



**OFFICE OF THE
CHIEF FINANCIAL OFFICER**
Office of Development and Grants

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
Fax 313•224•0542
www.detroitmi.gov

September 18, 2024

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2025 Crime Victim Sustainability Fund Grant

The Michigan Department of Health and Human Services has awarded the City of Detroit Police Department with the FY 2025 Crime Victim Sustainability Fund Grant for a total of \$180,812.00. There is no match requirement. The total project cost is \$180,812.00.

The objective of the grant is to undertake, perform and provide support for crime victim services. The funding allotted to the department will be utilized to pay officer salary and wages. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21435.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

Signed by:
Matt Spayth
17E14C346551467...
Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487...

Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Police Department is requesting authorization to accept a grant of reimbursement from the Michigan Department of Health and Human Services, in the amount of \$180,812.00, to provide crime victim support services; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21435, in the amount of \$180,812.00, for the FY 2025 Crime Victim Sustainability Fund Grant.

Agreement #: 20250599-00

**Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"**

and

**City of Detroit
1301 Third Street 6th Floor
Detroit MI 48226 2503**

**Federal I.D.#: 38-6004606, Unique Entity Identifier: GS94M2VMNMJ3
hereinafter referred to as the "Grantee"**

for

Crime Victim Sustainability Fund - 2025

Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2024, whichever is later, and continue through September 30, 2025. No activity will be performed and no costs to the state will be incurred prior to October 1, 2024 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2024, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$180,812.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$180,812.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egrams-mi.com/mdhhs>).

B. Equipment Purchases and Title

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

C. Deviation Allowance

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

3. Purpose:

The purpose of this Agreement is to provide support for crime victim services across Michigan.

4. Work Plan:

The Grantee agrees to undertake, perform and provide support for crime victim services, as detailed in the project purpose statements in the Attachments, which are part of this Agreement.

5. Financial Requirements:

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

6. Performance/Progress Report Requirements:

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

7. General Provisions:

The Grantee agrees to comply with the General Provisions outlined in Part 2 and Attachments as applicable, which are part of this Agreement.

8. Administration of the Agreement:

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

MDHHS Grants Division

Email: MDHHS-EGrAMS-HELP@michigan.gov

9. Grantee's Financial Contact for the Agreement:

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

Colleen Doctor

Accountant

Name

Title

doctorc@detroitmi.gov

(313) 628-0272

E-Mail Address

Telephone No.

10. Special Conditions:

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

11. Special Certification:

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

12. Signature Section:

**FOR the GRANTEE
City of Detroit**

Terri Daniels

Director

Name

Title

For the Michigan Department of Health and Human Services

Christine H. Sanches

09/17/2024

Christine H. Sanches, Director
Bureau of Grants and Purchasing

Date

Part 2
General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

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

B. Fees

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

C. Grant Program Operation

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

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

D. Reporting

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

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than seven (7) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

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

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

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

G. Audits

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

1. Required Audit or Audit Exemption Notice

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

a. Single Audit

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

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$100,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

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

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

2. Financial Statement Audit

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

3. Due Date and Where to Send

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

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

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

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

H. Subrecipient/Contractor Monitoring

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

1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
2. Ensure the subrecipient complies with all the requirements of this Agreement.
3. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
4. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
5. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

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

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

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

I. Notification of Modifications

Provide notification to the Department within 14 days, or sooner if circumstances warrant, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures

J. Software Compliance

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

K. Human Subjects

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

L. Mandatory Disclosures

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

- e. A civil Proceeding involving:
 - 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - 2. A governmental or public entity's claim or written allegation of fraud; or
 - 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
 - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
 - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

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

N. Conflict of Interest and Code of Conduct Standards

- 1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
- 3. Immediately notify the Department of any violation or potential violation of these standards. This section applies to Grantee, any parent, affiliate or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

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

P. Federal Funding Accountability and Transparency Act (FFATA)

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

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee’s or a subcontractor’s performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of “A-” or better and a financial size of VII or better.

2. Insurance Types

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

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

- b. Workers’ Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
- c. Employers Liability Insurance or Governmental Self-Insurance.
- d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

- 3. Require that subcontractors maintain the required insurances contained in this Section.
- 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
- 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

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

S. Criminal Background Check

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

information.

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

II. Responsibilities - Department

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

A. Reimbursement

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

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report

forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

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

B. Anti-Lobbying Act

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

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and

the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.

3. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
4. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Pro-Children Act

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

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

F. Hatch Act and Intergovernmental Personnel Act

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

G. Employee Whistleblower Protections

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

H. Clean Air Act and Federal Water Pollution Control Act

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

I. Victims of Trafficking and Violence Protection Act

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

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

J. Procurement of Recovered Materials

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

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

K. Subcontracts

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

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the

Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.

2. That any executed subcontract to this Agreement must require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement will prevail.

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

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

L. Procurement

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

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act

(HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

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

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any

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

O. Survival

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

Q. Non-Disclosure of Confidential Information

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

2. Meaning of Confidential Information

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

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

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

- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- b. Already in the possession of the receiving party without an obligation of confidentiality;
- c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the

- disclosing party's proprietary rights;
- d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of Confidential Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

S. Cap on Salaries

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

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section 8. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30

days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

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

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

B. Reimbursement Method

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

C. Financial Status Report Submission

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

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual

program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

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

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

D. Reimbursement Mechanism

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

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

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

2. Department-wide Payment Suspension

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

3. Final FSRs

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

F. Unobligated Funds

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

G. Indirect Costs

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

V. Agreement Termination

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

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.
- D. Immediately if the Department determines that Grantee fails or has failed to meet its obligations under Part 2 Section III. R.
- E. Immediately if the Grantee, as determined by the State, (i) endangers the value, integrity, or security of any facility, data, or personnel; or (ii) engages in any conduct that may expose the State to liability.
- F. Immediately by mutual agreement of both parties.

VI. Stop Work Order

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

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by

previous payments or other state or federal programs. The Grantee must immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

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

IX. Waiver

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

X. Amendments

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

XI. Liability

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

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

B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

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

C. In the event of an incident the Grantee must:

1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;

2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with

comprised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;

3. Perform or take any other actions required to comply with applicable law as a result of the occurrence including pay for: any costs associated with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, reasonable attorney's fees associated with such investigation and resolution.

XII. State of Michigan Agreement

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

Project Contracts
[- UV - Underserved](#)

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
 PROJECT LISTING - Crime Victim Sustainability Fund - 2025
 CONTRACT MANAGEMENT SECTION
 City of Detroit

Attach No	Institution No	Contract No	State Amount	Local Amount	Total Project Amount	Project Title	Start Date	End Date	Project Manager	Phone#	Email Address	Principle Investigator
		E20251611-00	180,812.00	0.00	180,812.00	Underserved	10/01/2024	09/30/2025	Patrice Baker	(517) 896-2117	DHHS-DVS@michigan.gov	

Total: 180,812 0 180,812

Institution Number:
Contract Number: E20251611-00
Amendment #: 0
Attachment Number:
To the Agreement for the Period of
October 1, 2024 to September 30, 2025
Between the Michigan Department of Health and Human Services
and
City of Detroit
for
Underserved

1. Reimbursement Method: Actual Cost Reimbursement	2. Type of Award: Recipient
3. Project Manager: Patrice Baker	4. Type of Project: Not Research & Development
5. Purpose/Justification: The purpose of this project is to provide support for services to underserved victims of crime across Michigan.	
6. Contractor Requirements: See attached special provisions for additional agency requirements and performance/progress reporting requirements.	
7. Department Requirements: There are no additional Department requirements.	
8. Budget and Agreement Amount: See attached program summary and cost detail budgets.	
9. Total Agreement Amount: \$180,812.00	

1 Program Budget Summary

PROGRAM / PROJECT Crime Victim Sustainability Fund - 2025 / Underserved			DATE PREPARED 9/13/2024	
CONTRACTOR NAME City of Detroit			BUDGET PERIOD From : 10/1/2024 To : 9/30/2025	
MAILING ADDRESS (Number and Street) 1301 Third Street 6th Floor			BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
			AMENDMENT # 0	
CITY Detroit	STATE MI	ZIP CODE 48226-2503	FEDERAL ID NUMBER 38-6004606	

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	98,000.00	98,000.00
2	Fringe Benefits	0.00	0.00
3	Employee Travel and Training	0.00	0.00
4	Supplies & Materials	37,000.00	37,000.00
5	Subawards – Subrecipient Services	0.00	0.00
6	Contractual - Professional Services	0.00	0.00
7	Communications	812.00	812.00
8	Grantee Rent Costs	0.00	0.00
9	Space Costs	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00
11	Client Assistance - Rent	0.00	0.00
12	Client Assistance - All Other	0.00	0.00
13	Other Expense	45,000.00	45,000.00
Total Program Expenses		180,812.00	180,812.00
TOTAL DIRECT EXPENSES		180,812.00	180,812.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		180,812.00	180,812.00

SOURCE OF FUNDS

	Category	Total	Amount
1	Source of Funds		
	MDHHS State Agreement	180,812.00	180,812.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00
	Local	0.00	0.00
	Non-MDHHS State Agreements	0.00	0.00
	Federal	0.00	0.00
	Other	0.00	0.00
	In-Kind	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00
	Total Source of Funds	180,812.00	180,812.00
	Totals	180,812.00	180,812.00

3 Program Budget - Cost Detail

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages					
	Clerk-Admin.	1.0000	50000.000	0.000	FTE	50,000.00
	Counselor-Art Therapy	1.0000	48000.000	0.000	FTE	48,000.00
Total for Salary & Wages						98,000.00
2	Fringe Benefits					
3	Employee Travel and Training					
4	Supplies & Materials					
	Office Supplies Notes : We will purchase, pens, pencils, folder pads paper and other items we need in our office for all employees.	0.0000	0.000	0.000		5,000.00
	Victim Assistance Satisfaction survey Notes : We will have victim satisfaction survey printed for our clients to fill out.	0.0000	0.000	0.000		2,000.00
	Educational Supplies Notes : We will have educational pamphlets related to different victimizations printed so that we can give them to our clients.	0.0000	0.000	0.000		5,000.00
	Printing Notes : We will purchase ink for all printers in our office.	0.0000	0.000	0.000		5,000.00
	Design and maintenance of website Notes : We will find a website designer to design our website. We are currently looking for candidates and will select a vendor once our budget is approved.	0.0000	0.000	0.000		5,000.00
	Office Furniture	0.0000	0.000	0.000		15,000.00

	Line Item	Qty	Rate	Units	UOM	Total
	Notes : We will purchase new tables, chairs and desks for our office to replace the old tables that are no longer functional.					
Total for Supplies & Materials						37,000.00
5	Subawards – Subrecipient Services					
6	Contractual - Professional Services					
7	Communications					
	Cellular Telephone Service	0.0000	0.000	0.000		812.00
8	Grantee Rent Costs					
9	Space Costs					
10	Capital Expenditures - Equipment & Other					
11	Client Assistance - Rent					
12	Client Assistance - All Other					
13	Other Expense					
	vehicle to transport victims Notes : We will purchase a Ford Explorer to transport our victims from all of our sites to appointments and interviews. We will submit the procurement certification form to you for review.	0.0000	0.000	0.000		45,000.00
Total Program Expenses						180,812.00
TOTAL DIRECT EXPENSES						180,812.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					
2	Cost Allocation Plan					
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						180,812.00

4 **Agreement Special Provisions**
[Master Agreement Special Provisions](#)

GF-GP Crime Victim Sustainability Fund Grant

Attachment E

**Division of Victim Services Grant Programs
GF-GP Crime Victim Sustainability Fund Grant
PROGRAM SPECIFIC REQUIREMENTS
FY 2025**

A. Expectation of Inclusion

The Grantee understands, acknowledges, and respects the uniqueness of individuals and families served. Services and supports offered shall respect the differing realities, values, and beliefs of victims/survivors with a consistent promotion of non-violent inclusionary practices. The Grantee shall utilize intervention strategies and supports that will honor and respect the individual cultures, needs, and identities of victims/survivors and their loved ones (including linguistic, geographic, religious, economic, ethnic, racial, developmental, disability, sexual orientation, and gender identity) in a safe, inclusive, and welcoming environment.

