STATE OF MICHIGAN

ISABELLA COUNTY TRIAL COURT
300 NORTH MAIN STREET
MT. PLEASANT, MICHIGAN 48858
TEL. (989) 772-0911

HON. ERIC R. JANES
CHIEF JUDGE
KERRI R. CURTISS
COURT ADMINISTRATOR

HON. STUART BLACK
TRIAL JUDGE
HON. J.E.B. ALLEN
TRIAL JUDGE
HON. SARA SPENCER-NOGGLE
TRIAL JUDGE

Staff Report

TO: Board of Commissioners
Finance Committee as a Whole

FROM: Kerri Curtiss, Court Administrator
Andrew Foster, CCAB Coordinator

DATE: October 20, 2026

RE: FY2027 Community Corrections Grant Award – $100,000

BACKGROUND

The Michigan Department of Corrections has awarded Isabella County $100,000 in Community Corrections funding for FY2027, compared to the original grant request of $149,129.50. The funding supports programming aimed at reducing prison commitments through rehabilitative services and alternatives to incarceration.

The reduced award will limit available programming and the County's ability to recover associated costs from the State.

ALTERNATIVES

None.

FINANCIAL IMPACT

The $49,129.50 reduction in funding required the following adjustments to the proposed budget:

Program/Expense	Revised Budget
Thinking Matters	$0.00
Electronic Monitoring	$23,862.77
Pretrial Assessments	$7,577.23
Administrative Reimbursement	$29,500.00
OMSP Tri-Cap	$39,060.00
Total Grant Award	**$100,000.00**

Due to the reduction in OMSP Tri-Cap funding, the program will accommodate only three enrollments rather than the eight originally proposed. Reduced electronic

monitoring funding will also require more individuals to self-pay, potentially creating financial barriers to complying with court orders.

Thinking Matters and pretrial assessments will continue as part of existing Court operations; however, the County will not receive state reimbursement for Thinking Matters or for assessment-related staff time once the applicable funding is exhausted.

Additional state funding may become available later in the fiscal year, with a determination expected near the end of the second quarter. We may also pursue other funding sources, including the 2% Tribal Fund or opioid remediation funding, to support continued programming.

RECOMMENDATION

We recommend that the Board of Commissioners approve acceptance of the FY2027 Community Corrections grant award in the amount of $100,000 and authorize the Chairman of the Board of Commissioners to sign the grant award.

ATTACHMENT

FY2027 Community Corrections Grant Award and Amended Budget

STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
P.O. BOX 30003
LANSING, MICHIGAN 48909

GRANT NO. Isabella County CCAB-CCP-2027-00008

between
THE DEPARTMENT OF CORRECTIONS
and

GRANTEE NAME AND ADDRESS: **Isabella County** **300 N Main st.** **Mount Pleasant, Michigan 48858**	GRANTEE TELEPHONE: **(989) 317-4161**
GRANTEE CONTACT: **Andrew Foster**	MDOC CONTACT: **Douglas Clark**
DESCRIPTION OF GRANT: **Office of Community Corrections - Pursuant to Michigan Public Act 511, funding supports local approved Comprehensive Corrections Plans that impact State Board priorities, target populations, and key objectives, through the use of evidence-based programming and services.**	
GRANT PERIOD: 1 Year FROM: **October 1, 2026** TO: **September 30, 2027**	
BUDGET INFORMATION: **TOTAL AUTHORIZED BUDGET: $100,000.00**	

FOR THE GRANTEE:

Isabella County CCAB

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Julie Hamp

Name

Deputy Director, MDOC

Title

Date

GRANT AGREEMENT TERMS

This GRANT AGREEMENT ("**Grant**") is agreed to between the State of Michigan Department of Corrections ("**MDOC**") and Isabella County ("**Grantee**"). This Grant is effective on October 1, 2025 ("**Effective Date**"), and unless terminated earlier as provided in this Agreement, expires on September 30, 2026 (the "**Term**").

