STATE OF MICHIGAN

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

August 22, 2013

PROSECUTING ATTORNEY—RENEW GRANT AGREEMENT FOR CRIME VICTIM RIGHTS FUNDING FY2013-2014

BE IT RESOLVED that the Allegan County Board of Commissioners hereby accepts the Crime Victim Rights Grant Agreement renewal with the Michigan Department of Community Health for Crime Victim Rights funding in the amount of $114,142.00, for the period October 1, 2013, through September 30, 2014; and

BE IT FURTHER RESOLVED that the Crime Victim’s position is coterminous with grant funding; and

BE IT FINALLY RESOLVED that the Board Chairman and/or the County Administrator are authorized to sign the necessary documents on behalf of the County and that the Budget and Finance Director is authorized to make the necessary budget adjustments to complete this action.
Name of Grant: Crime Victim Rights Funding Agreement

Summary of Grant:
The Crime Victim Rights Funding Agreement is up for its annual renewal. Allegan County receives $114,142.00 to fund the Crime Victim Rights Unit of the Prosecuting Attorney's office. I will forward the two copies of the Agreement which needs to be signed by the County. Both copies need to be received by the Crime Victim Services Commission before September 6, 2013. Please confirm when the copies are forwarded so that I can monitor that they are sent on time. ALSO, the revenue amount of $114,142.00 needs to inserted in the 2014 budget.

Grant Submission Deadline Date: Sept 6, 2013

- Application
- Acceptance
- New
- Renewal
- Continuation

Amount (Not including local match): $114,142.00
Source of Grant Funds (% of allocation): 100%

Type of Match
- Cash
- Other: 

Amount/Description/Source of Match:

Term of Grant

Does it involve personnel?
- No
- Yes

Does it involve ongoing Operational Activities (recoverable?)
- No
- Yes

Admin Fees: $0.00
Equipment/Ongoing Costs

Does it affect other operations?
- No
- Yes
### Changes in Grant:

The Crime Victim Rights Funding Agreement was amended from $92,500 to $114,142.
August 5, 2013

Mr. Frederick L. Anderson
Allegan County Prosecuting Attorney
113 Chestnut
Allegan, MI 49010

Dear Mr. Anderson:

The Crime Victim Services Commission is pleased to forward the Crime Victim Rights Funding Agreement for fiscal year 2014.

Two original copies of the agreement are enclosed. Included in the agreement are the Standard Agreement, General Provisions, Attachment A (Statement of Work), Attachment B (Budget Detail), Attachment C (Reporting Requirements), Attachment D (Final Financial Status Report Requirements) and Attachment E (Program Specific Requirements). Both copies must be signed by the authorized official referenced on the Victim Rights grant application and returned to the Crime Victim Services Commission – Victim Rights Grants, Lewis Case Building, 320 South Walnut St., Lansing, MI 48913. Please obtain the required signatures promptly and return both documents to this office by September 6, 2013.

If your agency has a conflict with the due date of September 6th due to vacations, County Board agendas, meetings etc., please notify my office either by telephone or email of the date that we can expect the 2014 documents will be returned.

Agencies may not charge expenditures to this agreement until both signed copies are returned to us and signed by the Department of Community Health and the contract year officially begins. Upon execution of the authorized signature for the Department, an original copy will be returned to you along with other standard project documentation. You are encouraged to maintain a copy of the contract for your records until your original signed copy is returned.

We look forward to working with you and your staff to promote the efficient delivery of rights and services for victims of crime in Michigan. If you have any questions, please contact me at (517) 241-5275 or via the Internet, adecockk@michigan.gov

Best regards,

M. Elizabeth Adcock
Program Specialist

Enclosure
Grant Agreement Between

Michigan Department of Community Health
hereinafter referred to as the "Department"

and

Allegan County Prosecutor's Office

113 Chestnut

Allegan, MI 49010

Federal I.D. #: 381914307, DUNS# 054804240
hereinafter referred to as the "Contractor"

for

Victim Rights

Part I

1. **Period of Agreement:** This agreement shall commence on 10/1/2013 and continue through 09/30/2014. 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 $114,142.00. The Department under the terms of this agreement will provide funding not to exceed $114,142.00. The federal funding provided by the Department is $0 or approximately 0%; the Catalog of Federal Domestic Assistance (CFDA) number is N/A and the CFDA Title is N/A; the federal agency name is N/A; the federal grant award number is N/A and the award phase is N/A; The federal program title is N/A. The grant agreement is designated as a:

   ☐ subrecipient relationship; or
   ☑ vendor relationship.