B. Client Records – (STOPL and STOPC grantees exempt)

For each eligible client served under this Agreement, the Grantee shall maintain client records including significant contacts with the victim/survivor and significant events including at a minimum:

1. Documentation of services eligibility.
2. Reason victim/survivor is seeking assistance.
3. Demographic information when available (e.g., age, gender, etc.)
4. Date/times of contacts and services provided.
5. Units/length of service provided.
6. Options presented/services explained, type of assistance/services requested and/or provided, information/referrals provided, and safety planning.
7. Documents signed by the survivor in connection with services (e.g., Releases of Information, consent forms, etc.)
8. Method of service delivery (e.g., in person, phone, videoconference).
9. Other material related to this Agreement as may be specified by Michigan Department of Health and Human Services (MDHHS)-DVS.

C. Credentials

The Grantee shall assure that appropriately credentialed or trained employees, volunteers and/or contractors under its control shall perform functions under this Agreement.

The Grantee shall assure that employees, volunteers, and contractors, including those who are credentialed and/or licensed, performing functions under this Agreement be specifically trained to provide services to the target population. Training should be documented and include at a minimum:

GF-GP Crime Victim Sustainability Fund Grant

Attachment E

1. The Grantee shall follow acceptable practices for, and document, the orientation, development and basic introductory training of direct service employees, contractors, and volunteers. Training content must be compatible with the Division of Victim Services (DVS) philosophy and be provided to those individuals providing services under this Agreement. The DVS philosophy can be found in the DVS Grantee Guidelines.
2. New employees, contractors, and volunteers must be fully trained before providing direct client services.
3. All DVS-funded grant administrators and/or identified Civil Rights Officer must complete the required training on federal civil rights laws and non-discrimination provisions of DOJ implementing regulations annually.
4. Grantee shall provide and document in-service training opportunities for staff on an on-going basis (including clinical supervision and peer review, if appropriate).
5. The Grantee shall ensure that all employees, contractors, and volunteers providing direct services under this Agreement be specifically trained in the crime victim area to be served under this Agreement as defined in Attachment E.
6. See DVS Grantee Guidelines for additional training requirements.

D. Program Administration and Service Delivery

The Grantee shall provide programming designed to comply with the following expectations:

1. All services provided in this Agreement shall be:
 - a. Provided free of charge.
 - b. Voluntary.
Participation in services and/or the completion of tasks or activities (e.g., mandatory shelter chores, attendance at religious services, mandatory meetings with advocate or therapist, mandatory parenting classes) cannot be required or conditional for future/other services.
 - c. Client-centered, non-judgmental, culturally responsive, inclusive.
 - d. Empowering to individuals served.
 - e. Compatible with the DVS Guiding Statement. See DVS Grantee Guidelines for Guiding Statement.
2. The Grantee must adhere to the DVS Grantee Guidelines.
3. The Grantee shall notify the MDHHS-DVS, in writing, of organizational changes. See DVS Required Notifications in DVS Grantee Guidelines.

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Attachment E

4. DVS-funded organizations must have a conflict of interest policy. Grantees, with the exception of Federally recognized Tribes, must report any conflicts or potential conflicts of interest to DVS. *See Conflict-of-Interest Policies in DVS Grantee Guidelines.
5. The Grantee shall provide administrative oversight according to the following guidelines:
 - a. Assume full responsibility for the day-to-day management of the organization.
 - b. Conduct the administration of staff and volunteers in accordance with applicable professional, ethical, and legal principles.
 - c. Account for and track funding expended as a part of this grant separately from other funding used to support the Grantee and Grantee activities.
 - d. Recruit a diverse staff that is reflective of the community, clients served, and geographic in which the organization is located.
6. Annual health and safety inspections are required at every location in which DVS-funded client services are physically being provided. Public/Governmental buildings where shelter/residential services are not provided do not need a separate inspection. Grantees must maintain a record of inspections for locations where an inspection is required. See Inspection Requirements in DVS Grantee Guidelines.
7. Service(s) may be subcontracted, with DVS approval, if the Grantee can demonstrate that this would lead to a more effective method of service delivery for clients.
8. The Grantee shall ensure that policies/procedures are in place as outlined in the DVS Grantee Guidelines. Annual certification is required. See Grant Policy Requirements in DVS Grantee Guidelines.
9. The Grantee shall comply with the following fiscal accountability measures:
 - a. Grantee shall ensure that all income generated as a direct result of service provided in this Agreement shall be accounted for and must be used for the purposes and under the conditions of this Agreement.
 - b. Grantee may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
 - c. It is the Grantee's responsibility to ensure budgeted expenses comply with Federal regulations, the terms of the agreement, and other policy impacting the allowability of expenses, and have documented prior approval, as needed, when the budget is submitted for review.
 - d. Grant funds may be used only for the purpose in the Grantee's approved application. The Grantee shall not undertake any work or activities that are not described in the grant application. The Grantee may not use staff, equipment, or other goods or

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services paid for with grant funds for other purposes without prior written approval from MDHHS.

- e. Grantee's accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:
- 1) Separate accountability of receipts, expenditures, disbursements, and balances. MDHHS recommends creating an account in the accounting system for each grant using the grant number provided by MDHHS.
 - 2) Itemized records supporting all grant receipts, expenditures, and match contributions in sufficient detail to show exact nature of activity.
 - 3) Data and information for each expenditure and match contribution with proper reference to a supporting voucher or bill properly approved.
 - 4) After the fact timesheets describing work activity, signed, and dated by the employee and supervisor, to document time personnel worked on grant-related activities. Match hours must be documented in the same manner. Examples of items that may support salaries and wages can include timesheets, time and effort reports, or activity reports that have been certified by the employee and approved by a supervisor with firsthand knowledge of the work performed. Payroll records should also reflect either after the fact distribution of actual activities or certifications of employee's actual work performed. See Time and Effort Reporting in DVS Grantee Guidelines.
 - 5) Maintenance of payroll authorizations and vouchers.
 - 6) Maintenance of records supporting charges for fringe benefits.
 - 7) Maintenance of inventory records for equipment purchased, rented, and donated.
 - 8) A single piece of equipment (i.e., an item with one item/part number) may not be split amongst multiple invoices, although it may be prorated across multiple grants. Equipment may not be purchased for use by an entity or agency other than the Grantee. *See Procurement Standards in DVS Grantee Guidelines
 - 9) Maintenance of billing records for consumable supplies (i.e., paper, printing, etc.) purchased.
 - 10) Provisions for payment by check, electronic funds transfer, credit or debit card.
 - 11) Maintenance of travel records (i.e., mileage logs, gas receipts, etc.).
 - 12) Lease agreements, contracted services, and equipment purchases that adhere to established procurement processes.
 - 13) Cash from grant funds may not be given directly to service participants.
 - 14) The Grantee shall not exceed a consultant/training rate of \$650 per day or \$81.25 per hour.
 - 15) The Grantee must be able to provide supporting documentation for grant expenditures within 3 days of request by MDHHS-DVS.
- f. Misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under this award, and civil and/or criminal penalties. Although a Grantee's budget is approved, reported expenses are subject to audit and must comply with Federal regulations, the terms of the agreement, and other policies

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impacting the allowability of expenses. Certain expenses may require prior approval, which should be in writing from MDHHS.

- g. The Grantee shall not:
 - 1) Purchase promotional items/trinkets for distribution.
 - 2) Use grant funds to support fundraising costs including direct costs for fundraising events, staff time to participate in fundraising events, grant writing, etc. using contract funds.

E. Criminal Background Check Written Policy

The Grantee must have a written policy describing the criteria on which its determinations to hire shall be made in the event of positive background check findings and must document the basis for each determination.

F. Inclusivity of Services

This Agreement is subject to the following terms and conditions:

1. Segregation of Sex Specific Programming: Grantees may not exclude any person from receiving grant funded services on prohibited grounds, including that person's sex. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.
2. The Grantee will take reasonable steps to provide services and information in appropriate languages, other than English, to ensure that persons with limited English proficiency are effectively informed and can effectively participate in, and benefit from, its programs, services, and activities.
3. Program facilities must allow for full participation of clients with a variety of special needs.
4. The organization will recruit a diverse staff, volunteers and Board members that reflects the community, clients served, and geographic area in which the organization is located.

G. Audit Requirements

The following provision is added to Part 2, General Provisions, I. Responsibilities – Grantee, Section G, Audits.

Financial Review

Grantees with annual agency/organization budget of \$300,000 or less in the fiscal year must submit to a Financial Review prepared in accordance with Statement on Standards for

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Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA to the Department of Health and Human Services.

Financial Audit and Agreed Upon Procedures

Grantees with an annual agency/organization budget of more than \$300,000 in the fiscal year, regardless of funding source, but that do not meet the threshold for a single audit, must submit a Financial Audit prepared in accordance with Generally Accepted Auditing Standards to the Department of Health and Human Services.

The auditor will perform agreed upon procedures related to the audit report. The auditor will select a sample of expenditures from the Salary and Wages, Supplies and Materials and Client Assistance-All Other line items, and any other major costs charged to the DVS-funded grant(s).

Auditors shall test the allowability of these selected costs in accordance with the criteria stated in the DVS contract and approved budget to determine if charges were allowable to the DVS-funded program.

The agreed upon procedures report will disclose the total amount of costs tested and itemize all costs by grant type charged to the DVS-funded grants that do not meet the definition of allowable costs. Both the type of cost and the amount of cost must be reported.

The agreed upon procedures will accompany the audit report with the same agreed upon due dates.

Financial Review and/or Financial Audit materials must be submitted annually within 180 days after the end of the Grantees' fiscal year.

Agency responsibility for Review, Audit and Agreed Upon Procedures

When submitting a Financial Review, or Financial Audit and Agreed Upon Procedures, Grantees must also submit a corrective action plan for any review or audit findings that may negatively impact MDHHS-funded programs including, but not limited to, fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions.

H. Client Confidentiality

The Grantee shall maintain client confidentiality consistent with 28 CFR § 95.115 (VOCA); 34 USC § 12291(b)(2) (VAWA); 42 USC § 10401 (FVPSA) at all times by restricting the use or disclosure of information concerning service and/or service participants, informing victims/survivors of any requests for information, and before releasing any information requiring a signed, voluntary, time-limited, written client consent that includes a statement informing individuals that opting not to sign the release does not prohibit or restrict their access to services. Confidentiality Provision refers to 28 CFR § 95.115 (VOCA); 34 USC § 12291(b)(2) (VAWA); 42 USC § 10401 (FVPSA).

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Law enforcement and prosecution grantees must adopt policies and practices that protect victim privacy to the extent allowable. However, the confidentiality provisions found in 28 CFR § 95.115 (VOCA); 34 USC § 12291(b)(2) (VAWA); 42 USC § 10401 (FVPSA) do not apply to grantees engaged in prosecution or investigative activities or traditional victim witness assistance at police departments and prosecutor's offices.

Grantees not subject to 28 CFR § 95.115 (VOCA), 34 USC § 12291(b)(2) (VAWA), or USC § 10401 (FVPSA) must adopt policies and practices that protect victim privacy as required by federal and state law.

I. Assisting victims in applying for compensation benefits

DVS grantees must provide assistance to potentially eligible crime victims in applying for crime victim compensation benefits (including potential recipients who are victims of federal crime. See Crime Victims Compensation Program Requirements in DVS Grantee Guidelines.