PART I – PROGRAM REQUIREMENTS

1.0 Statement of Purpose

Funds awarded through this Grant are to provide services pursuant to the Community Corrections Act ("**CCA**"), 1988 PA 511, MCL 791.401, et seq; and are based upon Grantee's Comprehensive Corrections Plan, inclusive of the approved program descriptions and approved budget documents, and the Proposal to the State Advisory Board for Community Corrections ("**Grantee's Plan**"), and hereby made part of this Grant. Grantee's Plan outlines local goals, objectives, and priorities to decrease prison admissions and increase utilization of community-based sanctions and services for eligible participants and improve jail utilization. MDOC has approved Grantee's Plan and the award of Community Corrections funds for implementation of Grantee's Plan.

This Grant defines the roles and responsibilities of the Grantee and the MDOC and the terms and conditions which apply during the term of this Grant.

1.1 General Requirements

A. The Grantee must be a lawful entity duly established under the laws of the State of Michigan (the "**State**") and have the proper authority to apply for funds under this Grant as set forth in the CCA. Section 6 of the CCA, MCL 791.406, sets forth the governmental entities that have the proper authority to apply for funds, which include counties, cities, and regional advisory boards. Section 10 of the CCA, MCL 791.410, sets forth the criteria for a nonprofit to apply for funding.

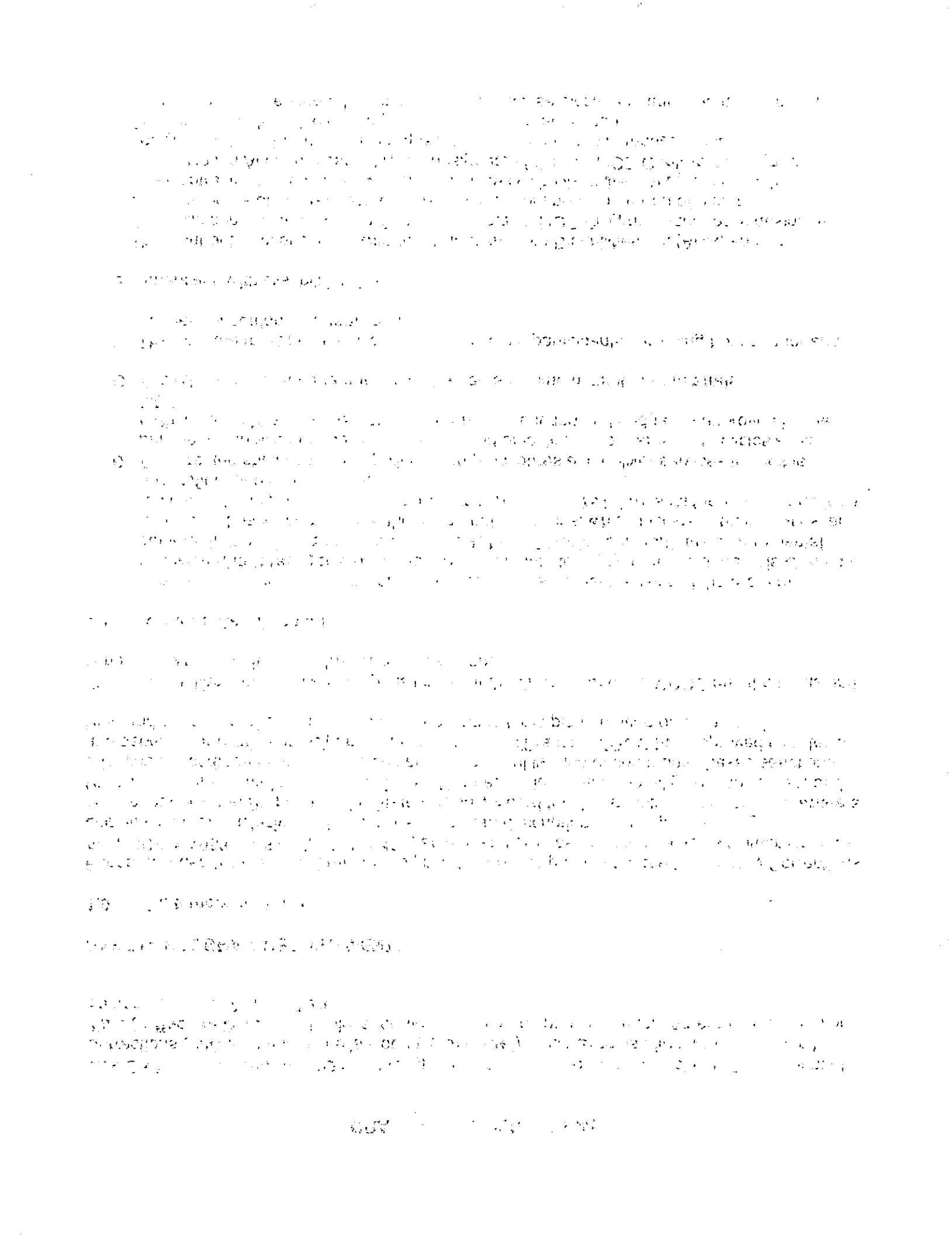
B. The Grantee shall implement policies and procedures and deliver services to eligible participants in accordance with the goals and objectives, standards and policies as set forth in the CCA and the Grantee's program description and budget as approved by the MDOC.

