through **09/30/2025**.

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

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

II. Funding Source and Agreement Amount:

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

- A. Including federal funds and required local match, the total amount of this Agreement is \$312,500.00.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$250,000.00.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is .
- D. The CFDA Title is .
- E. The federal agency name is .
- F. The federal grant award number is 0.
- G. The federal program title is .

III. Grant Summary:

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

IV. Statement of Work:

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

V. Project Timeline:

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

VI. Program Budget:

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

Budget deviation allowances are not permitted.

VII. Amendments:

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

VIII. Contractor Responsibilities:

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

A. Publication Rights:

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

This project is supported by # 0, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.

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

B. Reporting Responsibilities:

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

C. Uniform Crime Report (UCR):

The Contractor, and all of its subcontractors, must comply with 1968 PA 319, as amended. This law requires county

sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data to the Department.

D. Financial Reporting Requirements:

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

1. Reimbursement Method/Mechanism:

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRD/VSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.
- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon in the approved Budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

2. Financial Status Report (FSR) Submission:

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

a. Monthly FSR:

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

b. Obligation Report:

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

c. Final FSR:

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

3. Unobligated Funds:

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

4. Program Income:

The US DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

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

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

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

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

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

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

5. **Audits:**

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

a. **Single Audit:**

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

b. **Financial Statement Audit:**

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

c. **Due Date and Submission Information:**

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

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

d. **Penalty:**

i. **Delinquent Single Audit or Financial Statement Audit:**

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management

letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. **Delinquent Audit Status Notification Letter:**

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

e. **Other Audits:**

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

E. **Performance/Progress/PMT Report Requirements:**

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

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

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

F. **Equipment Purchases and Title:**

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

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

G. **Record Maintenance/Retention:**

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

H. **Authorized Access:**

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

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

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

I. Subcontractor/Vendor Monitoring:

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

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

1. Subcontracts:

Assure for any subcontracted service, activity or product:

- a. That the Contractor will submit copies of all executed subcontracts in MAGIC+ within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.
- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement;
 - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
 - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper month's FSR. **Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.**

J. Notification of Modifications:

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

K. Software Compliance:

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

L. Human Subjects:

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

M. Notification of Criminal or Administrative Investigations/Charges:

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

N. Byrne JAG Local Funding:

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

IX. Department Responsibilities:

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

X. Department Contract Manager/Administrator of the Agreement:

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

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

Telephone: 517-284-3208
Fax: 517-284-3216
Email: becker@nichigan.gov

XI. Agreement Suspension/Termination:

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

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.

- D. Filing false certification in this Agreement or other report or document .
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date .
- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section VIII, M, of this Agreement during the term of this Agreement or any extension thereof.

XII. Final Reporting Upon Termination:

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

XIII. Severability:

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

XIV. Liability:

- A. To the extent permitted by applicable law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

XV. Special Conditions:

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

XVI. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor . It is the

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

A. Certifications:

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

B. Lobbying:

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency , a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency , a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

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

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at oipcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - e. Have not within a three-year period preceding this application had one or more public transaction

(federal, state, or local) terminated for cause or default.

D. Federal Taxes:

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

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
- d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

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

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

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

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

F. Standard Assurances:

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

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.
6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Law Enforcement Act, 34 U.S.C § 10228. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 41455-01 (June 18, 2002).

It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Law Enforcement Act, 34 U.S.C §

10228; the Victims of Crime Act of 1984, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 38 U.S.C. § 1118(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. **Notification:**

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

b. **Training:**

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

c. **Monitoring:**

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

7. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required, pursuant to 28 C.F.R. 42.301 *et seq.* If the Contractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Contractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEOP is on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at <https://www.ojp.gov/about/ocr/eeop.htm>.
8. If the Contractor is a governmental entity:

- a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
- b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

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

This means that if your agency plans to:

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

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

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

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996:

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

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.

2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XVII. Unallowable Expenses and Activities:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- One-time events, prizes, or entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the Department is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training or conferences, unless prior approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- Expert witness fees.
- Canines and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers.
- Food, refreshments, and snacks.