   The grant agreement is designated as:

   ☐ Research and development project; or
   ☑ Not a research and development project.

   **B. Equipment Purchases and Title**

   Any contractor equipment purchases supported in whole or in part through this
agreement must be listed in the supporting Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of $5,000 or more per unit. Title to items having a unit acquisition cost of less than $5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of $5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

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 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 implement the requirements of William Van Regenmorter Crime Victim Rights Act, P. A. 87 of 1985.

4. **Statement of Work:** The Contractor agrees to undertake, perform and complete the services described in Attachment A, which is part of this agreement through reference.

5. **Financial Requirements:** The financial requirements shall be followed as described in Part II of this agreement and Attachments B and D which are part of this agreement through reference.

6. **Performance/Progress Report Requirements:** The progress reporting methods, as applicable, shall be followed as described in Attachment C, which is part of this agreement through reference.

7. **General Provisions:** The Contractor agrees to comply with the General Provisions outlined in Part II, which is part of this agreement through reference.

8. **Administration of the Agreement:**

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

**M. Elizabeth Adcock, Program Specialist, (517) 241-5275 adcockb@michigan.gov**

**Name, Location/Building**  
**Title**  
**Telephone No.**  
**Email Address**

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

The person acting for the Contractor on the financial reporting for this agreement is:

**Dave Vanderrooaart, Finance Director**

**Name**  
**Title**  
**dvanderrooaart@alleqancounty.org**  
**(269) 673-0203**

**E-Mail Address**  
**Telephone No.**
10. **Special Conditions:**
   A. This agreement is valid upon approval by the State Administrative Board as appropriate and approval and execution by the Department.
   B. This agreement is conditionally approved subject to and contingent upon the availability of funds.
   C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the signing of this agreement.
   D. The Contractor is required by PA 533 of 2004 to receive payments by electronic funds transfer.

11. **Special Certification:**
   The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or Contractor.

12. **Signature Section:**

   For the CONTRACTOR

   ____________________________  ____________________________  ____________________________
   Name                        (Please print)                  Title

   ____________________________  ____________________________
   Signature                   Date

   For the MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

   ____________________________
   Kim Stephen, Director, Bureau of Budget and Purchasing

   ____________________________
   Date
Part II
General Provisions

I. **Responsibilities - Contractor**

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

A. **Publication Rights**

1. Where the Contractor exclusively develops books, films, or other such copyrightable materials through activities supported by this agreement, the Contractor may copyright those materials. The materials that the Contractor copyrights cannot include service recipient information or personal identification data. Contractor grants the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and authorizes others to reproduce and use such materials.

2. Any materials copyrighted by the Contractor or modifications bearing acknowledgment of the Department's name must be approved by the Department before reproduction and use of such materials. The State of Michigan may modify the material copyrighted by the Contractor 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 Contractor. If the Contractor 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 Contractor has to the federal government.

3. The Contractor shall give recognition to the Department in any and all publications papers and presentations arising from the program and service contract herein; the Department will do likewise.

4. The Contractor must notify the Department’s Grants and Purchasing Division 30 days before applying to register a copyright with the U.S. Copyright Office. The Contractor must submit an annual report for all copyrighted materials developed by the Contractor through activities supported by this agreement and must submit a final invention statement and certification within 90 days of the end of the agreement period.

B. **Fees**

Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined by the Department’s fiscal procedures. Any underrecoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.
C. **Program Operation**

Provide the necessary administrative, professional, and technical staff for operation of the program.