C. The MDOC does not guarantee the Grantee a minimum number of referrals.

D. The Grantee must provide services for all eligible participants, including transgender and gender nonconforming participants.

E. Americans with Disabilities Act

1. The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC Program Manager or designee within 24 hours of any request for reasonable accommodation for an offender.
2. The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC PMCD Contract Manager or designee within 24 hours of any request for reasonable accommodation made by Contractor's staff, including temporary and subcontractor staff.
3. Please Note: All reasonable accommodation aids, services, and equipment needed for



Contractor's staff, including temporary and subcontractor staff, is to be provided by the Contractor.

1.2 Staffing Requirements

A. Contractors and Subcontractors: Grantee has the right to select contractors and subcontractors to assist with the Grant.

B. Staffing Standards

1. Criminal Record:

Prior to Grantee's employee, contractor, or subcontractor (collectively "Grantee Staff") performing any services under the Grant, Grantee will ensure that no Grantee Staff (i) has a pending criminal prosecution, (ii) is under the supervision of a criminal justice agency for a felony, (iii) is required to register as a sex offender or (iv) has a felony conviction that occurred in the previous 5 years, unless MDOC's Grant Administrator or designee has provided prior written approval for the Grantee Staff to perform the work. Grantee Staff who have active warrants, are under criminal justice supervision, or are required to register as a sex offender shall not be appointed to perform any services unless MDOC's Contract Monitor or designee has provided prior written approval for the Grantee Staff to perform the work.

The Grantee shall ensure that no Grantee Staff related as an immediate family member to a participant is assigned to perform services in a program in which such participant is enrolled in, unless prior written approval to such an assignment has been obtained from the Grant Administrator via CAJ-202. "Immediate family member" includes: a participant's spouse, child, parent, stepparent, grandparent, grandchild brother, sister, parent-in-law brother-in-law sister-in-law, nephew, niece, aunt, uncle, first cousin, or the spouse or guardian of any persons described in this subdivision. The MDOC may request documentation, including but not limited to, an affidavit from Grantee Staff stating that no familial relation exists with a participant in the program in which he/she will be providing services.