J. Reproductive Health Options and Services

Based on rights guaranteed by Article I, Section 28 of the Michigan Constitution, service participants shall have equal access to information about all reproductive health options and services. If the subgrantee organization does not provide participants with information about how to access all reproductive health options and services for any reason, including, but not limited to, moral or religious objections, the subgrantee must have a MOU or linkage agreement with another provider that will ensure participants have access to all reproductive health options and services. "Reproductive health options and services" specifically means medically accurate information about contraception, abortion, STI and HIV testing, HIV counseling, cancer screening, and HPV vaccination.

K. Ineligible costs and Activities

DVS grants may not be used to support any of the following expenses. Additional restrictions and limitations can be found in the Allowable and Unallowable Chart at <https://www.michigan.gov/mdhhs/safety-injury-prev/publicsafety/crimevictims/grants-and-funding/current-grantees/guidelines-forms-and-resources>

- 1) Direct cash assistance to victims.
- 2) Most medical costs (including nursing home care, in-patient treatment, hospital, and non-emergency medical or dental treatment).
- 3) Prevention of crime activities or activities that assist in prosecution of perpetrators.
- 4) Perpetrator rehabilitation (does not apply to STOPC grants)
- 5) Property loss such as replacement of stolen or damaged property.
- 6) Substance abuse counseling for victims when not related to victimization.

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- 7) Alcohol, food (except emergency food for victims) and entertainment costs.
- 8) Bonuses or commissions.
- 9) Construction, capital improvement, or land acquisition (purchase of real property).
- 10) Costs associated with Boards including insurance and fees.
- 11) Costs not associated with direct services to victims.
- 12) Expenses incurred outside of the grant period.
- 13) Fundraising (including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions) and time spent procuring funding including completing federal and state funding applications.
- 14) Inherently (or explicitly) religious activities.
- 15) Legal fees of applicant.
- 16) Lobbying.
- 17) Needs assessments, research projects and studies.
- 18) State and local taxes.
- 19) Services to perpetrators
- 20) Staff, board, volunteer, and training food and beverage costs
- 21) Development of written materials (newsletters, survivor handbooks, etc.)
- 22) Generalized statewide training or training of allied professionals (e.g., law enforcement, social service agencies, or prosecutors) or curriculum development.

L. Special Conditions

Grantees must comply with the applicable federal Special Conditions. The special conditions reference the recipient or any subrecipient. The recipient is the State of Michigan. Subrecipients include grantees and any organization for which the Grantee has subcontracted funding for program implementation.

1. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.
2. Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the withholding of award funds, disallowed costs, or suspension or termination of the award. OVW/OJP also may take other legal action as appropriate.
3. By acceptance of this award, grantees agree to follow the applicable set(s) of terms and conditions that are available at <https://www.michigan.gov/mdhhs/safety-injury-prev/publicsafety/crimevictims/grants-and-funding/current-grantees/terms-and-conditions>

M. Expectation of Inclusion

The Grantee understands, acknowledges, and respects the uniqueness of individuals and families served. Services and supports offered shall respect the differing realities, values, and beliefs of victims/survivors with a consistent promotion of non-violent inclusionary practices.

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The Grantee shall utilize intervention strategies and supports that will honor and respect the individual cultures, needs, and identities of victims/survivors and their loved ones (including linguistic, geographic, religious, economic, ethnic, racial, developmental, disability, sexual orientation, and gender identity) in a safe, inclusive, and welcoming environment.

N. Client Records – (STOPL and STOPC grantees exempt)

For each eligible client served under this Agreement, the Grantee shall maintain client case records including significant contacts with the victim/survivor and significant events including at a minimum: *

10. Documentation of services eligibility.
11. Reason victim/survivor is seeking assistance.
12. Demographic information when available (e.g., age, gender, etc.)
13. Date/times of contacts and services provided.
14. Units/length of service provided.
15. Options presented/services explained, type of assistance/services requested and/or provided, information/referrals provided, and safety planning.
16. Documents signed by the survivor in connection with services (Releases of Information, consent forms etc.)
17. Method of service delivery (e.g., in person, phone, videoconference).
18. Other material related to this Agreement as may be specified by Michigan Department of Health and Human Services (MDHHS)-DVS.

O. Credentials

The Grantee shall assure that appropriately credentialed or trained staff/volunteers under its control, including Grantee employees, volunteers and/or contractors, shall perform functions under this Agreement.

The Grantee shall assure that staff, including those who are credentialed and/or licensed, performing functions under this Agreement be specifically trained to provide services to the target population. Training should be documented and include at a minimum:

1. The Grantee shall follow acceptable practices for, and document, the orientation, development and basic introductory training of staff and volunteers. Training content must be compatible with the Division of Victim Services (DVS) philosophy and be provided to those individuals providing services under this Agreement. The DVS philosophy can be found in the DVS Grantee Guidelines.
2. New staff must be fully trained before providing services.
3. All DVS-funded grant administrators and/or identified Civil Rights Officer must complete the required training on federal civil rights laws and non-discrimination provisions of DOJ implementing regulations once per grant period.

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4. Grantee shall provide, and document, in-service training opportunities for staff on an on-going basis (including clinical supervision and peer review, if appropriate).
5. The Grantee shall ensure that all staff providing services under this Agreement be specifically trained in the crime victim area to be served under this Agreement as defined in Attachment E. See DVS Grantee Guidelines for training requirements.

P. Program Administration and Service Delivery

The Grantee shall provide programming designed to comply with the following expectations:

1. All services provided in this contract shall be:
2. Provided free of charge.
3. Voluntary. Participation in services and/or the completion of tasks or activities (e.g., mandatory shelter chores, mandatory meetings with advocate or therapist, mandatory parenting classes) cannot be required or conditional for future/other services.
4. Client-centered, non-judgmental, culturally responsive, inclusive.
5. Empowering to individuals served.
6. And compatible with the DVS Guiding Statement

7. The Grantee must adhere to the DVS Grantee Guidelines.
8. The Grantee shall notify the MDHHS-DVS, in writing, of organizational changes. *
9. DVS-funded organizations, with the exception of Federally recognized Tribes, must report any conflicts or potential conflicts of interest to DVS. *

10. The Grantee shall provide administrative oversight according to the following guidelines:
 11. Assume full responsibility for the day-to-day management of the organization.
 12. The administration of staff and volunteers is conducted in accordance with applicable professional, ethical, and legal principles.
 13. Funding expended as a part of this grant must be accounted for and tracked separately from other funding used to support the Grantee and Grantee activities.*

14. Annual health and safety inspections are required at every location in which DVS-funded client services are physically being provided. Public/Governmental buildings where shelter/residential services are not provided do not need a separate inspection. Grantees must maintain a record of inspections for locations where an inspection is required. *

15. Service(s) may be subcontracted, with approval, if the Grantee can demonstrate that this would lead to a more effective method of service delivery for clients.

16. The Grantee shall ensure that policies/procedures are in place as outlined in the DVS Grantee Guidelines. Annual certification is required. *

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17. Fiscal Accountability*

- a) Ensure that all income generated as a direct result of service provided in this Agreement shall be accounted for and must be used for the purposes and under the conditions of this Agreement.
- b) Grantee may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict the reporting in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- c) It is the Grantee's responsibility to ensure budgeted expenses comply with Federal regulations, the terms of the agreement, and other policy impacting the allowability of expenses, and have documented prior approval, as needed, when the budget is submitted for review.
- d) Grant funds may be used only for the purpose in the Grantee's approved application. The Grantee shall not undertake any work or activities that are not described in the grant application and that use staff, equipment, or other goods or services paid for with grant funds without prior written approval from MDHHS.
- e) Grantee's accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:
 1. Separate accountability of receipts, expenditures, disbursements and balances. MDHHS recommends creating an account in the accounting system for each grant using the grant number provided by MDHHS.
 2. Itemized records supporting all grant receipts, expenditures, and match contributions in sufficient detail to show exact nature of activity.
 3. Data and information for each expenditure and match contribution with proper reference to a supporting voucher or bill properly approved.
 4. After the fact timesheets describing work activity, signed, and dated by the employee and supervisor, to document time personnel worked on grant related activities per 2 C.F.R. § 200.430. Match hours must be documented in the same manner. Examples of items that may support salaries and wages can include timesheets, time and effort reports, or activity reports that have been certified by the employee and approved by a supervisor with firsthand knowledge of the work performed. Payroll records should also reflect either after the fact distribution of actual activities or certifications of employee's actual work performed. *
 5. Maintenance of payroll authorizations and vouchers.
 6. Maintenance of records supporting charges for fringe benefits.
 7. Maintenance of inventory records for equipment purchased, rented, and donated. A single piece of equipment (i.e., an item with one item/part number) may not be split amongst multiple invoices, although it may be prorated across multiple grants. Equipment may not be purchased for use by an entity or agency other than the Grantee.

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8. Maintenance of billing records for consumable supplies (i.e., paper, printing) purchased.
 9. Provisions for payment by check.
 10. Maintenance of travel records (i.e., mileage logs, gas receipts).
 11. Lease agreements, contracted services, and equipment purchases that adhere to established procurement processes.
 12. Cash from grant funds may not be given directly to service participants.
 13. The Grantee shall not exceed a consultant rate of \$650 per day or \$81.25 per hour.
 14. The Grantee must be able to provide supporting documentation for grant expenditures within 3 days of request by MDHHS-DVS.
- f) Misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under this award, and civil and/or criminal penalties. Although a Grantee's budget is approved reported expenses are subject to audit and must comply with Federal regulations, the terms of the agreement, and other policy impacting the allowability of expenses. Certain expenses may require prior approval, which should be in writing from MDHHS.
- g) The Grantee shall not:
- 1) Purchase promotional items/trinkets/giveaway items for distribution. Promotional items/trinkets/giveaway items are items that serve no project purpose. These are not allowed to be purchased with DOJ funds. Examples of trinkets or giveaway items may include mugs, t-shirts, hats, gift bags, "thank you" gifts for speakers, memorabilia, commemorative items, conference giveaways regardless of whether they include the conference name or logo.
 - 2) Include fundraising costs including direct costs for fundraising events, staff time to participate in fundraising events, grant writing, etc. using contract funds. *

Q. Criminal Background Check Written Policy

The Grantee must have a written policy describing the criteria on which its determinations to hire shall be made in the event of positive background check findings and must document the basis for each determination.

R. Inclusivity of Services

This Agreement is subject to the following terms and conditions:

1. The Grantee may not exclude, deny benefits to, or discriminate against any person on the basis of actual or perceived race, color, religion, national origin, sex, disability, sexual orientation or gender identity in any program or activity funded in whole or in part with funds made available under this grant.

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2. Segregation or Sex Specific Programming: Grantees may not exclude any person from receiving grant funded services on a number of prohibited grounds, including that person's sex. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.
3. The Grantee will take reasonable steps to provide services and information in appropriate languages, other than English, to ensure that persons with limited English proficiency are effectively informed and can effectively participate in and benefit from its programs, services, and activities.
4. Program facilities must allow for full participation of clients with a variety of special needs.
5. The organization will recruit a diverse staff that is reflective of the community, clients served, and geographic area in which the organization is located.

S. Audit Requirements

The following provision is added to Part 2, General Provisions, I. Responsibilities – Grantee, Section G, Audits.

Financial Review

Grantees with annual agency/organization budget of \$300,000 in the fiscal year or less must submit to the Department of Health and Human Services a Financial Review prepared in accordance with Statement on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA.

Financial Audit and Agreed Upon Procedures

Grantees with an annual agency/organization budget of more than \$300,000 in the fiscal year, regardless of funding source, but that do not meet the threshold for a single audit, must submit to MDHHS a Financial Audit prepared in accordance with Generally Accepted Auditing Standards.

In addition, the auditor will perform agreed upon procedures related to the audit report. The auditor will select a sample of expenditures from the Salary, Supply and Miscellaneous line items, and any other major costs charged to the DVS-funded grant(s).

