



**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

October 9, 2025

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

**RE: Request to Accept an Increase in Appropriation for the FY 2026 STOP Violence Grant**

The Michigan Department of Health and Human Services has awarded the City of Detroit Police Department (DPD) with the FY 2026 STOP Violence Grant for a total of \$260,401.50. The State share is \$260,401.50 of the approved amount, and there is a required cash match of \$86,800.50. The total project cost is \$347,202.00. The grant was adopted in the FY 2026 budget in the amount of \$117,181.00. The grant was awarded at a higher amount than was budgeted. We are requesting to increase appropriation 21485, in the amount of \$230,021.00, to reflect the total project cost of \$347,202.00.

The objective of the grant is to increase the capacity of DPD's Domestic Violence unit. This grant will enable the department to pay salary, wages and benefits of three new domestic violence detectives. This is a reimbursement grant.

I respectfully ask your approval to accept the increase in appropriation funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:  
*Terri Daniels*  
4D2BEEE23C8D489...

Terri Daniels  
Director, Office of Development and Grants

CC:  
Sajjiah Parker, Assistant Director, Grants

Signed by:  
*Matt Spayth*  
17E14C346551267...  
Office of Budget

DocuSigned by:  
*Bryan Coe*  
32839D6BD723460...  
Agreement Approved as to Form  
By the Law Department



## Office of Development and Grants

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### 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 \$260,401.50, in order to pay salary, wages and benefits of three new domestic violence detectives; and

**WHEREAS**, the Grant was adopted in the FY 2026 budget under appropriation 21485, in the amount of \$117,181.00; and the grant was awarded at a higher amount than was budgeted; and

**WHEREAS**, the total project cost for the awarded grant is \$347,202.00, which includes a required cash match of \$86,800.50, and therefore we are requesting to increase appropriation 21485, in the amount of \$230,021.00, in order to reflect the total project cost of \$347,202.00; 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 increase the budget accordingly for appropriation number 21485, in the amount of \$230,202.00, which includes a cash match coming from appropriation 00380, for the FY 2026 STOP Violence Grant.

Agreement #: E20263487-00

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

**and**

**CITY OF DETROIT  
DBA: 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**

**STOP Violence Grant for Law Enforcement Agencies - 2026**

**Part 1**

**1. Period of Agreement:**

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

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

**A. Agreement Amount**

The total amount of this Agreement is \$347,202.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$260,401.50. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egrams-mi.com/mdhhs>).

The Agreement is designated as a:

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

The Agreement is designated as:

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

**B. Equipment Purchases and Title**

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

**C. Deviation Allowance**

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

**3. Purpose:**

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

**4. Statement of Work:**

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

**5. Financial Requirements:**

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

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

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

**7. General Provisions:**

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



**10. Special Conditions:**

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board, and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The funding provided by the Department under this Agreement is in exchange for all of the duties and restrictions placed on the Grantee through this Agreement.
- D. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- E. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- F. The Grantee is required by MCL 18.1101 *et seq* to receive payments by electronic funds transfer.

**11. Special Certification:**

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

**12. Signature Section:**

**FOR the GRANTEE  
City of Detroit**

Abby LaFramboise Director

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Name	Title	Date
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**For the Michigan Department of Health and Human Services**

Terri Smith 10/08/2025

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Terri Smith, Director	Date
Bureau of Grants and Purchasing	

**Part 2**  
**General Provisions**

**I. Responsibilities - Grantee**

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

**A. Publication Rights**

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

**B. Fees**

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

**C. Grant Program Operation**

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

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

**D. Reporting**

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

**E. Record Maintenance/Retention**

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

**F. Authorized Access**

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

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

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

**G. Audits**

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

1. Required Audit or Audit Exemption Notice

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

a. Single Audit

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

b. Financial Related Audit

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

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related

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

2. Financial Statement Audit

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

3. Due Date and Where to Send

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

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

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

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

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

**H. Subrecipient Monitoring**

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

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

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

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

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

**I. Notification of Modifications**

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

**J. Software Compliance**

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

**K. Human Subjects**

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

**L. Mandatory Disclosures**

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

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

**M. Statement of Work Progress Reports**

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

**N. Conflict of Interest and Code of Conduct Standards**

- 1. Be subject to the provisions of MCL 15.321 *et seq*, as amended, MCL Act 15.341 *et seq*, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and be prohibited from the following:
  - a. Holding or acquiring an interest that would conflict with this Agreement;
  - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
  - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
  - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.

