

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF STATE
AND

_____ City Township

in _____ County

GRANT AGREEMENT

**QUALIFIED VOTER FILE'S ELECTRONIC
POLL BOOK (EPB)
LAPTOP & ACCESSORIES PURCHASE**

This Grant Agreement is between the Michigan Department of State ("Department") and _____ ("Grantee"). This document shall constitute the Grantee's agreement for the receipt of goods purchased with federal funds provided to the Department under the provisions of Title II, Section 251, of the Help America Vote Act (HAVA), CFDA 90.401. The Department refers to this program as the Qualified Voter File's Electronic Poll Book (EPB) Project.

The purpose of this grant is to provide EPB laptops/accessories to all voting precincts in participating jurisdictions throughout the state of Michigan to be used during elections to automate and document certain voter verification and ballot tracking functions as performed by the various boards of election inspectors at the polls and to automate the updating of the Qualified Voter File (QVF) voter history following an election.

1. Grant Period:

Original Grant Agreements must be signed and returned. No photocopies, faxed copies, or altered Grant Agreements will be accepted. EPB laptop/accessories will be provided after Grant Agreements have been received from participating jurisdictions. Agreements should be returned to:

Jeremy Lange
Michigan Department of State
Budget Services Division, Grant Section
430 West Allegan, 4th Floor
Lansing, MI 48918

2. Program:

This program provides an EPB laptop with accessory package to each voting precinct to be used for each election. This package consists of one laptop, one encrypted 1 gigabyte (GB) USB flash drive, one mouse, and one magnetic stripe card reader. The primary use of the laptop/accessories must be related to EPB activities. Other uses are acceptable if they directly relate to the administration of elections. By participating in this program, the Grantee agrees that the laptop/accessories' primary use will be related to EPB. The program will apply to an entire jurisdiction; no precinct or any other subdivision of the Grantee's jurisdiction can be excluded from this program. The Grantee agrees to use the laptop/accessories in all precincts for all elections. (The Bureau of Elections may approve the use of the EPB in fewer than all precincts upon request.) Laptops/accessories must be made available for the conduct of all school, village or other consolidated elections.

3. Acquisition:

The Department will review and, once approved, provide the Grantee with a copy of the fully executed Grant Agreement signed by a signatory from _____ and the Department. The Department will initiate laptop/accessories orders directly with the contractor and will provide the Grantee with an Acceptance Certificate/Payment Authorization Form, which must be submitted by the Grantee to the Department within ten days of the receipt of the laptop/accessories. This form certifies that the laptop/accessories package has been received, tested, and is in working order. It will also serve as authorization for the Department to pay the contractor.

4. Ownership:

The Grantee will own the laptop/accessories purchased with funds awarded under this Grant Agreement. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the laptop/accessories. Any loss, damage or theft shall be investigated and reported to the Department. Adequate maintenance procedures must also be developed to keep the laptop/accessories in good condition. If the Grantee, for any reason, stops utilizing the laptop/accessories for the purpose intended, it must notify the Department. Disposal of the laptop/accessories is at the Departments' discretion and requires notification by the Grantee.

5. Records Maintenance and Retention:

The Grantee must retain all books, accounts, reports, files, and any other records relating to this program for a period of not less than 6 years from the date of the Department's final expenditure report to the federal government, or until any litigation or audit findings have been resolved. These materials, along with all laptop/accessories must be produced for inspection, review and/or audit when required by the Department. The laptop must have an affixed label (provided by the Department) indicating that it was purchased with HAVA funds. For Federal audit and inventory purposes, the Grantee will also provide information to the Department pertaining to any maintenance that requires replacement of any laptop/accessories.

6. Secure Computing:

Grantees are required to provide Antivirus protection for all laptops under this program. (Any commercially available antivirus program is acceptable.). The anti-virus software and virus definitions must be enabled and kept up to date. Users are required to scan their laptops and external flash drives for viruses regularly and minimally within one week before each Election Day. On Election Day, the laptop cannot be connected in any way to the Internet or to any network. Grantees and their authorized assistants agree not to leave the EPB software signed-on while unattended. Grantees agree to abide by all security requests made by the Bureau of Elections and to allow the Bureau of Elections access to all laptop/accessories upon which the EPB is installed to perform random audits and/or inventories.

7. Software Requirements:

The EPB software may only be activated for official Election Day use or to perform pre-election testing and training. Versions of the EPB created for testing and training purposes must be deleted prior to use at an election. The EPB must be installed and operated in a manner designated by the Bureau of Elections. The folder and associated files may not be copied, moved, or replicated to any drive or folder other than those designated by the Bureau of Elections.

To access voter data within the EPB, a "strong" encryption key must be set in the QVF EPB export screen. ("Strong" is defined as an encryption key that contains at least eight upper and lower case alpha and numeric characters.) The encryption key should be known only to the Grantee and authorized assistants. Grantees and their authorized assistants having access to the encryption key agree that the encryption key will not be shared or displayed.

The Grantee understands that all users, including each election inspector granted access to the EPB, must be assigned a unique UserID and password. Passwords must be "strong". UserIDs and passwords should be memorized or stored in a secure location. Grantees and their authorized assistants agree that unique UserIDs and passwords will not be shared or displayed.

All EPB files extracted from QVF for Election Day use or created within the EPB software on Election Day must be stored on an encrypted flash drive. The encrypted flash drive must be delivered to a designated local receiving board by two election inspectors representing different political party affiliations under seal immediately following the close of polls. The local receiving board and local Clerk must ensure the security of the encrypted flash drives after the election.