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

XVIII. Conditions on Expenses:

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

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

XIX. Conflict of Interest:

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

XX. State of Michigan Agreement:

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

XXI. Compliance with Applicable Laws:

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

XXII. Special Certification:

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

XXIII. Contractor Signature:

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

Name of Authorized Official	Title of Authorized Official
Christopher Swanson	

GRANT SUMMARY

Attachment 1

RSAT-90009-Genesee County Sheriff's Department-2025

Opioid Use Disorder (OUD) is a public health crisis affecting our community and is highly prevalent among justice-involved individuals. Incarceration poses challenges to providing the proper care to individuals experiencing OUD. This program will support a medication-assisted treatment (MAT) program. This program will work hand in hand with our current partners to ensure the best possible outcome.

STATEMENT OF WORK

Attachment 2

RSAT-90009-Genesee County Sheriff's Department-2025

Maintaining a census of approximately 600 individuals, the Genesee County Jail holds a large number of individuals with complex needs. Historically, people have been lodged with very little support, but a program called I.G.N.I.T.E. (Inmate Growth Naturally and Intentionally Through Education) was established in 2020 providing education opportunities such as high school diploma, financial empowerment, nutrition, electrical, carpentry, and CDL training. Offering education opportunities to justice-involved individuals has proven to create a tremendous amount of positive momentum, but there is still a major need to provide additional supports as they return home.

The R.I.S.E. Team was formed in 2023 and has begun providing mental health support, peer recovery coaching, and case management for social determinants of health in the Genesee County Jail and as people return home. While this has been helpful in building capacity to address the behavioral health needs of justice-involved individuals in Genesee County, there is still a major need to develop programming that increases access to MAT/MOUD for this vulnerable population.

When people enter into the criminal justice system, their access to treatment changes. Many will lose insurance benefits and services. For those who begin receiving services while incarcerated, many lose access, sometimes immediately, when they return to the community. This can be particularly dangerous for people who suddenly lose access to prescribed medications. To ensure the best possible outcomes for individuals, which includes keeping them out of jails and prisons; it is essential that we create systems that support people as they transition both in and out of incarceration. People should receive appropriate support services while incarcerated and have a plan that connects them to community-based services and adequate insurance coverage prior to returning to the community, which is the mission of the R.I.S.E. Team.

<https://www.mhanational.org/issues/access-mental-health-care-and-incarceration>

Currently, the contracted medical provider in the Genesee County Jail, Advanced Correctional Healthcare (ACH) provides Naltrexone (Vivitrol) on a limited basis. While this benefits a limited number of people, the GCSO desires to increase access to Naltrexone and Buprenorphine products (Suboxone, Sublocade, and/or Brixadi) in the Genesee County Jail. In partnership with the Greater Flint Health Coalition (GFHC), New Paths, Inc., and Region 10 Pre-Paid Inpatient Health Plan (PIHP), the GCSO has developed a robust vision to continue offering these medications for individuals entering the Genesee County Jail that were receiving MAT/MOUD prior to incarceration.

These plans include the integration of assessment tools upon admission to identify individuals in need of continuing MAT/MOUD, processes for prescribing the necessary medications, ensuring each client is enrolled in jail-based outpatient treatment and receiving Peer Recovery Coaching throughout the service delivery period, and developing individualized aftercare plans with each participant prior to reentry.

Project Timeline

Attachment 2-A

RSAT-90009-Genesee County Sheriff's Department-2025

First Quarter:

Quarter 1 continued strategic planning to support further integration of an effective MAT/MOUD program in the Genesee County Jail will take place with GCSO, GFHC, ACH, New Paths, Inc., and Region 10 PIHP.

10/1/24-12/31/24: \$62,500+\$15,625 (match) =\$78,125

Second Quarter:

Quarter 2 strategic planning to support successful integration of an effective MAT/MOUD program in the Genesee County Jail will take place with GCSO, GFHC, ACH, New Paths, Inc., and Region 10 PIHP. A partnership with Health Management Associates was established to support planning, technical assistance, and training needs to ensure Genesee County Jail MAT/MOUD protocols meet standards of care and are in compliance with ADA regulations.

1/1/25-3/30/25: \$62,500+\$15,625 (match) =\$78,125

Third Quarter:

Agreements will be finalized and protocols will be refined to ensure effective implementation among all partners. The GCJ R.I.S.E. Deputy will serve as the key point of contact for the MAT/MOUD jail implementation team. New Paths, Inc. have an Intake Coordinator and Reentry Coordinator to ensure people are engaged as they enter the jail and as they return home. Full service delivery will continue with the goal of serving approximately 80 individuals during the pilot phase. RSAT funds will support implementation costs of MAT/MOUD for incarcerated individuals who exceed the 2-dose limit provided by Region 10 PIHP and require additional doses to avoid withdrawal and other negative health outcomes associated with a lapse in MAT/MOUD care. GFHC will support data collection, reporting, referral management, and communication between all partners throughout the duration of the project.