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

**O. Travel Costs**

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

**P. Federal Funding Accountability and Transparency Act (FFATA)**

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

**Q. Insurance Requirements**

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

- b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
- c. Be provided by a company with an A.M. Best rating of “A-” or better and a financial size of VII or self or governmental self-insurance.

2. Insurance Types

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

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

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

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

**R. Fiscal Questionnaire**

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

**S. Criminal Background Check**

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
  - a. ICHAT: Home Page - ICHAT Menu (michigan.gov)
  - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
  - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
  - a. Central Registry: [https://www.michigan.gov/mdhhs/0,5885,7-339-73971\\_7119\\_50648\\_48330-180331--,00.html](https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html)
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee, or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

**T. Real Property Acquisitions**

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

**II. Responsibilities - Department**

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

**A. Reimbursement**

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

**B. Report Forms**

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

**III. Assurances**

The Grantee gives the following assurances to the Department:

**A. Compliance with Applicable Laws**

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

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

**B. Anti-Lobbying Act**

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

**C. Non-Discrimination**

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.2101 *et seq.*) and the Persons with Disabilities Civil Rights Act (MCL 37.1101 *et seq.*), and any breach thereof may be regarded as a material breach of this Agreement.
3. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C.

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

**D. Debarment and Suspension**

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

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

offenses enumerated in section 2;

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

**E. Pro-Children Act**

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

**F. Hatch Act and Intergovernmental Personnel Act**

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

**G. Employee Whistleblower Protections**

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

**H. Clean Air Act and Federal Water Pollution Control Act**

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

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

**I. Victims of Trafficking and Violence Protection Act**

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

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

**J. Procurement of Recovered Materials**

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

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

**K. Subcontracts**

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

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

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

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

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

- c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

**L. Procurement**

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

**M. Health Insurance Portability and Accountability Act**

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

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

for the purposes of this Agreement.

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

**N. Website Incorporation**

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

**O. Survival**

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

**P. Non-Disclosure of Confidential Information**

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.
2. Meaning of Confidential Information  
For the purpose of this Agreement the term "confidential information" means all information and documentation that:
  - a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
  - b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
  - c. Should reasonably be recognized as confidential information of the disclosing party;
  - d. Is unpublished or not available to the general public; or
  - e. Is designated by law as confidential.
3. The term "confidential information" does not include any information or documentation that was:
  - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
  - b. Already in the possession of the receiving party without an obligation of confidentiality;
  - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
  - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
  - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through, or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential

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

**Q. Cap on Salaries**

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

**IV. Financial Requirements**

**A. Operating Advance**

1. Operating Advance Requests

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

- a. The Grantee must ensure all requests for an operating advance are prepared and submitted in accordance with the specific guidelines and procedures as outlined in Part II, Chapter 10, Section 200 of the Financial Management Guide. FMG
- b. The Grantee must address all requests for an operating advance to the Contract Manager, as identified in Part 1, Section 8 of this grant agreement.
- c. The request must be submitted in writing on the Grantee's official letterhead and include the following information:
  1. Grant program name;
  2. Grantee agency name;
  3. Grant agreement number;
  4. Amount of the advance being requested;
  5. A detailed schedule of expenditures covered by the amount of the advance request, including dates that the expenses are expected to be incurred;

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

2. Operating Advance Administration

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

- a. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
- b. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
- c. Recovery of the operating advance shall be made through deductions from each payment to the grantee during the fiscal year in which the operating advance was issued.
- d. The Department reserves the right to accelerate the rate of recovery when, in the sole opinion of the Department, the amount of previous and/or future billings is anticipated to be less than the need to assure full recovery of the operating advance from the current year's award. In such a case, payments may be adjusted to recover up to 100% of the outstanding operating advance from a single billing
- e. The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or end date of this Agreement, whichever is earliest. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.
- f. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is earliest, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

**B. Reimbursement Method**

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

**C. Financial Status Report Submission**

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://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. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