C. Law Enforcement Information Network

1. Grantee employees that provide direct services to participants (prisoner, parolee, probationer, pretrial defendants), handle or may have access to participant records, or provides supervisory services to staff performing these functions, must complete the Law Enforcement Information Network (LEIN) Information Form at the start of the Grant and annually thereafter, as directed by the Michigan Department of Corrections.
2. The completed LEIN Information Form must be sent to the MDOC-PMCD-FOA-LEINS@michigan.gov and approved by MDOC prior to Grantee employees working with participants. There is no cost associated with the LEIN. The LEIN form will be provided to the Grantee.
3. Grantee must perform background checks on contractor and subcontractor staff prior to their assignment. Documentation must be provided upon request to the State of Michigan. Grantee ensures all costs associated with processing the background checks will be paid. The State, in its sole discretion, may also perform background checks. The background check must include the Michigan State Police Internal Criminal History Access Tool (ICHAT), or the municipal/federal equivalent. The Contractor must maintain a copy of the background check(s) for auditing purposes.
4. Grantee staff may be required to complete and submit an RI-8 Fingerprint Card for Fingerprint Checks to the MDOC.

D. Licensing:

The Grantee shall ensure its Grantee Staff that provide substance use outpatient and

assessment services are qualified and experienced in the contracted area of clinical treatment as follows:

Bachelors-level:

1. Must possess a bachelor's degree in the Behavioral Sciences (Social Work, Counseling, or Psychology)
2. Must possess appropriate state licensure and credentials at time of hire or an approved development plan in place with eligibility to obtain certification within six months of starting services.

The Grantee shall ensure its Grantee Staff that provide outpatient mental health services are qualified and experienced in the contracted area of counseling as follows:

Master's-level:

1. Must possess a master's degree or above in the Behavioral Sciences (Social Work, Counseling, or Psychology)
2. Must possess appropriate licensure through the State of Michigan to practice.
3. Must have one year of experience in the contracted treatment area.

Bachelors-level

1. Must possess a bachelor's degree in the Behavioral Sciences (Social Work, Counseling, or Psychology)
2. Must possess appropriate licensure through the State of Michigan to practice.
3. Must have three years of experience in the contracted treatment area.

Other combinations of education and experience the MDOC considers adequate to perform the necessary tasks effectively and efficiently, and which have been specifically approved by the MDOC may be allowed at the sole discretion of MDOC.

E. Training

In accordance with MDOC instruction, grantee employees, contractor(s) staff, and subcontractor(s) staff who provide direct services to participants must complete MDOC provided training before providing services under this grant. Exceptions may be made for transfers or employees with prior MDOC work experience in similar positions who have completed MDOC training previously. Contact the MDOC Contract Monitor with any questions concerning MDOC training.

1.3 Budget and Financial Reporting

A. All funds shall only be spent in accordance with this Grant

B. Changes in the budget require written approval of the MDOC. The Budget Adjustment Request form is Attachment A, Budget Adjustment Request (BAR) Form.

C. This Grant does not commit the State or the MDOC to approve requests for additional funds at any time.

D. Travel reimbursement shall be allowed solely in compliance with the State's Standardized Travel Regulations. The current Standardized Travel Regulations and travel rates authorized by the State may be found at http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html. Reimbursement of Out-of-State travel costs requires pre-approval of the MDOC

Grant Administrator.

E. Per State Community Corrections Board Policy: "Based on program performance utilization, targeting or appropriate participants, and/or adherence to evidence-based practice, the Office of Community Corrections, in its sole discretion, may amend an award. Adjustments will be forwarded to the Offender Success Administrator for their pre-approval."

Grantees have 15 calendar days from the date of notice to amend the award via a Budget Adjustment Request (BAR) or contact the Community Corrections Manager if they have questions or concerns.

If a BAR is not received within 15 calendar days, the State will amend the award via a BAR on the County's behalf and process a Change Notice to reflect the grantee's new award amount. If the Change Notice remains unsigned for 15 additional calendar days, it will be considered the County's agreement to the Change Notice.