D. **Reporting**

Utilize all report forms and reporting formats required by the Department at the effective 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. Assume that all terms of the agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this agreement will be maintained for a period of not less than three (3) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved.

F. **Authorized Access**

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files and documentation related to this agreement, to the extent authorized by applicable state or federal law, rule or regulation.

G. **Audits**

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

1. **Required Audit or Notification Letter**

Contractors must submit to the Department either a Single Audit, Financial Related Audit, Financial Statement Audit, or Audit Status Notification Letter as described below. Financial Related Audit is applicable to non-profit contractors that are designated as subrecipients. If submitting a Single Audit or Financial Statement Audit, Contractors must also submit a Corrective Action Plan for any audit findings that impact MDCH-funded programs, and management letter (if issued) with a response.

a. **Single Audit**

Contractors that are a state, local government, or non-profit organization that expend $500,000 or more in federal awards during the Contractor'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 the Single Audit Act Amendments of 1996, and

b. **Financial Related Audit**

Contractors that are for-profit organizations that expend $500,000 or more in Federal awards during the Contractor’s fiscal year must submit 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 OMB Circular A-133, if required by the Federal awarding agency.

c. **Financial Statement Audit**

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

d. **Audit Status Notification Letter**

Contractors exempt from the Single Audit, Financial Related Audit and Financial Statement Audit requirements (a., b., and c. above) must submit an Audit Status Notification Letter that certifies these exemptions. The template Audit Status Notification Letter and further instructions are available at [http://www.michigan.gov/mdch](http://www.michigan.gov/mdch) by selecting Inside Community Health – MDCH Audit.

2. **Due Date and Where to Send**

The required audit and any other required submissions (i.e. Corrective Action Plan and management letter with a response), or audit Status Notification Letter must be submitted to the Department within nine months after the end of the Contractor's fiscal year by e-mail to the Department at MDCH-AuditReports@michigan.gov. The required materials must be assembled as one document in a PDF file 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.
3. **Penalty**
   a. **Delinquent Single Audit, Financial Related or Financial Statement Audit**

   If the Contractor does not submit the required Single Audit Financial Related Audit, or Financial Statement Audit, including any management letter with a response and applicable Corrective Action Plan within nine months after the end of the Contractor’s fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year’s grant funding (not to exceed $200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

   b. **Delinquent Audit Status Notification Letter**

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

4. **Other Audits**

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

**H. Subrecipicent/Vendor Monitoring**

The Contractor must ensure that each of its subrecipients comply with the Single Audit Act requirements. The Contractor must issue management decisions on audit findings of their subrecipients as required by OMB Circular A-133.

The Contractor must also develop a subrecipient monitoring plan that addresses “during the award monitoring” of subrecipients to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts, 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.

The Contractor must establish requirements to ensure compliance for for-profit subrecipients as required by OMB Circular A-133, Section .210(e).

The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210(f).
I. Notification of Modifications

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

J. Software Compliance

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

K. Human Subjects

The Contractor will comply with Protection of Human Subjects Act, 45 CFR, Part 46. The Contractor agrees that prior to the initiation of the research, the Contractor 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 Contractor's IRB Chairperson or Executive Officer(s).

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 Contractor.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the effective date of this agreement, and provide to the Contractor any new report forms and reporting formats proposed for issuance thereafter at least ninety (90) days prior to their required usage in order to afford the Contractor an opportunity to review and offer comment.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

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

B. **Anti-Lobbying Act**

The Contractor will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (Public Law 104-208). Further, the Contractor shall 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 shall certify and disclose accordingly.

C. **Non-Discrimination**

1. In the performance of any contract or purchase order resulting herefrom, the Contractor agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to receive services. The Contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and any breach thereof may be regarded as a material breach of the contract or purchase order.

2. The Contractor will comply with all Federal 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 on the basis of race, color or national origin;

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

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

   d. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
e. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of 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 on the basis of alcohol abuse or alcoholism;

g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), 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.

3. 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 Contractor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority owned and women owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) making discrimination a material breach of contract.