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

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

**D. Reimbursement Mechanism**

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

**E. Final Obligations and Financial Status Reporting Requirements****1. Obligation Report**

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

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

2. Department Fiscal Year-End Closing

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

3. Final FSRs

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

**F. Recoupment**

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

1. Unobligated Funds

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

2. Misused Funds

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

3. Outstanding Operating Advances

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

**G. Indirect Costs**

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

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

**V. Agreement Termination**

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

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.
- C. Immediately if the Grantee, as determined by the State:
  - 1. Endangers the value, integrity, or security of any facility, data, or personnel; or,
  - 2. Engages in any conduct that may expose the State to liability; or
  - 3. Violates this agreement.
- D. Immediately by mutual agreement of both parties.

**VI. Stop Work Order**

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

**VII. Final Reporting Upon Termination**

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

**VIII. Severability**

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

**IX. Waiver**

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

**X. Amendments**

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

**XI. Liability**

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

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, anyone directly or indirectly employed by the Grantee, or anyone performing activities at the direction of the Grantee under this agreement.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions. The Department is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- C. In the event of data and/or security breaches, the Grantee must:
  1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;
  2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with compromised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
  3. Perform or take any other actions required to comply with applicable law as a result of the occurrence, including pay for: any costs associated with the occurrence, any costs incurred by the Department in

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

**XII. State of Michigan Agreement**

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

**A Attachment A - Statement of Work**

- Objective :** Increase the Capacity of DPD's Domestic Violence unit.
- Activity :** Identify and on-board and train 2 new DV Detectives to work alongside one DV Detective already in the DV Unit.
- Responsible Staff :** DV Captain and other leadership
- Date Range :** 10/01/2025 - 12/31/2025
- Expected Outcome :** Increased capacity of the DV Detective team.
- Measurement :** On-boarding and detective training completed
- 
- Objective :** Adopt and consistently apply a comprehensive domestic violence policy that prioritizes victim safety and offender accountability.
- Activity :** Investigate domestic violence incidents, make arrests, prepare search warrants
- Responsible Staff :** DV Detectives
- Date Range :** 10/01/2025 - 09/30/2026
- Expected Outcome :** Increased number of arrests and successful prosecutions, resulting in increased victim safety.
- Measurement :** Number of arrests  
Number of successful prosecutions  
Number of satisfactory contacts between victims and service providers.
- 
- Activity :** Refer victim to Sisters Against Abuse Society to connect them to victim support agencies, medical services, housing if needed and other resources.
- Responsible Staff :** DV Detectives
- Date Range :** 10/15/2025 - 09/30/2026
- Expected Outcome :** Victim feels safe, respected and cared for.  
Victims feel emotionally prepared to testify.  
Victims make progress towards independence
- Measurement :** Number of referrals made. Types of services and support. Progress documented by DPD, SAAS and other service providers.
- 
- Activity :** Accompany victims to court and work with the Wayne County Prosecutors Office to ensure effective prosecutions.
- Responsible Staff :** DV Detectives
- Date Range :** 10/15/2025 - 09/30/2026
- Expected Outcome :** Victims prepared for and willing to testify
- Measurement :** Increased number of successfully prosecutions.

**B1 Attachment B1 - Program Budget Summary**

<b>PROGRAM</b> STOP Violence Grant for Law Enforcement Agencies - 2026			<b>DATE PREPARED</b> 10/8/2025		
<b>CONTRACTOR NAME</b> City of Detroit			<b>BUDGET PERIOD</b> From : 10/1/2025 To : 9/30/2026		
<b>MAILING ADDRESS (Number and Street)</b> 1301 Third Street 6th Floor			<b>BUDGET AGREEMENT</b> <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment		<b>AMENDMENT #</b> 0
<b>CITY</b> Detroit	<b>STATE</b> MI	<b>ZIP CODE</b> 48226-2503	<b>FEDERAL ID NUMBER</b> 38-6004606		