1.4 Payment Schedule

Payments to the Grantee shall be made in accordance with the following terms:

A. The MDOC shall reimburse the Grantee for all approved actual and incurred costs to support approved program and administrative activity up to the total amount authorized in the Grantee's Plan as the "**Total Authorized Budget**". MDOC will only pay for expenditures that occurred during the Term of the Grant. The Monthly Expenditure Reports must be emailed to MDOC-OCC@michigan.gov in Microsoft Excel format no later than 30 calendar days following the month in which expenses were incurred. General Ledger documentation supporting monthly expenditures shall be provided and additional supporting documentation may be requested to accompany the Monthly Expenditure Report. Expenditures not received prior to the 30th calendar day may be denied payment.

B. Payments are conditional upon the Grantee's submittal of all required monthly expenditure and program data, and responses to financial audits. All reports shall be completed in the format provided by the MDOC.

C. Program enrollments must be comprised of the target population identified within the approved program descriptions.

D. All group sessions for programming must have a minimum of 3 PA 511-eligible enrolled attendees to qualify as a group for billing purposes. Any exceptions must be pre-approved by the assigned OCC specialist/manager.

E. Pursuant to section 11 of the CCA, MCL 791.411:

1. Administrative costs shall not exceed 30% of the total funding recommended for the implementation of the comprehensive corrections plan (Total Authorized Budget). Reimbursement of all costs may be adjusted by the MDOC through a BAR and/or change notice process.

2. The money provided to a city, county, or counties under this section must not supplant current spending by the city, county, or counties for community corrections programs.

F. MDOC will only disburse payments under this Grant through Electronic Funds Transfer (EFT). Grantee must be registered with the State at http://www.michigan.gov/SIGMAVSS to receive electronic fund transfer payments. If Grantee is not registered, MDOC is not liable for failure to provide payment.

1.5 Program Eligibility

The Grantee shall ensure that participants receiving services under this Grant meet the eligibility

requirements approved by MDOC within the Grantee's Proposal to the State Advisory Board for Community Corrections.
Program eligibility overrides may be requested in writing to the assigned OCC Specialist. Once a response is provided it must be maintained in the participant's file.

1.6 Monitoring and Reporting Program Performance

A. Monitoring:

Data Program Participation and Offender Profile Data must be maintained within the data management system that is pre-approved by the MDOC and remain current throughout the term of the Grant. Grantee Staff shall complete a User Agreement Form (Attachment B), Security Agreement Data Processing (Attachment C), and State of Michigan Technical Standard 1340.00.130.02 Acceptable Use of Information Technology (Attachment D) for all staff entering data into the data management system and submit it to MDOC prior to any Grantee Staff completing data entry. The Grantee is responsible for notifying MDOC of the termination of any Grantee Staff with access to the data management system no later than 2 business days after termination or suspension of employment.

The Grantee must upload accurate program participation and offender profile data to the data management system approved by the MDOC no later than 30 calendar days after the end of each month. The Grantee must submit an accurate Quarterly Report (Attachment E) by email to your Community Corrections Specialist no later than 30 calendar days following the quarterly report period:

1. Quarter 1 is October 1 – December 31
2. Quarter 2 is January 1 – March 31
3. Quarter 3 is April 1 – June 30
4. Quarter 4 is July 1 – September 30

The Grantee shall enter accurate and timely program participation and offender profile data throughout the term of this Grant. Data and information shall be submitted in a format provided by the MDOC that includes, but is not limited to:

1. Data pertaining to participant participation in all programs and selected characteristics of participants determined eligible for and enrolled in programs. The data elements required to be accurately entered shall include, at a minimum:
   a. Person/Case Record Status
   b. SID
   c. MDOC Number (if applicable)
   d. Name of participant
   e. Race
   f. Gender
   g. Date of Birth
   h. County
   i. Legal Status
   j. Date enrolled/terminated from each program/case
   k. Termination code
   l. Offense/Charge (PAC Code)
   m. Crime type (felony or misdemeanor)
   n. Complaint/Docket number

2. All group programming sessions must have sign-in sheets for each session and may be requested by MDOC for auditing purposes. If requested by the

MDOC Program Manager or designee, sign in sheets must be submitted with expenditure reports. The sign-in sheets must include, at a minimum:

a. Date of the session
b. Name of the program
c. Name and signature of participants

C. CCAB Meeting:

1. There must be a minimum of at least four CCAB meetings a year to review and approve the Quarterly Reports, and the application for the next year's grant.