Auditors shall test the allowability of these selected costs in accordance with the criteria stated in the DVS contract and approved budget to determine if charges were allowable to the DVS-funded program.

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The agreed upon procedures report will disclose the total amount of costs tested and itemize all costs by grant type charged to the DVS-funded grants that do not meet the definition of allowable costs. Both the type of cost and the amount of cost must be reported.

The agreed upon procedures will accompany the audit report with the same agreed upon due dates.

Financial Review and/or Financial Audit materials must be submitted annually within 180 days after the end of the Grantees' fiscal year.

Agency responsibility for Review, Audit and Agreed Upon Procedures

When submitting a Financial Review, or Financial Audit and Agreed Upon Procedures, Grantees must also submit a corrective action plan for any review or audit findings that may negatively impact MDHHS-funded programs including, but not limited to, fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions.

T. Client Confidentiality

The Grantee shall maintain client confidentiality consistent with 28 CFR § 95.115 (VOCA); 34 USC § 12291(b)(2) (VAWA); 42 USC § 10401 (FVPSA) at all times by restricting the use or disclosure of information concerning service and/or service participants, informing victims/survivors of any requests for information, and before releasing any information requiring a signed, voluntary, time-limited, written client consent that includes a statement informing individuals that opting not to sign the release does not prohibit or restrict their access to services. Confidentiality Provision refers to 28 CFR § 95.115 (VOCA); 34 USC § 12291(b)(2) (VAWA); 42 USC § 10401 (FVPSA).

Law enforcement and prosecution grantees must adopt policies and practices that protect victim privacy to the extent allowable. However, the confidentiality provisions found in 28 CFR § 95.115 (VOCA); 34 USC § 12291(b)(2) (VAWA); 42 USC § 10401 (FVPSA) do not apply to grantees engaged in prosecution or investigative activities or traditional victim witness assistance at police departments and prosecutor's offices.

U. Assisting victims with applying for compensation benefits

DVS grantees must provide assistance to potential recipients of crime victim compensation benefits (including potential recipients who are victims of federal crime) in applying for such benefits. *

V. General Terms and Conditions

Grantees must comply with the applicable federal Special Conditions. The special conditions reference the recipient or any subrecipient. The recipient is the State of Michigan.

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Subrecipients include grantees and any organization for which the grantee has subcontracted funding for program implementation. DHHS grant agreements, found in EGrAMS, identify the funding supporting each agreement. To identify the Special Conditions that apply to your DVS grant you must know the federal grant name and applicable grant year. If you are unsure which federal grant, grant year and/or conditions apply to your award, the information can be found in EGrAMS in your grant award, or you may contact your grant analyst.

W. Special Conditions

- a. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.
- b. Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the withholding of award funds, disallowed costs, or suspension or termination of the award. OVW/OJP also may take other legal action as appropriate.

By acceptance of this award grantees agree to follow the applicable set(s) of terms and conditions that are available at <https://www.michigan.gov/mdhhs/safety-injury-prev/publicsafety/crimevictims/grants-and-funding/current-grantees/terms-and-conditions>

- X. Client Eligibility – Client eligibility differs by project type. Project types are determined based on the VOCA grants received by the grantee and are reflected in the grantee budget.

Domestic Violence Comprehensive Services – DVCS-V and SDVS

Eligibility Criteria: Survivors of domestic/intimate partner violence and dating violence and their dependent children.

Limitations:

Assailants are not clients and may not be provided services under this Agreement.

This funding is not intended to support supervised visitation, supervised exchange and/or child advocacy activities.

Determination of Eligibility: Client's declaration of circumstances and noted in the client's file.

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Child Advocacy Center – CAC-V

Eligibility Criteria: Eligible clients shall be child or vulnerable adult victims/survivors of sexual abuse or physical abuse/neglect and/or non-offending family members of victims/survivors.

Determination of Eligibility:

Eligibility shall be determined based on client declaration of circumstances and/or report from law enforcement or children’s protective services.

Referral from law enforcement or children’s protective services is not a requirement for client eligibility. Except for forensic interviews, services may be provided based on client declaration of circumstances alone.

Culturally Specific Response Services for Underserved Victims of Crime (CSRUV)

Eligibility Criteria: A person who has suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime.

Limitations:

1. Assailants are not clients and may not be provided services under this Agreement.
2. This funding is not intended to support supervised visitation or supervised exchange and/or child advocacy activities.

Determination of Eligibility: Client declaration of circumstances and noted in the client file.

Human Trafficking Programming (HTP)

Client Eligibility:

Labor Trafficking: Obtaining a person through recruitment, harboring, transportation, or provision, and subjecting such a person by force, fraud, or coercion into involuntary servitude, peonage, debt bondage, or slavery (not to include commercial sex acts).

Sex Trafficking: Inducing a person by force, fraud, or coercion to participate in commercial sex acts, or the person induced to perform such act(s) has not attained 18 years of age.

Determination of Eligibility: Client declaration of circumstances and noted in the client file.

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Sexual Assault Victim Services

Client Eligibility

Eligible clients shall be sexual assault survivors of any age and/or significant others/family members of sexual assault survivors.

Funding Restriction

For grantees whose mission is to provide services to both domestic violence and sexual assault services (dual programs), the expectation is that clients that have been sexually assaulted within the context of intimate partner violence are not eligible for some services under this grant and should instead be provided services through domestic violence programs/funds. Service limitations are noted below.

For grantees whose mission includes providing SANE exams to sexual assault survivors, the provision of SANE exams may be funded through this grant, including for survivors who were sexually assaulted within the context of intimate partner violence. This funding is not intended to support the operation of child advocacy centers.

Determination of Eligibility

Eligibility shall be based on client declaration of circumstances and noted in the client file.

Services to Victims of Elder Abuse (SVEA)

Client Eligibility

- For the purposes of the Services to Victims of Elder Abuse (SVEA) grant, elder abuse is an intentional act or failure to act that causes or creates a risk of harm to an elder and/or a vulnerable adult; the intentional act or failure to act by another directed towards an elder and/or vulnerable adult because of age and/or disabilities.
- An elder adult is someone age 60 or older and/or a “vulnerable adult.” A vulnerable adult is an individual, age 18 or older, who, because of age, developmental disability, mental illness, or physical disability, requires supervision or personal care, or lacks the personal and social skills required to live independently.
- Common types of elder abuse include:
- Physical abuse is when an elder and/or vulnerable adult experiences illness, pain, injury, functional impairment, distress, or death because of the intentional use of physical force.
- Sexual abuse involves forced or unwanted sexual interaction of any kind with an elder and/or vulnerable adult. This may include unwanted sexual contact or penetration or non-contact acts such as sexual harassment.

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- Emotional or Psychological Abuse refers to verbal or nonverbal behaviors that inflict anguish, mental pain, fear, or distress on an elder and/or vulnerable adult. Examples include humiliation or disrespect, verbal and non-verbal threats, harassment, and geographic or interpersonal isolation.
- Neglect is the failure of someone who assumes the responsibility for a significant aspect of an elder's and/or vulnerable adult's health or welfare and fails to meet an elder's and/or vulnerable adult's basic needs. These needs include food, water, shelter, clothing, hygiene, and essential medical care.
- Financial Abuse is the illegal, unauthorized, or improper use of an elder's and/or vulnerable adult's money, benefits, belongings, property, or assets for the benefit of someone other than the elder and/or vulnerable adult.

Determination of Eligibility: Client declaration of circumstances and noted in the client file.

Supervised Visitation and Safe Exchange (SUPVS)

Client Eligibility

Clients shall be by and between families experiencing domestic violence, sexual assault, stalking.

Determination of Eligibility: Client declaration of circumstances and noted in the client file.

Transitional Supportive Housing VOCA (TSHV)

Client Eligibility

A victim/survivor of domestic violence, sexual assault, stalking, or victim/survivor with disabilities abused by a caretaker.

Determination of Eligibility

An adult service participant shall be determined eligible based on the following criteria:

1. Their declaration of circumstance that they are a victim/survivor of domestic violence, sexual assault, stalking, or a victim/survivor with disabilities abused by a caretaker.

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	Eligible	Must be included on the lease?
Client’s dependent children 18 or younger	Yes	No
Client’s children attending school (including college and/or trade school) full time	Yes	No
Relative	Yes	Yes
Partner/Former Partner	No	N/A
Adult relative that the client claims as a dependent on their taxes.**	Yes	No

Tribal Victim Services (TRBVS)

Eligibility Criteria: Eligible clients shall be primary or secondary victims of crime. The specific crime victimization types to be served under this agreement are indicated in the Grantee’s application.

Limitations:

1. Assailants are not clients and may not be provided services under this Agreement.
2. This funding is not intended to support supervised visitation or supervised exchange and/or child advocacy activities.

Determination of Eligibility: Client declaration of circumstances and noted in the client file.

VOCA Targeted Victim Services (VOCA)

Eligibility Criteria: Eligible clients shall be primary or secondary victims of crime. The specific crime victimization types to be served under this agreement are indicated in the Grantee’s application.

Determination of Eligibility: Eligibility shall be determined based on client declaration of circumstances.

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Services - Service requirements apply to each project and is dependent on the VOCA grants administered by your organization.

EGrAMS Grant Type	VOCA Grant Type	Corresponding GF-GP Crime Victim Sustainability Fund Grant Title
DVCS-V	Domestic Violence Comprehensive Services (VOCA)	Domestic Violence
TSH-V	Transitional Supportive Housing	
SUPVS	Supervised Visitation and Safe Exchange Services for Crime Victims	
SDVS	Domestic Violence Specialized Services	
SASRV	Sexual Assault Victim Services	Sexual Assault
SACS (SANE Services for specific grantees)	Sexual Assault Comprehensive Services	
CSRUV	Culturally Specific Responsive Services for Underserved Victims of Crime	Underserved
SVEA	Services to Victims of Elder Abuse	
SDVH	Statewide Domestic Violence Hotline	Statewide Victim Services Projects
SSAH	Statewide Sexual Assault Hotline	
VOCA	VOCA Targeted Victim Services	
TRBVS	Tribal Victim Services	Tribal Services
CAC-V	Child Advocacy Center VOCA	Child Advocacy Services
HTP	Human Trafficking Programming	Human Trafficking

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Service Requirements – The following requirements apply to each grant project.