	Category	Total	Amount	Cash	Inkind
<b>DIRECT EXPENSES</b>					
<b>Program Expenses</b>					
1	Salary and Wages	266,055.00	199,541.25	66,513.75	0.00
2	Fringe Benefits	81,147.00	60,860.25	20,286.75	0.00
3	Employee Travel and Training	0.00	0.00	0.00	0.00
4	Supplies and Materials	0.00	0.00	0.00	0.00
5	Subawards - Subrecipient Services	0.00	0.00	0.00	0.00
6	Contractual - Professional Services	0.00	0.00	0.00	0.00
7	Communications	0.00	0.00	0.00	0.00
8	Grantee Rent Costs	0.00	0.00	0.00	0.00
9	Space Costs	0.00	0.00	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00	0.00	0.00
11	Client Assistance - Rent	0.00	0.00	0.00	0.00
12	Client Assistance - All Other	0.00	0.00	0.00	0.00
13	Other Expenses	0.00	0.00	0.00	0.00
14	Volunteer Salary and Wages	0.00	0.00	0.00	0.00
15	Volunteer Fringe Benefits	0.00	0.00	0.00	0.00
16	Volunteer Training	0.00	0.00	0.00	0.00
<b>Total Program Expenses</b>		347,202.00	260,401.50	86,800.50	0.00
<b>TOTAL DIRECT EXPENSES</b>		347,202.00	260,401.50	86,800.50	0.00
<b>INDIRECT EXPENSES</b>					
<b>Indirect Costs</b>					
1	Indirect Costs	0.00	0.00	0.00	0.00
2	Cost Allocation Plan (CAP)	0.00	0.00	0.00	0.00
<b>Total Indirect Costs</b>		0.00	0.00	0.00	0.00

Category	Total	Amount	Cash	Inkind
<b>TOTAL INDIRECT EXPENSES</b>	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>347,202.00</b>	<b>260,401.50</b>	<b>86,800.50</b>	<b>0.00</b>

**SOURCE OF FUNDS**

Category	Total	Amount	Cash	Inkind
<b>1 Source of Funds</b>				
MDHHS State Agreement	260,401.50	260,401.50	0.00	0.00
Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
Local	86,800.50	0.00	86,800.50	0.00
Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
Federal	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00
In-Kind	0.00	0.00	0.00	0.00
Volunteer	0.00	0.00	0.00	0.00
Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
<b>Total Source of Funds</b>	<b>347,202.00</b>	<b>260,401.50</b>	<b>86,800.50</b>	<b>0.00</b>
<b>Totals</b>	<b>347,202.00</b>	<b>260,401.50</b>	<b>86,800.50</b>	<b>0.00</b>

**B2 Attachment B2 - Program Budget - Cost Detail Schedule**

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
<b>DIRECT EXPENSES</b>								
<b>Program Expenses</b>								
<b>1 Salary and Wages</b>								
Specialist Notes : DPD is requesting funds for 3 DV Detectives at a salary of \$88,685 each. DPD will provide a 25% cash match of \$46,434.	3.0000	88685.000	0.000	FTE	266,055.00	199,541.25	66,513.75	0.00
<b>2 Fringe Benefits</b>								
All Composite Rate Notes : DPD's fringe rate for these positions is 30.25% of the salary.  Fringes include Pension (DPB/DCP), Hospitalization, Social Security, Unemployment, Workers Compensation, Workers Comp-Medical, Unused Retirement Sick Leave, Longevity, Group Life Insurance, Eye Care-Active, income protection, Dental-Active Healthcare Reserve.  DPD will apply \$40,000 of its cash match to this item.	0.0000	30.500	266055.000		81,147.00	60,860.25	20,286.75	0.00
<b>3 Employee Travel and Training</b>								