2. The Grantee shall make all approved CCAB meeting minutes available at the time of the MDOC review.

D. Prisoner Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601
The Grantee must report any information concerning violations of PREA as soon as made aware of the alleged occurrence to the Supervising Agent, Grant Administrator and Contract Monitor.

1.7 Grantee Regulations (CONTRACTOR REGULATIONS OF CONDUCT FOR SERVICES PURSUANT TO A COMPREHENSIVE PLANS AND SERVICES GRANT ADMINISTERED UNDER 1988 PA 511)

Grantee staff, as defined in Sec. 1.2 B, that provide direct services to participants, handle or may have access to participant records, or provides supervisory services to staff performing these functions, must read and sign the MDOC Grantee Regulations (Attachment F) as directed by the MDOC. The PMCD Contract Monitor will email the Grantee with a copy of the applicable Grantee Regulations. If there are revisions to the Grantee Regulations during the grant period, the PMCD Contract Monitor will provide the updated Grantee Regulations to the Grantee for Grantee Staff signatures. Grantee Signature pages must be returned to the PMCD Contract Monitor within 30 days of receipt of the Grantee Regulations and signed contracts. Grantee's Contractor staff signature pages must be returned to the Grantee within 30 days of receipt of the Grantee Regulations and signed fully executed Grantee's Contractor contracts.

PART II - GENERAL PROVISIONS

2.1 Project Changes

The Grantee must obtain prior written approval for project changes from the assigned MDOC Grant Specialist.

2.2 Notices

Any notice to any other party required by this Grant will be submitted in writing and deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) when received, if mailed by certified or registered mail, return receipt requested, postage prepaid. Unless either party notifies the other in writing of a different mailing address, notice to the parties will be transmitted as indicated below:

To the MDOC:

Douglas Clark
206 E. Michigan
Lansing, MI 48933
Phone: 517-219-2370
Clarkd15@michigan.gov

To Grantee:

2.3 Record Retention

The Grantee will maintain all records and detailed documentation regarding this Grant, including all financial records, supporting documents, statistical records, and all other pertinent records, for a period of not less than seven (7) years from the date of Grant termination, the date of submission of the final expenditure report, or until any litigation and audit findings have been resolved, whichever is later, unless a longer retention period is specified by Grantee's retention and disposal schedule.

2.4 Program Income

All program income, if any, may be added to the program budget and used to further eligible program objectives. The final determination will be made by the MDOC Grant Manager.

2.5 Purchase of Equipment

The purchase of equipment not specifically listed in the budget must have prior written approval of the MDOC Program Manager. Equipment is defined as expendable personal property having a useful life of more than one year. Such equipment will be retained by the Grantee unless otherwise specified by the Grant Manager at the time of approval.

2.6 Accounting

The Grantee will adhere to the Generally Accepted Accounting Principles and will maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, timesheets and invoices. The expenditure of State funds will be reported by line item and compared to the budget. Funds provided under this Grant will be maintained or accounted for within a special revenue fund.

2.7 Audit

A. Statutory Records Maintenance, Inspection, Examination, and Audit

Pursuant to Section 470 of the Management and Budget Act, 1984 PA 431, MCL 18.1470, the State, or its designee, may audit Grantee to verify compliance with this Grant. Grantee must retain,

and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Grant through the Term and any extension of the Grant and for seven years after the latter of termination, expiration, or final payment under this Grant ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where activities under the Grant are being performed, and examine, copy, and audit all records related to this Grant. The State, and its authorized representatives or designees, and the Grantee shall mutually agree in writing to a date and time for the audit that is no more than 10 calendar days after the State first provides notice of its intent to audit. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent requests for reimbursement until the amount is paid or refunded.