	Domestic Violence			Sexual Assault	Tribal Services	Human Trafficking	Underserved	
	DVCSV	SDVS	TSHV	SASRV/SACS	TRBVS	HTP	CSRVU	SVEA
Temporary Emergency Housing (Service #1)	Required	Optional	Not Allowable	Optional	Optional	Optional	Optional	Optional
Transitional Supportive Housing (Service #2)	Not Allowable	Not Allowable	Required	Not Allowable	Optional	Optional	Not Allowable	Not Allowable
Individual/Group Support (Service #3)	Required	Optional	Required	Required	Optional	Required		Optional
Counseling/Therapy (Service #4)	Optional	Optional	Optional	Optional	Optional	Optional		Optional
Emergency Intervention Services (Service #5)	Required	Optional	Optional	Required	Optional	Optional	Optional	Optional
Advocacy & Supportive Services (Service #6)	Required	Optional	Required	Required	Optional	Required	Optional	Optional
Systems Change, Community Education & Public Awareness (Service #7)	Required	Optional	Not Allowable	Optional	Optional	Optional	Optional	Optional
Sexual Assault Response Teams (SARTS) (Service #8)	Not Allowable	Not Allowable	Not Allowable	Optional	Not Allowable	Not Allowable	Not Allowable	Not Allowable

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Sexual Assault Nurse Examiner Program (Service #9)	Not Allowable	Not Allowable	Not Allowable	Optional	Not Allowable	Not Allowable	Not Allowable	Not Allowable
Legal Services (Service #10)	Not Allowable	Not Allowable	Not Allowable	Not Allowable	Optional	Optional	Optional	Optional

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<u>Services below are specifically written for Child Advocacy Centers</u>	Child Advocacy Centers
	CACV
Forensic Interview Services (Service #11)	Required
Information and Referral (Service #12)	Required
Personal Advocacy and Accompaniment (Service #13)	Required
Emotional Support and Safety Services (Service #14)	Required
Criminal/Civil Justice System Assistance (Service #15)	Required
Systems Change and Coordination (Service #16)	Required
Trauma Informed Therapy (Service #17)	Required
Specialized Medical Evaluation of Child Abuse (Service #18)	Required

<u>Services below are specifically written for Statewide Hotline Projects</u>	Statewide Projects	
	SDVH & SSAH	VOCA
Temporary Emergency Housing (Service #1)	Not Allowable	Not Allowable
Transitional Supportive Housing (Service #2)	Not Allowable	Not Allowable
Individual/Group Support (Service #3)	Not Allowable	Optional
Counseling/Therapy (Service #4)	Not Allowable	Optional
Emergency Intervention Services (Service #5)	Not Allowable	Optional
Advocacy & Supportive Services (Service #6)	Not Allowable	Optional
Systems Change, Community Education & Public Awareness (Service #7)	Not Allowable	Optional
Sexual Assault Response Teams (SARTS) (Service #8)	Not Allowable	Not Allowable
Sexual Assault Nurse Examiner Program (Service #9)	Not Allowable	Not Allowable
Legal Services (Service #10)	Not Allowable	Optional
24 Hour Crisis Call Hotlines (Service #19)	Required	Optional

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Service #1: Temporary Emergency Housing

1. Provide temporary safe, decent housing coupled with voluntary supportive services as needed to assist survivors and their dependent children 24-hours per day, seven days per week, and three hundred and sixty-five days per year. Acceptance into and/or continuation of shelter cannot be contingent on:
 - a. Participation in services and/or
 - b. Completion of tasks or activities (e.g., mandatory shelter chores, mandatory meetings with advocate or therapist, etc.) or
 - c. Prior shelter stays
2. It is the expectation that when the emergency shelter facility is full and/or denial is made for an eligible client, alternative emergency housing is arranged and/or eligible clients are referred to a nearby emergency shelter.
3. Temporary emergency housing may be provided in apartments, hotels and/or emergency shelter facilities. The emergency housing provided to victims must follow the criteria below:
 - a. Reduction to client barriers and access to services:
 - 1) Facilities must allow for full participation of clients with a variety of special needs.
 - 2) Clients must have access to clothing, personal care, and hygiene supplies.
 - 3) Residents must have access to washers, dryers, and laundry supplies, free of charge, that are in working order and are adequate in quantity to accommodate the number of shelter residents.
 - 4) Three meals a day must be available daily at regular times. Between meals, snacks of nourishing quality must be available, and milk and formula must be available for children. Available food must be specific to survivors cultural and health needs.
 - 5) Grantees may not collect food stamps (SNAP benefits, EBT, WIC) from residents, or require clients to use their food benefits to purchase food.
 - 6) Current clients are allowed to use the grantee's address as a legal residence for the purpose of voter registration and the receipt of public benefits.
 - 7) Clients do not need to be a resident of the county in which the grantee is located to receive services.
 - 8) The grantee shall not deny a victim shelter services for lack of identification or immigration status and shall not discriminate against any eligible victim seeking assistance.
 - 9) Sobriety is not a condition for entry, stay, or access to services.
 - b. Facilities must include minimum requirements below and be in compliance with all applicable state and local health, building, safety, and fire codes. Records must be maintained indicating:
 - 1) Functioning locks or alarms must be installed on all exterior doors, windows, and other means of access to the facility and/or room.
 - 2) Secure, well-lit parking must be available for clients.
 - 3) Buildings, grounds, and equipment must be accessible, safe, and functional.

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- 4) Smoke detectors, in proper working condition, must be located, to the extent practicable, in a hallway adjacent to a bedroom.
- 5) If the housing unit and/or shelter is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
- 6) Public areas of communal living facilities must be equipped with a sufficient number of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.
- 7) A second means of exiting the building in the event of fire or other emergencies must be established.
- 8) Early warning systems for carbon monoxide are installed, fully functional and are routinely tested.
- 9) Have emergency evacuation policies and procedures in place. Complete and document regular emergency drills.
- 10) Any repairs needed to the shelter that may affect a client's health and/or safety is completed within 30 days of notification for the need of repair.
- 11) The housing must be maintained in safe and sanitary condition.
- 12) Residents must have access to sufficient sanitary facilities (showers, toilets, and sinks) that are in proper operating condition, provide privacy, and are adequate in quantity to accommodate the number of shelter residents to maintain personal cleanliness and the disposal of human waste.
- 13) The water supply must be free from contamination.
- 14) Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- 15) The heating and cooling facilities must be in proper operating condition.
- 16) The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There shall be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
- 17) All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner. Note: If housing is being provided in a hotel setting, the space may be limited to a small refrigerator and a microwave.
- 18) If the structure was built prior to 1978, and a child under the age of six or a pregnant woman will reside in the property, and the property has a defective paint surface inside or outside the structure, the property cannot be approved until the defective surface is repaired by at least scraping and painting the surface with two coats of non-lead-based paint. Defective paint surface means: applicable surface on which paint is cracking, scaling, chipping, peeling or loose. If a child under age six residing in the property has an Elevated Blood Level, paint surfaces must be tested for lead-based paint.

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- 19) The grantee must obtain and retain documentation verifying grantee has developed and implemented procedures regarding blood borne pathogens, and annually provide staff with training on blood-borne pathogens and first aid.
 - 20) Emergency shelter staff must conduct quarterly inspections to ensure compliance with minimum habitability standards by using the [MSHDA ESG Minimum Habitability Standards Inspection Checklist](#).
- c. Emergency Shelter facilities* must additionally adhere to the following requirements:
*Note: The following requirements do not apply to hotels, motels or apartments used for temporary emergency housing.
- 1) Written policies and procedures shall be in place addressing the security of the residents' belongings.
 - 2) The facility shall be smoke-free.
 - 3) A secure outdoor smoking area shall be available to clients.
 - 4) A separate sleeping room, whenever possible, and an adequate number of clean beds and bedding, as well as access to a living room, kitchen, and bathroom must be available.
 - 5) Cleaning supplies and other toxic household materials in the emergency shelter shall be safely stored.
 - 6) No weapons shall be allowed on the emergency shelter premises.
 - 7) Garbage and rubbish shall be stored outside in non-combustible covered containers and shall be removed at least weekly.
 - 8) Adequate provisions for regular pest control
 - 9) The shelter has adequate first aid supplies available at all times in an area readily accessible.
 - 10) The shelter has adequate telephone and emergency telephone number access in an area readily accessible.
 - 11) The emergency shelter facility shall be made as safe as possible for children, including but not limited to safety locks, outlet covers, stair gates, etc., as needed.
 - 12) The facility shall have access to safe and secure indoor and outdoor play areas for children.
 - 13) The grantee shall institute practices and procedures which, insofar as possible, create an environment where survivors and significant others, including children, are free from attack by assailant or perpetrators.
- d. Non-traditional emergency housing facilities, such as hotels and motels, used as a primary form of housing, shall keep survivor and family safety, and choice, a central priority when delivering services. The following are minimum guidelines in ensuring safety, choice, and access to services:
- 1) Survivor and family safety and choice must be a central priority when delivering services.
 - 2) The process for ensuring access to and/or delivery of fresh and prepared foods, that are specific to survivors cultural and health needs, must be included in the organization's service delivery plan.

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- 3) Survivors and their children shall have access to safe facilities where they can choose goods and services such as: clothing, personal care items, advocacy, supportive services and counseling.
- 4) Grantees must have a written procedures in place to maintain confidentiality and PII for clients served in a motel/hotel.

Service #2: Transitional Supportive Housing

Service Definition:

Housing programs that provide safe, decent, single-family housing for up to 24 months as a bridge between the emergency phase and permanent housing.

Transitional Supportive Housing (TSH) provided to victims must follow the criteria below:

- a. The housing must be maintained in safe condition.
- b. Residents must have access to sufficient sanitary facilities (showers, toilets, and sinks) that are in proper operating condition, provide privacy, and are adequate in quantity to accommodate the number of residents to maintain personal cleanliness and the disposal of human waste.
- c. Residents must have access to (either in the TSH housing unit or through another mechanism) washers and dryers, free of charge, that are in working order and are adequate in quantity to accommodate the number of residents.
- d. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- e. Reasonable efforts must be made to ensure that water supply must be free from contamination.
- f. The heating and cooling facilities must be in proper operating condition.
- g. The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety.
- h. There shall be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
- i. Functioning locks must be installed on all exterior doors, windows, and other means of access to the rental unit.
- j. Safe parking must be available for clients with cars.
- k. Buildings, grounds, and equipment must be accessible, safe and functional.
- l. The unit must include at least one battery-operated and/or hard-wired smoke detector in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom.
 - a. If the unit is occupied by Deaf or hard of hearing persons, smoke detectors must have an alarm system designed for Deaf or hard of hearing persons in each bedroom occupied by a Deaf or hard of hearing person.
- m. Units occupied by residents with disabilities must fully accommodate their disability.
- n. Early warning systems for carbon monoxide are installed, fully functional and are routinely tested.

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- o. Grantee must ensure that clients residing in housing units have sufficient furniture including beds, couches, table/chairs, appliances, etc.
- p. Current clients are allowed to use the contractor's address as a legal residence for the purpose of voter registration and the receipt of public benefits.
- q. All MDHHS-DVS funded TSH units must meet U.S. Department of Housing and Urban Development (HUD) Housing Quality Standards.

Service #3: Individual/Group Support

Service Definitions:

Individual Support: Providing voluntary, confidential, one-on-one assistance through a professional relationship that focuses on emotional and practical support to address the effects of trauma caused by victimization.

Group Support (optional): Providing or facilitating voluntary, confidential, supportive group activities led by staff or volunteers that focus on emotional and practical support to address the effects of trauma caused by victimization. Group is defined as two or more unrelated service participants.

Life Skills Information and Education: Providing voluntary, confidential meetings on topics of interest to service participants such as budgeting, parenting, child development, meal preparation, etc. May be provided individually or as a group.

Cultural and Holistic Healing: Providing voluntary, confidential, traditional, cultural, or alternative healing opportunities for clients. May be provided individually or as a group.

The Grantee providing Individual/Group Support shall:

- a. Provide support to primary and secondary victims of crime based on the empowerment philosophy and a trauma-informed approach. Provide active listening, emotional support, and general information.
- b. Provide communication aids for victims that have a disability or limited English proficiency that affects their ability to communicate. This may include a language line, texting, assistive technology/equipment, or distributing translated documents, as well as interpretation provided via staff/volunteers or a contract with an outside agency/service.
- c. Ensure that services accommodate the schedules of victims/survivors.
- d. Provide childcare to allow for participation in services, if needed. (e.g., providing a staff person to supervise children while an adult survivor engages in services)
- e. Ensure that victims with mental health needs are referred to internal counseling/therapy or are referred for appropriate services.
- f. Individual and/or group may be held in person or virtually.

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All counseling/therapy services must be provided by licensed or license-eligible providers and delivered according to appropriate guidelines.

Service Definitions:

Individual Counseling/Therapy: Providing psychological, psychiatric, and/or other counseling-related therapeutic treatment for individuals and family members designed to promote healing that responds to the emotional, social, financial, or physical needs of victims. This could include but is not limited to traditional, cultural, or alternative healing.

Group Counseling/Therapy: Providing psychological, psychiatric, and/or other group counseling sessions-related therapeutic treatment for groups of individuals designed to promote healing that responds to the emotional, social, financial, or physical needs of victims. Group is defined as two or more unrelated service participants.

Life skills information and education: Providing voluntary, confidential meetings on topics of interest to service participants such as budgeting, parenting, child development, meal preparation, etc. May be provided individually or as a group.