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
	Employee Travel and Training					0.00	0.00	0.00	0.00
4	<b>Supplies and Materials</b>								
5	<b>Subawards - Subrecipient Services</b>								
6	<b>Contractual - Professional Services</b>								
7	<b>Communications</b>								
8	<b>Grantee Rent Costs</b>								
9	<b>Space Costs</b>								
10	<b>Capital Expenditures - Equipment &amp; Other</b>								
11	<b>Client Assistance - Rent</b>								
12	<b>Client Assistance - All Other</b>								
13	<b>Other Expenses</b>								
14	<b>Volunteer Salary and Wages</b>								
15	<b>Volunteer Fringe Benefits</b>								
16	<b>Volunteer Training</b>								
	<b>Total Program Expenses</b>					347,202.0 0	260,401.50	86,800.50	0.00
	<b>TOTAL DIRECT EXPENSES</b>					347,202.0 0	260,401.50	86,800.50	0.00
<b>INDIRECT EXPENSES</b>									
<b>Indirect Costs</b>									
1	<b>Indirect Costs</b>								
2	<b>Cost Allocation Plan (CAP)</b>								
	<b>Total Indirect Costs</b>					0.00	0.00	0.00	0.00
	<b>TOTAL INDIRECT EXPENSES</b>					0.00	0.00	0.00	0.00
	<b>TOTAL EXPENDITURES</b>					<b>347,202.0 0</b>	<b>260,401.50</b>	<b>86,800.50</b>	<b>0.00</b>

- B3**    **Attachment B3 - Equipment Inventory Schedule**  
[Attachment B3 - Equipment Inventory Schedule](#)
- C**     **Attachment C - Performance Report Requirements**  
[Attachment C - Performance/Progress Report Requirements](#)
- E**     **Attachment E - Program Requirements**  
[Attachment E - Program Specific Requirements](#)



## Michigan Division of Victim Services

### Reporting Requirements – FY 2026

Reports are due 30 days after the end of the reporting period.

System	Monthly	Quarterly	Semi-Annual	Annual
Egrams <a href="#">EGrAMS : Home</a> <i>All Grantees</i>	Financial Status Report (FSR)	Work Plan Report		<ul style="list-style-type: none"> <li>• Fiscal Questionnaire</li> <li>• FSR Obligation Report</li> </ul>
DMSGMS (IGX) <a href="https://milogintp.michigan.gov/">https://milogintp.michigan.gov/</a>	Activity Report		Semi Annual Activity/ Narrative Report	<ul style="list-style-type: none"> <li>• Annual Certifications</li> <li>• Annual Inspection Certification</li> </ul>
VAWAMEI.org NOTE: Grantee link changes annually and is released in mid-February.				<ul style="list-style-type: none"> <li>• STOP Annual Progress Report</li> <li>• SASP Annual Progress Report</li> </ul>

**DIVISION OF VICTIM SERVICES****Attachment E****STOPL Grant  
FY 2026****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 (including linguistic, geographic, religious, economic, ethnic, racial, developmental, disability, sexual orientation, and gender identity) of victims/survivors and their loved ones in a safe, inclusive, and welcoming environment.

**B. Client Records – (STOPL, STOPP 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)-Division of Victim Services (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.

**DIVISION OF VICTIM SERVICES****Attachment E**

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:

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 Department of Justice (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 information on training requirements.

**D. 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 (except as specifically allowed)
  - 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 and inclusive
  - d. Empowering to individuals served and
  - e. Compatible with the DVS Guiding Statement. (See DVS Grantee Guidelines for Guiding Statement).
2. The Grantee must adhere to the DVS Grantee Guidelines.

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**Attachment E**

3. The Grantee shall notify the MDHHS-DVS, in writing, of organizational changes. (See DVS Required Notifications in DVS Grantee Guidelines).
4. DVS-funded organizations must have a conflict-of-interest policy. Grantees, except for Federally recognized Tribes, must report any conflicts or potential conflicts of interest to DVS. (See Conflict-of-Interest Policies in DVS Grantee Guidelines.)

**E. Program Administration**

The Grantee shall provide administrative oversight according to the following guidelines:

1. Assume full responsibility for the day-to-day management of the organization.
2. Conduct the administration of staff and volunteers in accordance with applicable professional, ethical, and legal principles.
3. Recruit a diverse staff that is reflective of the community, clients served, and geographic in which the organization is located.
4. Complete annual health and safety inspections as required. 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 an inspection. Grantees must maintain a record of inspections for locations where an inspection is required. (See Inspection Requirements in DVS Grantee Guidelines.)
5. 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.
6. 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.)