D. Debarment and Suspension

Assurance is hereby given to the Department that the Contractor will comply with Federal Regulation, 2 CFR part 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 three-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) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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, and;

4. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
E. **Federal Requirement: Pro-Children Act**

1. Assurance is hereby given to the Department that the Contractor will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 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 services, education or library services to children under the age of 18, if the services 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 services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service 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 Contractor also assures that this language will be included in any subawards which contain provisions for children's services.

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

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

The Contractor will comply with the Hatch Political Activity Act, 5 USC 1501-1509 and 7324-7328, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454, 42 USC 4728 - 4763. 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. **Subcontracts**

Assure for any subcontracted service, activity or product:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of the agreement.

2. That any executed subcontract to this agreement shall 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 shall prevail.

A conflict between this agreement and a subcontract, however, shall 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 Contractor the same or substantially the same rights and privileges as the Department; or

c. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this agreement.

3. That the subcontract does not affect the Contractor'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 services.

5. That the Contractor will submit a copy of the executed subcontract if requested by the Department.

H. Procurement

Assure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of OMB Circular A-102 as revised, implemented through applicable portions of the associated "Common Rule" as promulgated by responsible federal contractor(s), or 2 CFR, Part 215 (OMB Circular A-110) as amended, as applicable, and that records sufficient to document the significant history of all purchases are maintained for a minimum of three years after the end of the agreement period.

I. Health Insurance Portability and Accountability Act

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

1. The Contractor must not share any protected health data and information provided by the Department that falls within HIPAA requirements except as permitted or required by applicable law; or to a subcontractor as appropriate under this agreement.

2. The Contractor will ensure that any subcontractor will have the same obligations as the Contractor 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 Contractor must only use the protected health data and information for the purposes of this agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor’s employees.

5. The Contractor must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware. The Contractor 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.

6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Part II, Section V. Agreement Termination.

7. In accordance with HIPAA requirements, the Contractor is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information by the Contractor received from the Department or any other source.

8. The Contractor will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

IV. Financial Requirements
A. Operating Advance

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

1. The advance amount requested must be reasonable in relationship to the program’s requirements, billing cycle, etc.; and in no case may the advance exceed the amount required for 60 days operating expense. Operating advances will be monitored and adjusted by the Department according to total Department agreement amount.

2. The advance must be recorded as an account payable to the Department in the Contractor’s financial records. The operating advance payable must remain in the Contractor’s financial records until fully recovered by the Department.

3. The monthly Financial Status Report (FSR) reimbursement for actual expenditures by the Department should be used by the Contractor to replenish the operating advance used for program operations.

4. The advance must be returned to the Department within 30 days of the end date of this agreement unless the Contractor has a recurring agreement with the Department, and may not be held pending agreement audit. Subsequent Department agreements may be withheld.
pending recovery of the outstanding advance from a prior agreement. If the Contractor has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance.

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

a. Department offer of a hearing to dispute the debt, identifying the time, place and date of such hearing.

b. A hearing by an impartial official.

c. An opportunity for the Contractor to examine department’s associated records.

d. An opportunity for the Contractor to present evidence in person or in writing.

e. A hearing official with full authority to correct errors and make a decision not to forward debt to Treasury.

f. Contractor representation by an attorney and presentation of witnesses if necessary.

5. At the end of either the agreement period or Department’s fiscal year, whichever is first, the Contractor 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 Contractor will be reimbursed in accordance with the staffing grant reimbursement method as follows:

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 first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

Financial Status Reports (FSRs) shall be prepared and submitted to:

Michigan Department of Community Health
Accounting Division
Expenditure Operations Section
P.O. Box 30720, Lansing, Michigan 48909

FSRs must be submitted on a monthly basis, no later than thirty (30) days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, regardless of the source of funds. Attachment D contains the FSR form. The FSR form and instructions for completing the FSR
form are available through your Contract Manager or the Department's web site:


Failure to meet financial reporting responsibilities as identified in this agreement may result in withholding future payments.