This Section applies to Grantee and any contractors or subcontractors that perform services in connection with this Grant.

2.8 MDOC Reviews

The MDOC and the Grantee must agree on a date and time for each review at Grantee's location(s) to determine if the Grantee is complying with the requirements of the Grant. The date and time must be agreed upon between the Grantee and the MDOC. The Grantee must assist the MDOC in the review process and provide all requested documents 15 days prior to the agreed upon review date.

2.9 Competitive Bidding

The Grantee will comply with all applicable laws and regulations regarding competitive solicitation for all procurement transactions involving the use of State funds under this Grant. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the MDOC Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

Grantee financial monitoring of contractors will be reviewed during the MDOC review, as well as contractor responses to any agency recommendations.

2.10 Limitation of Damages

Neither party is liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Liability of the MDOC is limited to the Total Authorized Budget specified for the fiscal year of the Grant giving rise to the claim.

2.11 Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Grant ("**Funded Developments**"), including copyright, patent, and trademark rights, will belong to the Grantee. Grantee grants the State a nonexclusive, perpetual, worldwide, royalty-free, fully paid up, sublicensable license to make, use, distribute, copy, modify, create derivative works, publicly perform and display the Funded Developments.

2.12 Termination/Cancellation

A. In instances of substantial noncompliance with program standards, participant eligibility, evidenced based practices, and Grant Agreement Terms, Grantee funding shall be halted. Except that before halting funding, MDOC shall do both of the following:
    a. Notify the Grantee of the allegations by way of a Corrective Action Plan (CAP) and
    b. Allow 30 days for a response.

If a remedy agreement is reached in conjunction with the grantee in writing, MDOC shall allow 30 days following that agreement for the remedy to be implemented.

B. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) breaches any of its material duties or obligations; (b) poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property; or (c) fails to cure a breach within the time stated in a notice of breach. In the event that this Grant is terminated for cause, the State will only pay for amounts due to Grantee for expenditures approved by the State on or before the date of termination, and the Grantee will be responsible for all costs incurred by the State in terminating this Grant for cause, which may include State administrative costs, reasonable attorneys' fees and court costs, and any other reasonable additional costs the State may incur.

C. Termination for Convenience

Either party may terminate this Grant for its convenience, in whole or part, for any reason and without penalty, by giving the other party written notice at least thirty days prior to the date of termination. If this Grant is terminated for convenience in part, the budget will be adjusted to reflect those reductions. In the event of a termination for convenience, the State will pay for amounts due to Grantee for expenditures approved by the State on or before the date of termination.

D. Non-Appropriation

The Grantee acknowledges that continuation of this Grant is subject to appropriation or availability of funds for this Grant. Notwithstanding any other provision of this Grant, if funds to enable the State to effect continued payment under this Grant are not appropriated or otherwise made available, the State will have the right to terminate this Grant, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available, by giving written notice of termination to the Grantee. In the event of a termination under this section, the Grantee will, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Grant and the State will only pay for amounts due to Grantee for expenditures approved by the State on or before the date of termination to the extent funds are available.

2.13 No State Employees or Legislators

No member of the Legislature, Judiciary of the State of Michigan, or any individual employed by the State will be permitted to receive benefits as a Grantee or as a contractor or subcontractor of this Grant. This section, however, does not preclude a member of the Legislature, Judiciary of the State of Michigan, or an individual employed by the State from participating as an eligible participant in accord with the goals and objectives of the Grant.

2.14 Nondiscrimination

Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. Grantee, its contractors and subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges

of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

2.15 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.321, *et seq.*, the State will not award a grant to a Grantee whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322. A Grantee, in relation to the Grant, will not enter into a contract with a contractor or subcontractor, whose name appears in this register. Pursuant to MCL 423.324, the State may void any Grant if, subsequent to award of the Grant, the name of the Grantee as an employer or the name of the contractor or subcontractor of the Grantee appears in the register.