**F. Fiscal Accountability**

The Grantee shall comply with the following fiscal accountability measures:

1. Account for and track funding expended as a part of this grant separately from other funding used to support the Grantee and Grantee activities.
2. Cash from grant funds may not be given directly to service participants.
3. Ensure that:
  - a. Budgeted expenses comply with Federal regulations, the terms of the agreement, and other policies impacting the allowability of expenses, and have documented prior approval, as needed, when the budget is submitted for review.
  - b. Funds are 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-DVS.
- c. Expenditures comply with Federal requirements. 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 impacting the allowability of expenses. Certain expenses may require prior approval, which should be in writing from MDHHS-DVS.
4. Install an accounting system to maintain a clear audit trail for each source of funding for each fiscal budget period Including but not limited to:
    - a. 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.
    - b. Itemized records supporting all grant receipts, expenditures, and match contributions in sufficient detail to show exact nature of activity.
    - c. Data and information for each expenditure and match contribution with proper reference to a supporting voucher or bill properly approved.
    - d. The Grantee must be able to provide supporting documentation for grant expenditures within 3 days of request by MDHHS-DVS for all expenditures charged to a grant including but not limited to:
      - i. Payroll authorizations and vouchers.
      - ii. Support for fringe benefits charges.
      - iii. Travel records (i.e., mileage logs, gas receipts, etc.) in accordance with Grantee policy.
      - iv. Billing records for consumable supplies (i.e., paper, printing, etc.) purchased.
      - v. Client assistance records (i.e., purpose/amount of purchase, client eligibility, etc.).
  5. Provisions for payment by check, electronic funds transfer, credit or debit card.
  6. Maintain lease agreements, contracted services, and equipment purchases that adhere to established procurement processes.
  7. Procurement Certification - "Procurement" is the process of choosing vendors, establishing payment terms, negotiating contracts, and purchasing goods and services. Procurement can include the purchase of services and/or equipment.
    - a. Submit Procurement Certification Form (<https://www.michigan.gov/mdhhs/-/media/Project/Websites/mdhhs/Division-of-Victim-Services/Grants-and-Funding/Grantees/Guidelines-Forms-and-Resources/Forms/Procurement/Procurement-Certification.docx?rev=b81e166b87f0440eb45b43539ae6b10f>) and obtain approval before the purchase of any qualifying expenditure.
    - b. Equipment is defined to be an article of non-expendable tangible personal property having a useful life of more than one (1) year and an acquisition cost of

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- \$10,000 or more per unit. 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.)
- c. Maintenance of inventory records for equipment purchased, rented, and donated.
  - d. Submit an annual Equipment Inventory Schedule on Egrams.
8. The Grantee must liquidate all accounts payable and encumbrances within 60 days after the end of the last day of the agreement period.
    - a. Accounts Payable – Obligations for good or services received, which have not been paid as of the end of the agreement period.
    - b. Encumbrance – Commitments at the end of the agreement period related to unperformed contracts for goods or services.
  9. The Grantee shall not exceed a contractor/consultant/training rate of \$650 per day or \$81.25 per hour.
  10. 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.
  11. Grantee shall ensure that all income generated as a direct result of services provided under this Agreement shall be accounted for and must be used for the purposes and under the conditions of this Agreement.
  12. 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.
  13. 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.

**G. 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

**DIVISION OF VICTIM SERVICES****Attachment E**

document the basis for each determination. The Grantee may consider the recency and type of crime when deciding. Failure to comply with this provision may be cause for immediate cancellation of this Agreement. In addition, the Grantee must further have a clearly defined written policy regarding acceptable screening practices of new staff members and volunteers who have direct access to clients and/or client's personal information. These screening practices serve to protect the organization and its clients. The Grantee must also assure that any subcontractors/subgrantees have both written policies.

If MDHHS determines that an individual provided services under this Agreement for any period prior to completion of the required checks as described above, MDHHS may require repayment of any and/or all billed services for the period that the required checks had not been completed.

**H. 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 based on 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.
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.

**I. 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.

**DIVISION OF VICTIM SERVICES****Attachment E****J. 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 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

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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.

**K. 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.

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.

**L. Assisting victims in applying for compensation benefits**

DVS grantees must aid 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.

**M. 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 Grantee 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 Grantee 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"

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specifically means medically accurate information about contraception, abortion, STI and HIV testing, HIV counseling, cancer screening, and HPV vaccination.