D. **Reimbursement Mechanism**

All contractors must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by PA 533 of 2004. Vendor registration information is available through the Department of Management and Budget's web site:

- [http://michigan.gov/cpexpress](http://michigan.gov/cpexpress)

E. **Final Obligations and Financial Status Report Requirements**

1. **Obligation Report**

   The Obligation Report, based on annual guidelines, must be submitted by the due date using the format provided by the Department's Accounting Division. The Contractor must provide an estimate of total expenditures for the entire agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables for this agreement.

2. **Department-wide Payment Suspension**

   A temporary payment suspension is in effect on agreements during the department's year-end closing period beginning September 13th until mid-November. FSRs through the August period should be submitted by September 6th to ensure payment prior to the payment suspension period.

3. **Final FSRs**

   Final FSRs are due sixty (60) days following the end of the fiscal year or 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 the potential reduction in the subsequent year’s agreement amount.

F. **Unobligated Funds**

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

V. **Agreement Termination**

   The Department may cancel this agreement without further liability or penalty to the Department for any of the following reasons:
A. This agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating the reasons for termination and the effective date.

B. This agreement may be terminated on thirty (30) days prior written notice upon the failure of either party to carry out the terms and conditions of this agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the thirty (30) day period.

C. This agreement may be terminated immediately if the Contractor or an official of the Contractor or an owner is convicted of any activity referenced in Section III.D. of this agreement during the term of this agreement or any extension thereof.

VI. Final Reporting Upon Termination

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

VII. Severability

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

VIII. Amendments

Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement. Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part in Part I, Section 2.C. of the agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change.

IX. Liability

A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.

B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and
procedural direction, to be carried out by the Department in the performance of this agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies (the Department) or employees as provided by statute or court decisions.

C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party’s responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the State, its agencies (the Department) or their employees, respectively, as provided by statute or court decisions.

X. Conflict of Interest
The Contractor and the Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 et seq, MSA 4.1700(51) et seq, and 1973 PA 196, as amended, MCL 15.341 et seq, MSA 4.1700 (71) et seq.

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

XII. Confidentiality
Both the Department and the Contractor shall assure that medical services to and information contained in medical records of persons served under this agreement, or other such recorded information required to be held confidential by federal or state law, rule or regulation, in connection with the provision of services or other activity under this agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise permitted or required by applicable state or federal law or regulation. Such information may be disclosed in summary, statistical, or other form, which does not directly or indirectly identify particular individuals.
ATTACHMENT A

STATEMENT OF WORK

Prosecutor -- Victim Rights Programs

1. Responsibilities -- Contractor

Through acceptance of this grant the Contractor agrees to the following:

A. It shall establish procedures and develop budgetary and training criteria to implement the requirements of the William Van Regenmorter, Crime Victim Rights Act, PA 87 of 1985, (hereafter referred to as "the Act").

B. It shall perform duties required to implement the Act.

C. It shall annually review its personnel and procedures to confirm its compliance with the Act.

D. It shall provide the Department with monitoring, budgetary and planning information as requested.

E. It shall assure that disbursements received through this grant do not supplant other funds available for services to victims of crime or are used to supplant funding for activities historically funded locally or through other means.

F. It shall assure that expenditures shall only be made for the purpose of providing those services required by the, the Act (MCL 780.751 to 780.834) or as approved by the Department.

G. It shall 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.
PROGRAM BUDGET SUMMARY
MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

PROGRAM: Crime Victim's Rights Act
CONTRACTOR NAME: Allegan County Prosecutor's Office
MAILING ADDRESS: 113 Chestnut
CITY: Allegan
STATE: Michigan
ZIP CODE: 49010