Voter history must be uploaded and all EPB data stored on the QVF PC, the encrypted flash drive and the EPB used at the polls on Election Day must be deleted by the 7th Calendar day following the final canvass and certification of the election unless a petition for recount has been filed and the recount has not been completed or the deletion of the data has been stayed by an order of the court or the Secretary of State.

Grantees agree that at no time will they allow the EPB software to be distributed, decompiled, reverse engineered, or be used for any purpose other than the software's intended election management functionality.

8. User Participation:

Eligibility to participate requires that the Grantee agrees to maintain the QVF and update election and voter history data by:

1. Ensuring the entry of new and updated voter information prior to each election;
2. Ensuring all survey information is provided to the County as required for E-Wizard stages 1 and 2 within set deadlines;
3. Ensuring storage, distribution, and collection of the laptop/accessories, including installation and initial setup of the EPB on the laptops prior to and after Election Day;
4. Ensuring the entry of voter history within 7 days after election;
5. Evaluating and maintaining their street indexes.
6. Setting up ballot styles, AV counting boards and combined precincts when appropriate in the QVF software for every election.
7. Otherwise maintaining the QVF in any way deemed necessary by law or by the Department.

The Grantee also agrees to:

1. Certify in writing prior to every election as directed by the Bureau of Elections that the jurisdiction is prepared to use the EPB.
2. Attend and successfully complete a training session sponsored by the Bureau of Elections prior to delivery of equipment.

The Grantee also understands that:

1. The EPB software contains personal voter information that must be protected;
2. All State data security requirements and procedures must be followed as identified in ([Attachment 1](#)).

The Grantee further agrees that:

1. One or more receiving board(s) must be authorized and used in conjunction with the EPB. The receiving boards will be responsible for reviewing and attesting to the genuineness of the reports generated from the EPB as supplements to the official Poll Book for each precinct and for performing other duties as defined to ensure the timely completion, assembly, and security of all required election documents and materials as defined by law. Grantee must establish receiving board(s) for each election or otherwise comply with procedures prescribed by the Bureau of Elections.
2. In the event of a system interruption, malfunction, or failure, the following hardcopy documents and forms will be immediately delivered to each affected precinct:
 - a. Official Precinct List
 - b. List of Voters as a supplement to the precinct Poll Book
 - c. Ballot Summary as a supplement to the precinct Poll Book
 - d. Remarks Section as a supplement to the precinct Poll Book
3. All contingency measures as defined by the Bureau of Elections will be immediately implemented in the event of a system interruption, malfunction, or failure during the course of an election.

9. Training:

The Bureau of Elections will provide training and consultation on the installation and use of the EPB software. EPB administrators and authorized assistants will be required to participate in an initial state-provided training session prior to receiving the laptops and peripherals and using the EPB software. EPB administrators and authorized assistants will be responsible for the training of their election inspectors. The training session will consist of an EPB operation manual, election inspector instructions and required security practice orientation. The QVF Help Desk will offer advice and instruction on the installation and use of the EPB software. The QVF Help Desk does not support laptop/accessories issues. Hardware issues need to be addressed as stipulated in the warranty agreement.

10. Mandatory Conditions:

Laws

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

Validity

This Grant Agreement is valid upon approval by the State Administrative Board and approval and execution by the Department.

Funding

This Grant Agreement is subject to and contingent upon the availability and appropriation of federal funds and any necessary State appropriation.

Cancellation

The Department may cancel this Grant Agreement upon failure to comply with the terms of the grant.

Entire Agreement

This Grant Agreement shall represent the entire agreement between the Department and Grantee regarding HAVA funding for EPB laptop/accessories, and supersedes any prior oral or written agreements, and all other representations between the parties relating to this subject.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term(s) of this Grant Agreement shall 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 Agreement.

11. Administration of Agreement:

The Grant Administrator on behalf of the Department for this grant application and the final Grant Agreement will be Virginia Vander Roest, Election Specialist; Election Liaison Division, Bureau of Elections. All questions, comments and correspondence regarding this Grant Agreement must be submitted in writing via e-mail to Elections@Michigan.gov.

12. Certification/Signature:

The following signatory certifies that s/he is authorized to sign and bind _____ to this Grant Agreement. Further, the person signing has reviewed and agrees to the conditions as outlined in this grant, and has personally examined and is familiar with the information submitted herein, as well as the requirements of the Help America Vote Act under which this grant has been submitted.

The Grantee further understands that the EPB software is the property of the Bureau of Elections; the Bureau of Elections reserves the right to discontinue support and/or suspend access to the EPB software at any time and that improper use of the software and/or laptop/accessories will result in the immediate termination of this agreement.

13. Laptop Computers and Accessories Awarded

An EPB Laptop and Accessories Package consists of the following items:

1. One Laptop Computer for Each Precinct in the Jurisdiction
2. One Laptop Case for Each Laptop
3. One Encrypted 1 gigabyte (GB) USB Flash Drive, for Each Laptop
4. One Mouse for Each Laptop
5. One Magnetic Stripe Card Reader for Each Laptop

Number of Precincts in the Jurisdiction: _____

2017 Implementation Date Request (please check one box)*:

May August November

*The Bureau of Elections will make every attempt to accommodate implementation date requests. Contact the Bureau of Elections if the implementation date needs to be adjusted.

For _____ (Jurisdiction Name)

In _____ County

Name (print)

Title (print)

Signature

Date

For the State of Michigan, Department of State:

Cindy Paradine

Director, Office of Financial Services

Date

This Section for Internal Office Purposes Only Bureau of Elections			
Authorized by:		Date:	
		Date:	