Cultural and Holistic Healing: Providing voluntary, confidential, traditional, cultural, or alternative healing opportunities for clients. May be provided individually or as a group.

The Grantee providing Counseling/Therapy shall:

1. Provide counseling/therapy to primary and secondary victims of crime based on the empowerment philosophy and a trauma-informed approach. Provide active listening and emotional support, information about the ongoing effects and reactions to victimization, problem solving to address practical and emotional issues, and treatment aimed at reducing symptoms of trauma or other concerns.
2. Provide communication aids for victims that have limited English proficiency or a disability that affects their ability to communicate. This may include a language line, texting, or distributing translated documents, as well as translations provided via staff/volunteers or a contract with an outside agency/service.
3. Ensure that services accommodate the accessibility needs of victims with disabilities.
4. Ensure that services accommodate the schedules of victims/survivors.
5. Provide childcare to allow for participation in services, if needed.
6. Ensure that staff providing counseling/therapy services defined above meet professional standards to provide these services in the jurisdiction in which the care is administered. Ensure that staff providing counseling/therapy services receive regular clinical supervision and/or supervision related to the techniques/modalities utilized.
7. Ensure that victims with mental health needs outside of the scope of practice of staff are referred for appropriate services.

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Service #5: Emergency Intervention Services

Service Definitions:

Emergency Intervention Services: Providing voluntary intervention and support on an emergency basis to victims and survivors.

Twenty-four Hour Crisis Call Hotline: Availability of trained staff and/or volunteers by telephone 365 days a year, 24-hours a day, 7 days a week, to provide crisis intervention, emotional support, safety planning, information, and referral. Calls received on any agency line that relate to an individual or family in need of some kind of service.

Emergency Response Services: Provide in-person emergency response services for victims and survivors 24 hours per day, 7 days per week, 365 days per year as requested, which may include, but are not limited to, providing resources and information, meeting and/or accompanying an individual to non-traditional safe locations such as hospitals, police stations, etc. Services may include, but are not limited to, providing resources and information, meeting and/or accompanying an individual to the hospital, private physician, other medical care facility, police station, etc.

The Grantee providing 24-hour Hotline shall:

1. Provide and/or arrange for a 24-hour per day crisis intervention telephone hotline/helpline operated by trained staff.
2. Provide appropriate referral for callers not eligible or appropriate for emergency intervention services.
3. Explain to eligible clients what services are available in each program area and the process for accessing these services.
4. Maintain documentation of 24-hour crisis hotline and emergency response contacts with all victim/survivors including the nature, date and length of contact, reason for seeking assistance, advocacy, safety planning, options presented and discussed, and information and referral provided.
5. Assist caller in identifying their needs.
6. Provide information verbally about available resources/services.
7. Provide active listening and emotional support.
8. Dispatch a trained advocate off-site (e.g., hospital, police station), as needed.
9. The Michigan Domestic Violence Hotline may, with prior written approval from the Division of Victim Services Director or designee, be used to assist with hotline coverage, but may not be a substitute for the grantee's hotline.

The Grantee providing Emergency Response Services shall:

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1. Provide information about the effects of trauma and victimization.
2. Provide active listening and emotional support.
3. Provide general information about medical and legal issues.
4. Provide information about services available in the community.
5. Locate or provide emergency housing or shelter, if needed.
6. Provide immediate practical assistance (e.g., locksmith, window repair, clothing, transportation, etc.), as needed.
7. Dispatch advocates to accompany victims and provide advocacy through medical, criminal justice, and social support systems, including medical facilities, law enforcement, and court proceedings, and follow up contact. The advocates must respond within 1 ½ hours of being contacted.
8. Develop and maintain a process and/or procedures for crisis referral to local services, including but not limited to, hospitals or other medical care facilities, the DHHS, homeless shelters, mental health/ counseling agencies, law enforcement and prosecuting attorneys' offices.

Service #6: Advocacy and Supportive Services

The Grantee providing Advocacy and Supportive Services may provide, assist, and/or advocate on behalf of clients to link clients with community and systems personnel to secure the following services:

1. Children's Services: Provide child(ren) of clients with activities and programming other than counseling including, but not limited to, recreational activities, assisting parents in making educational plans for their children, arts and crafts, tutoring, specific orientation to the temporary emergency housing environment, opportunities to participate in community activities such as 4-H, theater groups, volunteer organizations, etc.
2. Criminal Justice Advocacy: Provide support, assistance and/or advocate for clients at any stage of the criminal justice process, including post-sentencing services. Work to ensure that clients have access to justice and legal entitlements, such as protection orders, and work to effect changes in any institutional practice or policy harmful to victims.
3. Employment Services: Provide support, assistance and/or advocate for clients in gaining the necessary skills, knowledge, resources to secure employment suitable for maintaining independent living. Services shall include, but not be limited to:
 - a. Career development.
 - b. English as a Second Language (ESL), literacy and/or GED courses.
 - c. Developing resumes and completing applications.
 - d. Interview preparation.
 - e. Obtaining clothing appropriate for the work environment for which they are applying.

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4. Financial Assistance: Provide support, assistance and/or advocate for clients in accessing and utilizing community support services which may provide direct or indirect financial assistance.
5. Health Care: Provide support, assistance and/or advocate for clients in obtaining health care from physical and mental health care providers.
6. Housing Advocacy: Provide support, assistance and/or advocate for clients in obtaining safe housing and/or relocating a client. Includes advocating with landlords, utility providers, etc.
7. Client Assistance: Provide clients with financial and/or material resources for items such as prescriptions, transportation (e.g., bus tokens, gas cards, taxi vouchers, etc.), security deposits, basic client needs (e.g., food, toiletries, clothing, etc.) security systems/modifications, utilities, household furnishings, household supplies, etc. to address the specific needs of the client, in accordance with the DVS Allowability Chart. Client assistance includes those funds that are expended directly on behalf of a specific client. The Grantee shall:
 - a. Not provide cash directly to clients.
 - b. Purchase services, items, or make payments of bills to resolve infrequent or unusual emergencies.
8. Transportation: Provide and/or assist clients with transportation to and from school, appointments, court, etc. The Grantee shall:
 - a. Ensure that staff and volunteers providing transportation have a valid driver's license and utilize an insured vehicle in good running condition.
 - b. Adhere to all applicable laws related to safety in the transportation of children and adults.
 - c. Arrange for, provide and/or facilitate transportation to, other shelter services when the shelter facility is full.

Service #7: Systems Change, Community Education, and Public Awareness

Service Definitions:

Systems Change: Systems change is the grantee identifying areas within the agencies and programs in a community that are responsible for service delivery and systems response to victims of crime that are in need of change in order to provide more effective, victim-centered, trauma-informed services to victims/survivors of crime. Systems change includes recognizing and addressing the needs of under-represented and/or culturally marginalized groups.

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Community Education and Public Awareness: Community education and public awareness involves informing the community and increasing the awareness of and knowledge about violence, abuse, and crime as well as the community's knowledge and access to services.

The Grantee providing Systems Change, Community Education, and Public Awareness shall:

1. Work collaboratively with community systems used by survivors during crisis and in their effort to end violence in their lives. The goal is to change institutional practices that support violence and abuse. Systems may include active participation on inter-agency councils such as Coordinated Community Response Teams, Human Services Coordinating Councils, Law Enforcement Task Forces, Housing Continuum of Care Groups, and Multi-Purpose Collaborative Bodies.
2. Create and adopt community systems change plan that prioritizes systems where further collaboration is needed; establishes written, relevant goals, objectives and plans for community relations and identifies specific areas within each system to change harmful practices and reinforce helpful practices; and includes a timeline for implementation. The systems change plan should be adopted and periodically reviewed by the grantee's Board of Directors.
3. Provide presentations or trainings to adults and the general population about and/or services related to eligible victimization.
4. If providing youth-targeted community education presentations or trainings, topics must be related to the victimization and/or available services for victims.
5. Public relations and public education materials shall be available in other languages for any ethnic group with a presence in the community and the geographic area served.
6. Document activities listed above; include at a minimum: Date of activity, number of individuals in attendance, topic(s) covered, staff involved.

Service #8: Sexual Assault Response Teams (SARTs) – If included in agency budget and workplan.

Funded under SASRV only must have a primary focus on the coordination and improvement of the local response to sexual assault through multidisciplinary collaboration. This multidisciplinary team members' partner together to provide interagency, coordinated responses that make victims' needs a priority, hold offenders accountable, and promote public safety. SARTs include all systems as identified as essential in the toolkit <https://ovc.ncjrs.gov/sartkit/>. SARTs funded through VOCA SASRV are intended to expand and enhance community-level response to sexual assault specifically and should not include individualized case review of sexual assault cases.

Service Description:

SARTs must adhere to the following operational goals:

- a. Work to ensure 24-hour response to victims of sexual assault within the SART service area.

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- b. Obtain signed agreements with SART members to collaborate and participate on the multi-disciplinary SART.
- c. Support coordinated activities that ensure a comprehensive response by direct service providers to victims of sexual assault.
- d. Provide consultation and outreach materials for those that may come into contact with sexual assault victims.
- e. Ensure the SART Coordinator or equivalent is the lead in implementing the SART, and that this individual has a reasonable workspace to foster positive relationships between victim service providers and the community (such as local law enforcement, prosecutors, legal aid programs, and other non-profit agencies).
- f. Provide cross-system collaboration, evaluation, technical assistance, and coordinate with DVS for training support.
- g. Ensure SART Coordinators are employees with 100% of their time dedicated to the sexual assault program. A SART coordinator may also serve as a sexual assault program director or fill other leadership roles within the sexual assault program with written authorization from the Division of Victim Services.
- h. Work collaboratively through Sexual Assault Response Teams (SARTs) or other partnerships with agencies and programs that provide services to victim/survivors of sexual violence in order to provide more effective, victim/survivor-centered services to survivors of sexual violence, and to change institutional practices that support sexual violence including but not limited to:
 - i. A local multidisciplinary SART team and formal community response protocols.
 - j. A community plan that prioritizes systems where further collaboration is needed, identifies specific areas within systems to identify and eliminate harmful practices, including a timeline for implementation.
 - k. Protocols designed to identify and coordinate services to improve response to sexual assault victims.
 - l. Regular SART meetings during each grant period (12 months) to develop or implement protocols for how the SART will respond to sexual assault victims.
- m. Activities which recognize and address the needs of underrepresented and/or culturally marginalized groups as well as identify areas within community agencies and programs (law enforcement, courts, etc.) that are responsible for assisting and responding to victims of sexual assault in order to encourage and support more effective, victim-centered services for survivors of sexual assault.
- n. Maintain documentation of SART activities.

Service #9: Sexual Assault Nurse Examiner Program (For grantees that received a SANE grant through the SACS program and SASRV grantees that have included SANE in their budgets/work plan.)

SANE programs are designed to respond to sexual assault patients' emotional and physical needs as well as evidentiary needs for prosecution. A primary goal of a SANE nurse is to strive to preserve their patients' dignity, ensure that victims are not re-traumatized by the exam, and assist patients in gaining control by allowing them to make the decisions

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throughout the medical exam/evidence collection process. To that end, the following services comprise a comprehensive SANE program:

- a. Provide immediate, victim-centered crisis intervention and emotional support for their patients in the context of the medical exam.
- b. Provide for support outside the context of the medical exam by procedurally linking survivors in person with trained counselor/advocates who can provide confidential advocacy, crisis intervention, and supportive services. This is a vital part of a comprehensive SANE program.
- c. Ensure advocates/counselors are available to survivors before, during and after the medical exam/evidence collection.
- d. Offer emergency contraception for sexual assault survivors who are at risk of becoming pregnant, and prophylactic antibiotics to treat sexually transmitted diseases that may have been contracted during the assault.