Fourth Quarter:

Continue full service delivery with the goal of serving approximately 80 individuals during the pilot phase. The GCJ R.I.S.E. Deputy will continue serving as the key point of contact for the MAT/MOUD jail implementation team. The New Paths, Inc. Intake Coordinator and Reentry Coordinator will continue to ensure people are engaged as they enter the jail and as they return home. New Paths, Inc. will build upon their existing contract with Region 10 PIHP to support costs for jail-based MAT/MOUD services. RSAT funds will support the costs of MAT/MOUD for incarcerated individuals who exceed the 2 dose limit provided by Region 10 PIHP and require additional doses to avoid withdrawal and other negative health outcomes associated with a lapse in MAT/MOUD care. GFHC will support data collection, reporting, referral management, and communication between all partners throughout the duration of the project.

PROGRAM BUDGET

Genesee County Sheriff's Office (Contractor)
Michigan State Police (Department)
Residential Substance Abuse Treatment (RSAT)
10/1/24-9/30/25

Total Budget \$333,808 for twelve (12) months with match

a) Personnel – \$60,424

Salaries for the project are based on a 12-month project with a October 1, 2024, start date. The Contractor budget (**Table 1**) will support 1 FTE R.I.S.E. Deputy Program Coordinator who will serve as the liaison between inmates, community partners, returning citizens, and GCSO to ensure coordination of care at every point.

POSITION DESCRIPTION	COMMENTS	YEAR 1
R.I.S.E. Deputy Program Coordinator	1 FTE/12 months@ \$29.05 per hour	\$60,424
TOTAL:		\$60,424

b) Fringe Benefits – \$23,384 for twelve (12) months.

Fringe benefits for each position are calculated below (**Table 2**). Fringe includes medical, dental, optical, life, workers compensation and unemployment insurance, FICA, and retirements benefits calculated at a composite rate of 38.7%.

POSITION DESCRIPTION	COMMENTS	YEAR 1
R.I.S.E. Deputy Program Coordinator	1 FTE @ \$29.05 per hour	\$23,384
TOTAL:		\$23,384

Total Fringe Benefits: \$23,384

Total Salary and Fringe Benefits for 1 FTE R.I.S.E. Deputy Program Coordinator – \$83,808

The R.I.S.E. Deputy position will be covered in full and will serve as the 25% match via in-kind through the Genesee County Opioid Settlement Funds as a newly established position.

c) Travel –

This project does not require travel for this position.

d) Equipment

This project does not require equipment.

e) Supplies –

This project does not require supplies

f) Construction

The project does not require construction costs.

g) Subawards – \$250,000 for twelve (12) months

The Contractor will partner with one (1) community-based organizations in Genesee County with expertise to provide (i) jail-based MOUD substance use disorder (SUD) treatment coordination and (ii) (Table 6).

SUBAWARDEE	COMMENTS	YEAR 1
New Paths, Inc.	Jail-based MOUD treatment coordination	\$250,000
TOTAL:		\$250,000

(1) New Paths, Inc., Genesee County's largest substance use disorder (SUD) treatment provider and longstanding contracted SUD treatment provider for the GCJ, will implement all aspects of jail-based MOUD treatment care coordination, building upon their existing contract with Region 10 PIHP to support costs for jail-based MAT/MOUD services. Region 10 PIHP will cover billable services for New Paths, Inc. Medical Director and associated support staff time as well as up to 2 doses of Buprenorphine or Naltrexone medications. Given this unique challenge, RSAT funds will be leveraged to support the costs of MAT/MOUD for incarcerated individuals who exceed the 2-dose limit and require additional doses to avoid withdrawal and other negative health outcomes associated with a lapse in MAT/MOUD care (Table 6).

a. Personnel – \$53,560 for twelve (12) months

Salaries for the project are based on a 12-month project with a October 1, 2024, start date. The subaward budget (Table 3) will support 1 FTE Intake/Re-Entry Coordinator who will coordinate outreach and treatment for individuals with a history of SUD who are entering jail, incarcerated, and/or re-entering communities. The Intake/Reentry Coordinator will also work in collaboration with R.I.S.E. Deputy Program Coordinator to ensure communication to ensure coordination of care at every point.