**N. Ineligible Costs and Activities**

DVS grant funding may not be used to support any of the following expenses. Additional restrictions and limitations can be found in the Allowability 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. Perpetrator rehabilitation (does not apply to STOPC grants).
4. Fines and penalties, except when incurred because of compliance with specific provisions of an award or contract, or with prior written approval.
5. Substance abuse counseling for victims when not related to victimization.
6. Bar charges/alcoholic beverages and/or food (except emergency food for victims).
7. Entertainment costs, including amusement, diversion, social activities, and any associated costs (e.g., gifts, tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.
8. Construction, capital improvements, land acquisition (purchase of real property) or mortgage payments.
9. Honoraria is unallowable when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for the recipient of the honorarium. A payment for services rendered, such as a speaker's fee under an award is allowable.
10. Expenses incurred outside of the grant period.
11. Fundraising (including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions), including direct costs for fundraising events, staff time to participate in fundraising events, grant writing, and time spent procuring funding including completing federal and state funding applications.
12. Inherently (or explicitly) religious activities.
13. Legal fees of applicant.
14. Lobbying and membership fees to organizations whose primary activity is lobbying.
15. Needs assessments, research projects and studies.
16. State and local taxes.
17. Services to perpetrators.

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18. Food and beverage costs for staff, board, volunteer, and/or for training without prior approval.
19. Development of written materials (newsletters, survivor handbooks, etc.).
20. Generalized statewide training or statewide training of allied professionals (e.g., law enforcement, social service agencies, or prosecutors) or curriculum development unless specifically required as part of the grant.
21. Promotional items and/or trinkets (items such as hats, mugs, portfolios, t-shirts, coins, gift bags, etc.), regardless of whether they include the grantees name.

**O. Event/Conference Restrictions**

**In general Grantee sponsored events/conferences are unallowable.** An event/conference is defined as a formal meeting, retreat, seminar, symposium, or training activity. An event/conference is typically a prearranged event with designated participants and/or registration, a published substantive agenda, and scheduled speakers or discussion panels on a particular topic. An **Event/Conference Approval Form** must be submitted and approval obtained prior to the event.

**P. 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>

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### Attachment E

#### Q. Program Specific Information

**Program Name:** STOP Violence Against Women Grant

**Legal Authority(ies):** 34 U.S.C. 10441, 10446 - 10451

**Federal Assistance #:** 16.588

**Purpose/Program Description:** The purpose of the Services-Training-Officers-Prosecutors (STOP) program is the implementation of comprehensive strategies that are sensitive to the needs and safety of victims and holding offenders accountable.

**Eligibility:** Victims/survivors ages 11 and up seeking criminal justice services as a result of a sexual assault, domestic violence, dating violence and/or stalking crime committed against said victim/survivor. Domestic violence under this grant agreement is limited to intimate partner violence and does not include violence between other family or household members.

**Determination of Eligibility:** Incident reports and/or charging documents describing eligible crimes.

#### R. Eligible Clients

1. Grantees must maintain documentation that cases are allowable under grant and consistent with proposed grantee project. Cases must be limited to domestic violence, dating violence, sexual assault and stalking defined as follows:
  - a. Domestic Violence – includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies.

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- b. Dating Violence – means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - the length of the relationship;
  - the type of relationship; and
  - the frequency of interaction between the persons involved in the relationship.
- c. Sexual Assault – means any attempted or committed nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
- d. Stalking –"Stalking" means a willful course of conduct involving repeated or continuing harassment of another individual that would cause a reasonable person to feel terrorized, frightened, intimidated, threatened, harassed, or molested and that actually causes the victim to feel terrorized, frightened, intimidated, threatened, harassed, or molested. MCL 750.411h

### S. Grantees must certify annually that:

1. They have fully implemented the use of Track-Kit, if proposing a non-tribal law enforcement project for sexual assault cases.
2. They do not charge a fee for service of Personal Protection Orders (PPO).

### T. All criminal justice projects must engage in trauma-informed victim-centered/offender-focused practices. Practices and policies shall:

1. Prioritize victim/survivor safety,
2. Provide victims (or surviving family members) with meaningful, safe, and authentic options about participation in the criminal justice process,
3. Take steps to minimize re-traumatizing victims or surviving family members,
4. Center investigations/prosecutions on the choices and actions of offenders rather than victim behavior and choices,
5. Recognize that many domestic violence and sexual assault offenders are serial offenders and may have multiple victims, and
6. Embrace a multi-disciplinary approach to victim response.