Service Description:

The Grantee shall provide sexual assault nurse examiner services including, but not limited to the following:

1. Services will be offered in a patient friendly, culturally sensitive, accessible location(s) that offers privacy and victim safety.
2. Provide 24/7, victim-centered crisis intervention and emotional support for sexually assaulted patients in the context of the medical exam and provided by trained sexual assault medical forensic examiners. Staff shall:
3. Conduct a thorough medical exam and forensic evidence collection (if applicable and as per survivor's decision) utilizing current best practices.
4. Describe the medical exam, options for forensic exam, and options for medical treatment including prophylaxis pharmaceuticals.
5. Conduct medical history interview.
6. Conduct forensic and medical examinations.
7. Order appropriate laboratory work and dispensing appropriate pharmaceuticals.
8. Discuss after-care and treatment options.
9. Discuss options for SAFE Response Fund payment of exam.
10. Testify as a fact witness regarding the completed SAFE exam.
11. Utilize specialized forensic equipment.
12. Be trained in identifying patterned injury, documenting injuries, maintaining chain-of-evidence, and providing expert witness testimony.
13. Offer emergency contraception for sexual assault survivors who are at risk of becoming pregnant, and prophylactic antibiotics to treat sexually transmitted diseases that may have been contracted during the assault.
14. Provide services with at least one SAFE provider that is a Sexual Assault Nurse Examiner- Adult/Adolescent (SANE- A® and/or SANE-P®) certified by the International Association of Forensic Nurses (IAFN) and who is employed as the Sexual Assault Coordinator/Clinical Manager.

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15. Providers of SAFE exams must be either employees or contractual employees of the organization.
16. Programs that only serve adult/adolescent patients will require clinical supervision with a certified SANE-A,[®]. Programs that only serve pediatric patients will require clinical supervision with a certified SANE-P[®]. Programs that provide both are required to have SANE-A[®] and SANE-P[®])
17. SAFE providers (Adult/Adolescent sexual assault forensic examiner and Pediatric sexual assault forensic examiners) must be actively working towards certification, complete certification within three years of training and be supervised by a certified provider.
18. For startup programs, in the absence of a certified (SANE-A[®] and/or SANE-P[®]) clinical manager, the program must develop a contractual relationship with a certified forensic nurse (SANE-A[®] and/or SANE-P[®]) who will participate in sexual assault examiner training, mentoring, preceptorships, case review, photograph review, and quality assurance. Telemedicine and teleconferencing are options.
19. There must be a sufficient number of SANE trained nurses to be on-call 24/7 to respond to victim services. It is a strong preference that nurses not be taken away from their regular duties to provide SAFE exams.
20. SAFE exams must be provided within 1 ½ hour of the survivor/patient requesting services.
21. Ensure advocates/counselors are available to survivors before, during and after the exam/evidence collection. Advocates/supportive counselors may be supported by any funding including the Sexual Assault Comprehensive Grant, VOCA, etc. or by prorating costs to the SANE grant.
22. Provide for support outside the context of the medical exam by linking survivors with trained counselor/advocates who can provide confidential advocacy, crisis intervention, and supportive services. This is a vital part of a comprehensive SAFE program.
23. Grantees must meet the quality assurance standards required by the Division of Victim Services.
24. Provide support outside of the context of the medical exam by assuming a leadership role in the development and sustainability of either a Sexual Assault Response Team (SART) comprised of immediate responders (law enforcement, SANE, advocates) or Sexual Assault Response and Resource Team (SARRT) comprised of immediate responders and community resources (health care, prosecutors, housing specialists, others).
25. Follow applicable federal and state laws, rules, and regulations governing confidentiality, non-disclosure of information, evidence kit handling and mandatory reporting requirements and exceptions.
26. Fully implement the use of Track-Kit[™] prior to execution of contract Contact MSP_SAEK@Michigan.gov for more information on registering your agency in Track-Kit[™]. Award will be conditioned on full implementation of Track-Kit.

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Service #10: Legal Services

Allowable services include:

1. Educating victims on their legal rights, status, the legal process, and the options that are available to them.
2. Assisting with immigration relief for victims trafficked across an international border, in the form of obtaining proper documentation and identity documents.
3. Educating victims on accessing services or benefits that may be available to them, such as interpretation, medical care, housing, education, etc.
4. Providing legal assistance for victims if they are arrested or detained in the course of rescue.
5. Accompanying victims to legal proceedings related to the victim's case.
6. Educating victims on available avenues for restitution or compensation through a civil claim for damages against perpetrators or others responsible.
7. Providing trafficking victims under 18 access to legal representation.
8. Obtaining emergency orders.
9. Record expungement and motions to vacate, if the legal services are not torts and the services are directly related to the victimization.
10. Providing assistance related to obtaining U-Visas and T-Visas.
11. Legal advocacy related to housing and evictions.

Service #11: Forensic Interview Services - Child Advocacy Centers only

Service Definition:

Forensic interviews are semi-structured, fact-finding interviews of children or vulnerable adults who are alleged to be victims of abuse. Forensic interviews taking place at CACs are coordinated team interviews conducted with a multidisciplinary team (MDT) observing and providing feedback.

Service Description:

The Grantee shall:

1. Ensure that forensic interviews are provided by CAC staff or Multidisciplinary Team (MDT) members who have specialized training in conducting forensic interviews. The CAC must demonstrate that the forensic interviewer has received training on the Governor's Task Force on Child Abuse and Neglect Forensic Interviewing Protocol.
2. Schedule, coordinate, and conduct an intake process for forensic interviews, ensuring that referred cases meet case acceptance criteria and that information gathering is coordinated.
3. Ensure that forensic interviews are conducted in a manner that is legally sound, unbiased, culturally responsive, and developmentally sensitive.
4. Ensure that MDT members with investigative responsibilities are present for forensic interviews as defined by the needs of the case. MDT members may include local, state, federal, or tribal child protective services, law enforcement and prosecutors.

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5. Ensure that forensic interviews that meet case acceptance criteria are routinely conducted at the CAC. On rare occasions when interviews take place outside the CAC, steps must be taken to utilize appropriate forensic interview guidelines and ensure the comfort and privacy of the child, and protection from alleged offenders and others who may unduly influence the child.
6. Conduct and/or participate in pre- and post-interview meetings with MDT members and/or non-offending caregiver(s).
7. Document and record forensic interviews according to county protocols and organization policies and procedures.
8. Provide court testimony related to forensic interviewing when subpoenaed.
9. Ensure that results of the forensic interview are used not only for law enforcement and prosecution purposes, but also for identification of needs such as social services, personal advocacy, case management, substance abuse treatment, and mental health services.

Service #12: Information and Referral - Child Advocacy Centers only

Service Definition:

Information and referrals are confidential and victim-centered services focused on equipping victims/survivors and/or their non-offending family members with information about the resources that could be helpful for their healing and safety, as well as the systems they will come into contact with as a result of the abuse.

Service Description:

The Grantee shall conduct the following activities depending on client-identified need:

1. Provide information to aid service participants in making informed decisions about medical care and the preparations needed, including referral for possible emergent or non-emergent medical evaluation, wellness exam, or follow-up care as appropriate.
2. Provide information to aid service participants in making informed decisions about seeking counseling/therapy, including referral for counseling, therapy, support groups, and other mental health supports as appropriate.
3. Use trauma assessments and/or screening instruments, identifying mental health issues that might benefit from a referral.
4. Utilize a formal, facilitated referral protocol to a licensed professional, upon client's request, if needed to address mental health issues beyond the scope of practice of the CAC.
5. Provide information about the coordinated multi-disciplinary team (MDT) response, including the criminal/civil justice and child protection systems.
6. Provide information about Crime Victim Compensation, victims' rights, and how to obtain notifications of criminal justice events (i.e., MIVINE).
7. Assess needs and provide referrals to other community agencies for concrete needs and/or supportive services such as food banks, financial assistance, employment counseling, immigration assistance, etc.

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8. Assess needs and provide referrals to other victim service providers for additional services such as culturally specific services, tribal victim services, domestic violence counseling/shelter, transitional housing, etc.

Service #13: Personal Advocacy and Accompaniment - Child Advocacy Centers only

Service Definition:

Personal advocacy/accompaniment is confidential, culturally honoring, victim-centered support provided through physical presence at appointments and/or additional assistance in accessing any needed services (beyond making a referral) and removing barriers to receiving those services. The goal of personal advocacy/accompaniment is to ensure service participants have adequate support and access to services to facilitate healing and safety from abuse.

Service Description:

The Grantee shall conduct the following activities depending on client-identified need:

1. Provide emotional support and physical presence at CAC forensic interviews.
2. Provide accompaniment/support at medical exams and appointments, possibly including emergent or non-emergent medical evaluation or wellness exam.
3. Arrange for requested services to enhance healing and/or meet concrete needs, beyond making a referral (e.g., medical exam, therapy, support group, financial, housing, transportation).
4. Provide transportation to interviews, court, treatment, and other case-related meetings upon request (e.g., providing bus fare, arranging taxi, or transporting clients by car).
5. Ensure that staff and volunteers providing transportation have a valid driver's license and utilize an insured vehicle in good running condition.
6. Adhere to all applicable laws related to safety in the transportation of children and adults.
7. Coordinate or provide services to remove any barriers to services (e.g., childcare during court, bus fare to medical exam, interpreter for counseling).
8. Consult/coordinate with others at the request of the client (e.g., medical provider, therapist, Crime Victims Compensation, employers, schools) with written permission of service recipient regarding specific aspects of an individual case.
9. Assist with filing Crime Victim Compensation applications and compiling required documentation.

Service #14: Emotional Support and Safety Services – Child Advocacy Centers Only

Service Definition:

Emotional support and safety services are confidential, culturally honoring, victim-centered, trauma-informed services – often provided to non-offending family members – with the primary purpose of providing emotional and practical support to address the effects of abuse and promote healing and safety for the child victim/survivor. Emotional support services do not rise to the level of professional counseling/therapy. These services refer to non-clinical personal support provided outside of a therapeutic relationship.

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The Grantee shall conduct the following activities depending on client-identified need:

1. Provide ongoing follow-up contacts at intervals following the forensic interview to provide emotional and safety support.
2. Provide practical help as needed to address safety and healing needs identified by the service participant.
3. Safety planning, risk assessment, and crisis intervention.
4. Active listening and problem solving to address practical and emotional issues.
5. Client Assistance: Provide clients with financial and/or material resources for items such as prescriptions, transportation (e.g., bus tokens, gas cards, taxi vouchers, etc.), security deposits, basic client needs (e.g., food, toiletries, clothing, etc.) security systems/modifications, utilities, household furnishings, household supplies, etc. to address the specific needs of the client, in accordance with the DVS Allowability Chart.
6. Client assistance includes those funds that are expended directly on behalf of a specific client.
7. The Grantee shall not provide cash directly to clients.
8. The Grantee may purchase services, items, or make payments of bills to resolve infrequent or unusual emergencies.

Service #15: Criminal/Civil Justice System Assistance – Child Advocacy Centers only

Service Definition: Criminal/civil justice system assistance is confidential, culturally honoring, victim-centered, trauma-informed support surrounding the victim/survivor's involvement in the criminal/civil justice and/or child protection systems. The goal of criminal/civil justice system assistance is to assist victim/survivor and/or their non-offending caregiver(s) in gaining knowledge of the criminal/civil justice and child protection systems and access to all avenues of participation in those systems, and to ensure their interests are represented and their rights upheld, and to promote the responsiveness of individual legal system participants.

Service Description:

The Grantee shall conduct the following activities depending on client-identified need:

1. Provide assistance in making informed decisions about participation in the criminal/civil justice systems and the preparations needed, when appropriate.
2. Be physically present at and provide emotional and practical support leading up to law enforcement and prosecution interviews, court hearings, trial, sentencing, and parole and commutations board hearings.
3. Assist service participants in preparing for court, including providing courtroom/courthouse tours, assistance writing victim impact statements, informing the victim and/or non-offending caregiver of their rights in legal settings including special accommodations for children in the courtroom.
4. Participate in MDT case review to gather information on behalf of client and/or share information about child/family's needs or concerns with written permission.