POSITION DESCRIPTION	COMMENTS	YEAR 1
Intake/Re-Entry Coordinator	1.0 FTE/12 months@ \$25.75 per hour	\$53,560
TOTAL:		\$53,560

b. Fringe Benefits – \$8,034 for twelve (12) months.

Fringe benefits for each position are calculated below (Table 4). Fringe includes health insurance premiums, FICA, and retirements benefits calculated at a composite rate of 15%.

POSITION DESCRIPTION	COMMENTS	YEAR 1
Intake/Re-Entry Coordinator	1.0 FTE @ \$25.75 per hour (15% Fringe)	\$8,034
TOTAL:		\$8,034

c. Supplies and Materials - \$165,677

In sum, the Contractor subaward to New Paths, Inc, will support MOUD drug screening and medication costs and personnel who will coordinate outreach and treatment for individuals with a history of SUD who are entering jail, incarcerated, and/or re-entering communities.

MEDICATION & SUPPLIES DESCRIPTION	COST	COUNT	YEAR 1
General supplies (paper, ink, etc.)	\$78.12	12	\$937
10 Panel Drug Cad	\$37	40	\$1,493
Urine Ethylglucuronide (EtG) Tests	\$24	40	\$942
Gabopentin Testing	\$58	40	\$2,318
Medication- Sublocade (Injectable Buprenorphine extended release)	\$2,321	40	\$92,824
Medication- Brixadi (Buprenorphine extended release)	\$1,054	40	\$42,140
Medication- Suboxone (Sublingual Buprenorphine)	\$293	40	\$11,712
Medication – Vivitrol (Injectable Naltrexone extended release)	1,923	6	\$11,556
Medication – Oral Naltrexone	81	14	\$1,134
Lab Cups	\$1	100	\$621
TOTAL:			\$165,677

d. Indirect rate 10% - \$22,729

Total RSAT funds allocated for the Contract subaward to New Paths, Inc., is \$250,000

h) Total Costs – \$333,808 for 12 months.

The RSAT funds request for the project without the 25% match is \$250,000.

25% Match includes Genesee County Opioid Settlement Funds at \$83,808

The total project cost including 25% Genesee County Opioid Settlement Funds match is the sum of \$250,000 and \$83,808= \$333,808

Total Year 2 Budget: \$333,808.00

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

Attachment 3-A

MSP PROJECT # RSAT-90009-Genesee County Sheriff's Department-2025

View at 100% or Larger

Use **WHOLE DOLLARS** Only

PROGRAM Residential Substance Abuse Treatment			DATE PREPARED 9/19/2024		Page 1	Of 1
CONTRACTOR NAME County of Genesee			BUDGET PERIOD From: 10/01/2024 To: 09/30/2025			
MAILING ADDRESS (Number and Street) 1101 Beach St.			BUDGET AGREEMENT AMENDMENT # [] ORIGINAL [] AMENDMENT			
CITY Flint	STATE Michigan	ZIP CODE 48502	FEDERAL ID NUMBER 38-6004874			

EXPENDITURE CATEGORY				TOTAL BUDGET
1. SALARIES & WAGES	\$52,946.00	\$0.00		\$52,946.00
2. FRINGE BENEFITS	\$30,709.00	\$0.00		\$30,709.00
3. TRAVEL	\$0.00	\$0.00		\$0.00
4. SUPPLIES & MATERIALS	\$0.00	\$0.00		\$0.00
5. CONTRACTUAL (Subcontracts/Subrecipients)	\$155,479.00	\$62,500.00		\$217,979.00
6. EQUIPMENT	\$0.00	\$0.00		\$0.00
7. OTHER EXPENSES	\$10,866.00	\$0.00		\$10,866.00
8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)	\$250,000.00	\$62,500.00		\$312,500.00
9. TOTAL EXPENDITURES	\$250,000.00	\$62,500.00		\$312,500.00

SOURCE OF FUNDS				
10. STATE AGREEMENT	\$250,000.00			\$250,000.00
11. LOCAL		\$62,500.00		\$62,500.00
14. TOTAL FUNDING	\$250,000.00	\$62,500.00		\$312,500.00

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
PROGRAM BUDGET - COST DETAIL SCHEDULE
MSP PROJECT # RSAT-90009-Genesee County Sheriff's Departmen-2025**