DATE PREPARED: 08/02/2013
BUDGET PERIOD: From: 10/1/2013 To: 09/30/2014
FEDERAL ID NUMBER: 361914307

<table>
<thead>
<tr>
<th>EXPENDITURE CATEGORY</th>
<th>TOTAL BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. SALARIES &amp; WAGES</td>
<td>$80,101</td>
</tr>
<tr>
<td>2. FRINGE BENEFITS</td>
<td>$31,824</td>
</tr>
<tr>
<td>3. TRAVEL</td>
<td>$500</td>
</tr>
<tr>
<td>4. SUPPLIES &amp; MATERIALS</td>
<td>$1,717</td>
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<tr>
<td>5. CONTRACTUAL (Subcontracts/Subrecipients)</td>
<td></td>
</tr>
<tr>
<td>6. EQUIPMENT</td>
<td>$0</td>
</tr>
<tr>
<td>7. OTHER EXPENSES</td>
<td>$0</td>
</tr>
</tbody>
</table>

8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7) $114,142

9. INDIRECT COSTS: Rate #1 %
   INDIRECT COSTS: Rate #2 %

10. TOTAL EXPENDITURES $114,142

SOURCE OF FUNDS

11. FEES & COLLECTIONS
12. STATE AGREEMENT $114,142
13. LOCAL
14. FEDERAL
15. OTHER(S)

16. TOTAL FUNDING $114,142

AUTHORITY: P.A. 368 of 1978
COMPLETION: Is Voluntary, but is required as a condition of funding

The Department of Community Health is an equal opportunity employer, services and programs provider.

DCH-0365 FY 2014 2/13 (W) Previous Editions Obsolete
## PROGRAM BUDGET – COST DETAIL SCHEDULE

**MICHIGAN DEPARTMENT OF COMMUNITY HEALTH**

**ATTACHMENT B.2**

**Program:** Victim Rights

<table>
<thead>
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<th>Critical Date</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td><strong>From:</strong></td>
<td>10/1/2013</td>
</tr>
<tr>
<td><strong>To:</strong></td>
<td>9/30/2014</td>
</tr>
<tr>
<td><strong>Date Prepared:</strong></td>
<td>08/02/2013</td>
</tr>
</tbody>
</table>

### CONTRACTOR NAME
Allegan County Prosecutor's Office

- **Budget Agreement:** Original
- **Amendment #:**

### 7. SALARY & WAGES

<table>
<thead>
<tr>
<th>Position Description</th>
<th>Comments</th>
<th>Positions Required</th>
<th>Total Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victim/Witness Coordinator</td>
<td></td>
<td>1</td>
<td>$49,088</td>
</tr>
<tr>
<td>Victim Rights Secretary</td>
<td></td>
<td>1</td>
<td>$31,013</td>
</tr>
</tbody>
</table>

1. **Total Salaries & Wages:** 2 | $80,101 |

### 2. FRINGE BENEFITS (Specify)

- FICA
- LIFE INS.
- DENTAL INS.
- COMPOSITE RATE
- UNEMPLOY INS.
- VISION INS.
- WORK COMP
- AMOUNT 0.40%
- RETIREMENT
- HEARING INS.
- HOSPITAL INS.
- OTHER (specify) ___

2. **Total Fringe Benefits:** $31,824

### 3. TRAVEL (Specify if category exceeds 10% of Total Expenditures)

3. **Total Travel:** $500

### 4. SUPPLIES & MATERIALS (Specify if category exceeds 10% of Total Expenditures)

4. **Total Supplies & Materials:** $1,717

### 5. CONTRACTUAL (Specify Subcontracts/Subrecipients)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

5. **Total Contractual:** 0

### 6. EQUIPMENT (Specify items)

6. **Total Equipment:** 0

### 7. OTHER EXPENSES (Specify if category exceeds 10% of Total Expenditures)

7. **Total Other:** $0

### 8. TOTAL DIRECT EXPENDITURES (Sum of Totals 1-7)

8. **Total Direct Expenditures:** $114,142

### 9. INDIRECT COST CALCULATIONS

- **Rate #1:** Base $0 X Rate 0.0000 % = Total
- **Rate #2:** Base $0 X Rate 0.0000 % = Total

9. **Total Indirect Expenditures:** $114,142

### 10. TOTAL EXPENDITURES (Sum of lines 8-9)

10. **Total Expenditures:** $114,142

---

**Authority:** P.A. 365 of 1978

**Completion:** A voluntary, but is required as a condition of funding

The Department of Community Health is an equal opportunity employer, services and programs provider.