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5. Actively monitor/track cases through the legal system and provide updates to the family on case status and criminal justice events.
6. Assist with personal protective orders/no-contact/and violations of such orders.
7. Consult/coordinate with others involved in the investigation/prosecution of client's case at the request of the client (such as Prosecuting Attorney's Office, law enforcement agencies, Children's Protective Services) with written permission of service recipient regarding specific aspects of an individual case.

Service #16: Systems Change and Coordination – Child Advocacy Centers Only

Service Definition:

Systems change is the grantee identifying areas within the agencies and programs in a community that are responsible for service delivery and systems response to victims of child abuse that are in need of change in order to provide more effective, child-centered, trauma-informed services to victims/survivors of abuse and their non-offending family members services. Systems coordination involves the development of both formal and informal working relationships and agreements with the identified agencies and programs. Systems change and coordination includes recognizing and addressing the needs of under-represented and/or culturally marginalized groups.

Service Description:

1. The Grantee shall work collaboratively as part of a multidisciplinary team (MDT) comprised of law enforcement, child protection, prosecution, medical, and mental health professionals.
2. The Grantee shall participate in developing, evaluating, and updating joint protocols and/or MOUs addressing the community's MDT response to incidents of child abuse and services available for child victims and their non-offending family members. Such protocols/MOUs should exist for every county in the Grantee's service area. Joint protocols/MOUs should be reviewed and updated once every 2-3 years at minimum. Where protocols/MOUs do not exist, such as in underserved communities, the Grantee shall actively collaborate with relevant agencies to work towards protocol/MOU development.
3. The Grantee shall coordinate, facilitate, and/or participate in MDT case review meetings. MDT Case Review is a formal process in which the grantee participates, on a routine basis, in a multidisciplinary discussion regarding the investigation, case status, and services needed by a child abuse victim and their non-offending family members. All members of the MDT including appropriate CAC staff, as defined by the needs of the case, are routinely involved in case review.
4. The Grantee shall track cases from CAC referral to final case disposition when information is available.
5. The Grantee shall organize/offer training opportunities for MDT partners.
6. The Grantee shall assess and work to address gaps in or barriers to services and/or systems response to child abuse.

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7. The Grantee shall work to increase collaboration and cooperation among systems that interact with child abuse victims.

Service #17: Trauma-Informed Therapy – Child Advocacy Centers Only**Service Definition:**

Trauma-informed therapy is a voluntary, confidential, professional relationship with the primary purpose of utilizing trauma-informed, culturally honoring practices - and evidence-based practices when appropriate - to assess and address the effects of abuse, trauma, and/or co-occurring mental health issues. Trauma-informed therapy describes individual or family therapy, and could include but is not limited to traditional, cultural, or alternative healing. At a minimum, CACs must provide trauma-informed therapy for child victims. The Grantee may also provide therapy to non-offending family members. This service must be provided by a person who meets professional standards to provide these services in the jurisdiction in which the care is administered including training and clinical supervision in the method/approach.

Service Description:

The Grantee shall provide specialized trauma-informed therapy services designed to meet the unique needs of the child abuse victims on-site or through a Memorandum of Understanding (MOU)/linkage agreement/subcontract with another organization.

1. MOUs/linkage agreements/subcontracts should ensure that trauma-informed therapy is available regardless of ability to pay.
2. MOUs/linkage agreements/subcontracts shall ensure that all requirements outlined below are met by the service provider, the Grantee, or some combination of the two.

The Grantee shall:

1. Provide or provide for counseling/therapy to primary (and optionally secondary) victims of child abuse based on the empowerment philosophy and a trauma-informed approach.
2. Utilize or ensure the use of trauma-specific assessments, standardized assessment tools, and individualized treatment plans.
3. Provide active listening and emotional support, information about the ongoing effects and reactions to victimization, and problem solving to address practical and emotional issues. Provide or provide for communication aids for victims that have limited English proficiency or a disability that affects their ability to communicate. This may include a language line, texting, or distributing translated documents, as well as translations provided via staff/volunteers or a contract with an outside agency/service.
4. Ensure that services accommodate the schedules of victims/survivors.
5. Provide childcare and/or transportation assistance to allow for participation in services, if needed.
6. Ensure that staff/contractors/partners providing counseling/therapy services defined above meet professional standards to provide these services in the jurisdiction in which the care is administered.

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7. Ensure that staff/contractors/partners providing counseling/therapy services receive regular clinical supervision and/or supervision related to the techniques/modalities utilized.
8. Ensure that victims with mental health needs outside of the scope of practice of staff are referred for appropriate services.

Service #18: Specialized Medical Evaluation of Child Abuse – Child Advocacy Centers Only

Service Definition:

Specialized medical evaluation is victim-centered, culturally honoring, and trauma-informed medical and forensic evaluation for victims of child sexual abuse/assault in emergent and/or non-emergent cases. Emergent and non-emergent evaluation may also be available for victims/survivors of physical abuse or neglect.

Service Description:

The Grantee shall provide specialized medical evaluations for the child abuse victim on-site or through a MOU/linkage agreement/subcontract with another organization.

1. MOUs/linkage agreements/subcontracts should ensure that specialized medical evaluation is available regardless of ability to pay.
2. MOUs/linkage agreements/subcontracts shall ensure that all requirements outlined below are met by the service provider, the Grantee, or some combination of the two.

The Grantee shall:

1. Provide or ensure the availability of emergent medical examinations for child victims of sexual abuse (i.e., sexual assault forensic medical exams) based on based on pre-determined criteria.
2. Provide or ensure the availability of non-emergent medical evaluations for child victims of sexual abuse based on pre-determined criteria.
3. In the course of providing care, perform the following or ensure the following are performed:
4. Describe the medical exam and options for evaluation and treatment.
5. Ensure victim and/or parent/guardian are informed of right to withdraw consent for portion of the exam and right to terminate exam at any point.
6. Discuss options for reporting to law enforcement and releasing kit/records of exam to law enforcement. Ensure victim/survivor and/or parent/guardian have accurate information about their options and their decisions are respected.
7. Conduct medical history interview.
8. Conduct and document exam as deemed appropriate for the circumstances of abuse, type of exam, and age of the victim, which may include:
9. Completion of Sexual Assault Evidence Collection Kit
10. General wellness or “well child” exam
11. Anal, oral, and/or genital exam
12. Photo-documentation of injuries
13. Ordering laboratory tests (e.g., tests for sexually transmitted infections or pregnancy)

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14. Dispensing pharmaceuticals (e.g., prophylactic drugs)
15. Discuss after-care and treatment options; give appropriate referrals for advocacy and counseling,
16. Collaborate with victim advocate, law enforcement, child welfare, and other medical personnel at the request of the victim to provide victim-centered care.
17. Ensure that medical evaluations are provided by health care providers with pediatric experience and child abuse expertise.
18. Providers of sexual assault forensic medical exams must be either (1) a certified SANE-A or SANE-P or (2) have met the educational requirements set forth by the International Association of Forensic Nurses (IAFN) for sexual assault forensic medical exams and practice under supervision of a qualified medical professional.
19. Providers of non-emergent medical evaluation must be either (1) a physician with Child Abuse Pediatrics Sub-Board eligibility or certification or (2) a physician with a minimum of 16 hours of formal didactic training in child abuse evaluation.

Service #19: Statewide Twenty-four Hour Crisis Call Hotlines - SDVH and SSAH only

The Grantee providing statewide domestic violence and/or sexual assault hotline services, shall ensure availability of trained staff and/or volunteers by telephone, chat, and text 24 hours per day to provide crisis counseling, emotional support, information, and referral for victims of domestic violence located in the state of Michigan.

The Grantee providing 24-hour Hotline shall:

1. Provide support to primary and secondary victims of crime based on an empowerment philosophy and a trauma-informed approach. Provide active listening, emotional support, and general information about the victimization.
2. Maintain documentation of crisis hotline contacts with all victim/survivors including the nature, date and length of contact, reason for seeking assistance, advocacy, safety planning, options presented and discussed, and information and referral provided, and number(s) of individuals served. Additionally, documentation of crisis line usage should include:
 - a. Language spoken by client
 - b. Any accommodations needed by the client
 - c. Client county of origin
 - d. Callers' relation to the survivor, if willing to provide
 - e. Outcome of the call/contact
3. Provide for a 24-hour per day crisis intervention telephone hotline operated by fully trained staff. Topics to be covered in staff training include:
 - a. Crisis and emergency response
 - b. Safety planning
 - c. Nature and dynamics of domestic violence
 - d. Impact of domestic violence on people from diverse communities, identities, and abilities

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- e. Empathetic and trauma informed intersectional response
 - f. Confidentiality
 - g. Healthcare and medical forensic exam options and rights
 - h. Basic information about legal options and systems response including law enforcement response, children's protective services, and Title IX
 - i. Crime victim's rights
 - j. Crime Victim's Compensation
 - k. Providing support via SMS and chat
 - l. Suicidality support
4. Provide regular supervision and review of performance for hotline staff.
 5. Collect and analyze call volume data to ensure hotline is appropriately staffed based on call volume.
 6. Maintain internal resources to support the work of hotline staff.
 7. Develop and maintain a process and/or procedures for providing information about and referral to DVS or other state funded programs or state agencies that provide services, assistance, or safety options to domestic violence and abuse victims including sexual assault and domestic violence service programs, child advocacy centers and other state funded programs or Michigan agencies as identified by grantee or DVS.
 8. Facilitate warm referrals between victims/survivors requesting assistance and other organizations when appropriate, including local victim service providers, DVS Crime Victim's Compensation staff, and other DVS- or State of Michigan-funded organizations.
 9. Not provide referrals to programs or services that discriminate based on age, gender, religion, or sex. Grantee policy should also prohibit referral to private practitioners or entities that charge for services unless DVS and grantee mutually agree upon inclusion on a case-by-case basis.
 10. Provide or provide for communication aids for victims with disabilities or limited English proficiency that affects their ability to communicate.
 11. Engage in ongoing quality improvement evaluation.
 12. Assist caller in identifying their needs.
 13. Provide information verbally about available resources/services.
 14. Provide active listening and emotional support.

**Division of Victim Services Grant Programs
PERFORMANCE / PROGRESS REPORT**

The Grantee shall submit the following reports to the Michigan Department of Health and Human Services (MDHHS) Division of Victim Services (DVS) to account for the status and effectiveness of activities performed under each Agreement as requested:

Reporting Grid

Reports are due 30 days after the end of the reporting period (i.e., October reports would be due November 30)

System/Mode Used	EGrAMS EGrAMS : Home (egrms-mi.com)	DVSGMS (IGX) https://milogintp.michigan.gov	Email to MDHHS-MDSVPTB-Reporting-folder@michigan.gov
Monthly			
Financial Status Report (FSR)	X		
Quarterly			
Performance Measures			X
Annually			
	Fiscal Questionnaire	Annual Certification	
	Obligation FSR (mid-September)	Annual Inspection	
	Final FSR (October 30)		
	Equipment Inventory ₁		
Throughout the Fiscal Year as Needed Before Purchasing			
Procurement Certification and FSR ₂	X ₂		
₁ Grantees with procurement purchases of \$5,000 or more per unit budgeted.			
₂ For purchases \$5,000 or more per unit, a Procurement Certification form and grantee’s procurement policy must be submitted to MDHHS-DVS@michigan.gov for approval prior to purchase. Receipt for approved purchase must be uploaded to FSR for the month the expense occurred.			

NOTE: DVS may request additional reports as needed.

If the Grantee does not meet reporting obligations, DVS reserves the right to issue a stop work order until reports are submitted, or alternative arrangements are made with DVS.