2.16 Confidential Information

For the purposes of this Grant, the term "**Confidential Information**" means all information and documentation of a party that: 1) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; 2) 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; and 3) should reasonably be recognized as confidential information of the disclosing party. Confidential Information also includes all information protected by state or federal law, including "Personal identifying information" as defined in the Identity Theft Protection Act, 2004 PA 452, MCL 445.63(q).

The term "Confidential Information" does not include any information or documentation that is:

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

Each party must: (a) use the same degree of care it uses to protect its own Confidential Information to protect the disclosing party's Confidential Information, but in any event not less than reasonable care; (b) use the disclosing party's Confidential Information only in connection with the purposes of this Grant; and (c) limit access to the disclosing party's Confidential Information to its employees, contractors, or subcontractors performing work in connection with the Grant. Each party must advise its employees, contractors, and subcontractors who receive or have access to any of the other party's Confidential Information of its confidential nature.

Upon the termination of this Grant, or at the written request of the disclosing party, the recipient party must return all copies of the disclosing party's Confidential Information or certify in writing that all copies thereof have been destroyed, except as otherwise provided by law, including a party's retention and disposal schedule.

2.17 Governing Law

This Grant 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 Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*.

2.18 Compliance with Laws

The Grantee will comply with all applicable state, federal, and local laws and ordinances in performing this Grant.

2.19 Assignment

The Grantee will not have the right to assign the Grant, or to assign any of its duties or obligations under the Grant, to any other party (whether by operation of law or otherwise), without the prior written consent of the MDOC. Any purported assignment in violation of this section will be null and void.

2.20 Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this Grant will not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the Grant.

2.21 Severability

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

2.22 Survival

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

2.23 Media Releases

Grantee will not make any media releases pertaining to the Grant without prior written authorization from MDOC, and then only in accordance with the explicit written instructions of MDOC.

2.24 Grant Modification

No modification, amendment, or waiver of any provision of the Grant Agreement Terms or Total Authorized Budget of this Grant will be effective unless in writing and signed by authorized representatives of both parties.

2.25 Entire Grant

This Grant, which includes Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G and expressly incorporated schedules and exhibits, contains the

entire agreement of the parties and supersedes all prior and contemporaneous agreements, whether written or oral, concerning its subject matter. If there is a conflict between documents, the order of precedence is: (a) first, the Grant, excluding its schedules, exhibits, Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, and Attachment G; (b) second, Attachment A; (c) third, Attachment B; (d) fourth, Attachment C; (e) fifth, Attachment D; (f) sixth, Attachment E; (g) seventh, Attachment F; (h) eighth, Attachment G; and (i) ninth, schedules and exhibits expressly incorporated into this Grant.

2.26 Contract Monitor

The Program Specialist will work with the Grantee if performance concerns are identified. The Contract Monitor will review, document, and assess Grantee compliance to this grant:

State:
Chris Balmes 206 E. Michigan Ave. – 5th Floor Grandview Plaza Lansing, MI 48933 balmesc@michigan.gov 517-290-2935 Doug Jerzyk 206 E. Michigan Ave. – 5th Floor Grandview Plaza Lansing, MI 48933 jerzykd@michigan.gov 269-967-9595

Attachment A, Budget Adjustment Request (BAR) Form
See attached Excel spreadsheet.

Attachment B, User Agreement Form
See attached Word document. Click here to view.

Attachment C, Security Agreement Data Processing
See attached Word document. Click here to view.

Attachment D, State of Michigan Technical Standard 1340.00.130.02 Acceptable Use of Information Technology
See attached Adobe PDF document. Click here to view.

Attachment E, Quarterly Report
See attached Excel spreadsheet.

Attachment F, Grantee Regulations (CONTRACTOR REGULATIONS OF CONDUCT FOR SERVICES PURSUANT TO A COMPREHENSIVE PLANS AND SERVICES GRANT ADMINISTERED UNDER 1988 PA 511)
See attached Word document. Click here to view.