### U. Unallowable activities:

1. Investigation or prosecution of child abuse or child sexual abuse.
2. Services to victims under the age of 11.
3. Prevention education programs and crime prevention activities.
4. Couples counseling, family counseling or any other manner of joint victim-offender counseling as a routine or required response to sexual assault, domestic violence, dating violence or stalking, or in situations in which child sexual abuse is alleged.

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5. Offering or ordering anger management programs for offenders as a substitute for batterers intervention programs.
6. Research
7. The following activities/ projects are unallowable for non-tribal applicants:
  - a) The development of major training curricula for law enforcement or prosecution, except when that training/curriculum is incidentally necessary to implement a policy or protocol developed or updated with grant funds.
  - b) Projects to identify and conduct inventories of untested and backlogged sexual assault evidence kits.
  - c) Projects solely or primarily addressing the investigation or prosecution of cold domestic violence or cold sexual assault cases.
  - d) Batterer intervention programs.
  - e) Restorative justice initiatives.

### V. Initial and ongoing training

Initial and ongoing training is required. Staff supported by this grant are encouraged to participate in MDHHS-DVS designated training and/or technical assistance provided free of charge by the Prosecuting Attorney's Association of Michigan (PAAM) and/or the Michigan Commission on Law Enforcement Standards (MCOLES) and/or other DVS authorized training and must budget for staff travel for at least 3 days of off-site training.

### W. Project Coordination

One of the fundamental purposes of VAWA is to give an equal voice to victim advocates in establishing the priorities for funding within a state. Not all victims of violence against women seek help from the criminal justice system; many instead turn to shelters, rape crisis centers and other programs for assistance. As a result, meaningful collaboration, defined in an up to date, signed Memorandum of Understanding with the community/tribal based domestic violence and/or sexual assault program in the geographic services area is required.

### X. Criminal justice project requirements: Trauma-informed victim --centered/offender-focused practices

1. All criminal justice projects will need to demonstrate that they engage in trauma informed victim centered and offender-focused practices. These are practices and policies that:
  - a) Prioritize victim/survivor safety
  - b) Provide victims (or surviving family members) with meaningful, safe, and authentic options about participation in the criminal justice process

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- c) Take steps to minimize re-traumatizing victims or surviving family members
- d) Center investigations on the choices and actions of offenders rather than victim behavior and choices.
- e) Recognize that many domestic violence (including dating violence), and sexual assault offenders are serial offenders and may have multiple victims, and embrace a multi-disciplinary approach to victim response.
- f) Under the STOP Formula Grant Program, a state, Indian tribal government, territorial government, or unit of local government will certify that their laws, policies, or practices ensure that no law enforcement officer, prosecuting officer or other government official will ask or require an adult, youth, or child victim of an alleged sex offense as defined under federal, tribal, state, territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense by a state, Indian tribal government, territorial government, or unit of local government.

**Y. Grantees cannot participate in activities that compromise victim safety including:**

- 1. Procedures or policies that exclude victims from receiving services based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.
- 2. Procedures or policies that require victims to take certain actions (e.g., seek an order of protection; receive counseling; participate in counseling, mediation, or restorative justice/circle processes; report to law enforcement or other authorities; seek civil or criminal remedies) or penalize them for failing to do so
- 3. Project designs, products, services, and/or budgets that fail to account for the unique needs of individuals with disabilities, with limited English proficiency, or who are deaf or hard of hearing, including accessibility for such individuals
- 4. Partnering with individuals or organizations that support/promote practices that compromise victim safety and recovery or undermine offender accountability
- 5. Policies or practices that discourage accepting cases that have little or no physical evidence
- 6. Procedures or policies that penalize victims of violence for failing to testify against their abusers or impose other sanctions on victims

**DIVISION OF VICTIM SERVICES**

**Attachment E**

7. Policies or procedures that require testing of sexual assault forensic evidence in cases where the victim obtained a medical forensic exam but has not chosen to participate in the criminal justice system  
(see <https://www.justice.gov/ovw/page/file/931391/download>)