PROGRAM Residential Substance Abuse Treatment		BUDGET PERIOD		DATE PREPARED
		From: 10/01/2024	To: 09/30/2025	9/19/2024
CONTRACTOR NAME County of Genesee		BUDGET AGREEMENT		AMENDMENT #
		ORIGINAL	AMENDMENT	N/A

1. SALARY & WAGES POSITION DESCRIPTION	COMMENTS	POSITIONS REQUIRED	TOTAL SALARY
R.I.S.E Deputy Program Coordinator	Salaries for the project are based on a 12-month project with a October 1, 2024, start date. The Contractor budget will support 1 FTE R.I.S.E. Deputy Program Coordinator who will serve as the liaison between inmates, community partners, returning citizens, and GCSO to ensure coordination of care at every point. \$51 per hour.	0.5	52946.0000
1. TOTAL SALARY & WAGES:			52946.0000

2. FRINGE BENEFITS (Specify)							
X	FICA	X	LIFE INS.	X	DENTAL INS.	COMPOSITE RATE	N/A
X	UNEMPLOY INS.	X	VISION INS.	X	WORK COMP.	AMOUNT	%
X	RETIREMENT	X	HEARING INS.				
X	HOSPITAL INS.		OTHER (specify)				
2. TOTAL FRINGE BENEFITS:							30709.0000

3. TRAVEL		
		\$0.00
3. TOTAL TRAVEL:		0.0000

4. SUPPLIES & MATERIALS		
4. TOTAL SUPPLIES & MATERIALS:		

5. CONTRACTUAL (Specify Subcontracts/Subrecipients)				
Name	Address	Amount		
New Paths, Inc.	765 E Hamilton Ave Flint Michigan 48505	143291.000 0	62500.0000	
Greater Flint Health Coalition, Inc.	120 W.1st Street Flint Michigan 48502	12188.0000	0.0000	
5. TOTAL CONTRACTUAL:				155479.0000
6. EQUIPMENT (Specify items)				
6. TOTAL EQUIPMENT:				
7. OTHER EXPENSES				
Indirect Rate 10%				\$10,866.00
7. TOTAL OTHER:				10866.0000
8. TOTAL DIRECT EXPENDITURES (Sum of Totals 1-7)		8. TOTAL DIRECT EXPENDITURES:		250000.0000
9. TOTAL EXPENDITURES (Sum of lines 8-9)				250000.0000
Use Additional Sheets as Needed				

PERFORMANCE/PROGRESS/PMT REPORT REQUIREMENTS

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

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

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

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

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

Attachment 5

MSP PROJECT # RSAT-90009-Genesee County Sheriff's Department-2025

Mail Code	Contract Number	Program Code
Contractor Name	Project - Title	
Street Address	Report Period <div style="text-align: right;">Thru</div>	Date Prepared
City, State, ZIP Code	Agreement Period <div style="text-align: right;">Thru</div>	FE ID Number

Reasons for Corrections:

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

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

Project Director	Financial Director
Telephone Number	Telephone Number

FOR STATE USE ONLY

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

**STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE**

DATE: August 13, 2013

TO: Department Members

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

SUBJECT: Discrimination Complaint Procedures for Federal Grant-Funded Projects

I. Purpose

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

II. Policy

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

- The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-07), Ex. Order 13279 (equal organizations); and 28 C.F.R. Part 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
- 28 CFR 42.301 et seq, which requires recipients determine if it is required to formulate an Equal Employment Opportunity Plan (EEOP). If the recipient is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Office of Personnel Management (OPM) indicating that it is not required to develop an EEOP. If the recipient is required to develop an EEOP, but is not required to submit the EEOP to the OCR, it will submit a

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

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

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

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

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

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

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

III. Definitions

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

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

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

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

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

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

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

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

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

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

IV. Complaint Procedures

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

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

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

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

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

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

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

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

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

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

V. Training

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

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

VI. Monitoring

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

VII. Policy Dissemination

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

Federal Civil Rights Compliance Checklist

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

☐ Yes ☐ No

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

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

☐ Yes- submitted an EEOP Short Form

☐ Yes- submitted a certification

☐ No

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

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

Comments:

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

Comments:

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

☐ Yes ☐ No

If yes, an explanation of these policies and procedures:

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

Comments:

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

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

Comments:

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

☐ Yes ☐ No

Comments:

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

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

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

☐ Yes ☐ No

Comments:

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No