DCH-0380 (6) (Rev 7/13) (W) Previous Edition Obsolete. Use Additional Sheets as Needed
ATTACHMENT C

PERFORMANCE/PROGRESS REPORT REQUIREMENTS

Prosecutor -- Victim Rights Programs

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

Quarterly Financial & Program Reports should be submitted by the contractor on the 30th day following the end of the quarter. Reports are available on the internet at https://sigma2web.mdch.state.mi.us/sigma2/ Reports should be completed and submitted to the CVSC via the internet. Due dates for submission of Quarterly Financial & Program Report are as follows:
   January 30, 2014
   April 30, 2014
   July 30, 2014
   October 30, 2014

Program Report/Case Synopsis is to be submitted annually with the April-June quarter on the form provided via https://sigma2web.mdch.state.mi.us/sigma2/

B. Any such other information as specified in Attachment A shall be developed and submitted by the Contractor as required by the Contract Manager.

C. Reports and information shall be submitted to the Department of Community Health, Crime Victim Services Commission via the website, https://sigma2web.mdch.state.mi.us/sigma2/*

*These instructions, supercede directions in the General Provisions, Section IV, C., entitled Financial Status Report Submission.

D. The Contract Manager shall evaluate the reports submitted as described in A. and B. above for their completeness and accuracy.

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

FINAL EXPENDITURE REPORT

A. The contractor shall submit the Final Expenditure Report sixty (60) days following the end of the fiscal year. Final Expenditure Reports are available on the internet at https://sigma2web.mdch.state.mi.us/sigma2. Final Expenditure Reports should be completed and submitted to the Crime Victim Services Commission via the internet. The due date for submission of the Final Expenditure Report is as follows:

November 30, 2014

B. Final Expenditure Reports not received by the due date may result in a loss of funding requested per the report of total agreement expenditures and may result in the potential reduction in subsequent year's agreement amount.
ATTACHMENT E

OTHER PROGRAM SPECIFIC REQUIREMENTS

Prosecutor – Victim Rights Programs

I. Description of Other Program Specific Requirements.

A. Overtime costs are not permitted for employees funded by this agreement.

B. Travel funding is provided exclusively for authorized PACC/PAAM trainings and conferences sponsored by the Department.

C. The contractor shall complete and submit all required reports to the Department to assure continued funding.

D. Personnel funded under this agreement shall attend an annual victim rights training opportunity supported by the Department.

E. The contractor shall provide the Department with a position description of the personnel funded under this agreement.

F. Personnel supported under this agreement or performing work under this agreement shall maintain a funding distribution timesheet as required in the CVSC, January 2003, Program Instruction regarding timesheets.

G. Internal controls should be established to assure that positions funded through the Crime Victim Rights grant dedicate the designated percentage of time that is reflected in the contract to reimbursable Victim Rights activities. Victim Rights duties and activities are those activities that are statutorily created and mandated by the William Van Regenmorter, Crime Victim Rights Act, P.A. 87 of 1985 and Article 1, Section 24 of the Michigan Constitution. Crime Victim Rights Funding is not to be used to support routine Prosecutor responsibilities that existed prior to the enactment of the William Van Regenmorter, Crime Victim Rights Act and Article 1, section 24, of the Michigan Constitution. Some examples of nonreimbursable routine Prosecutor Office activities are, witness management, subpoenas, docketings, pleadings, warrants, restitution collection & management, closing cases and police reports.

H. Crime Victim Rights Week Funding, as distributed by the Prosecuting Attorney’s Association of Michigan, is to be used to promote public awareness and educational opportunities concerning Victim Rights within the communities that we serve, key audience being, members of the community at large, schools and community groups. Keepsakes, souvenirs or gifts purchased in commemoration of Victim Rights Week shall be distributed in conjunction with planned community events to the general public not to prosecutor staff or elected officials.