

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

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BETHANY CHRISTIAN SERVICES;  
BETHANY CHRISTIAN SERVICES OF  
MICHIGAN; and BETHANY CHRISTIAN  
SERVICES USA, LLC,

Case No. 1:24-cv-00922-JMB-PJG

Hon. Jane M. Beckering

Plaintiffs,

v.

SUSAN CORBIN, in her official capacity as  
director of the MICHIGAN DEPARTMENT  
OF LABOR AND ECONOMIC  
OPPORTUNITY; POPPY SIAS  
HERNANDEZ, in her official capacity as  
Executive Director of the OFFICE OF  
GLOBAL MICHIGAN.

Defendants.

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**PLAINTIFFS' MEMORANDUM IN SUPPORT OF MOTION FOR PRELIMINARY  
INJUNCTION**

**EXPEDITED CONSIDERATION REQUESTED**

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## INTRODUCTION

The Office of Global Michigan (“OGM”) and its leaders have decided that Plaintiff Bethany Christian’s practice of hiring people who affirm its religious mission is contrary to “state values.” And apparently for that reason, Defendants and their agencies have decided to terminate, to the extent possible, OGM’s relationship with Bethany Christian. About six months after OGM made its “state-values” accusation, OGM issued new requests for proposal for the contracts under which Bethany Christian was providing services. In most of those RFPs, OGM included new contract language requiring Bethany Christian to agree to “create opportunities to employ staff that represent the . . . religions of the newcomer populations being served under this agreement.” This language targets Bethany Christian, and only Bethany Christian, because it is the only refugee-services provider in West Michigan with a requirement that its employees affirm a statement of faith. But the nation’s foundational values—the values set forth in the Bill of Rights—are at odds with government prohibitions of the free exercise of religion. And so state values must give way Bethany Christian’s civil rights, and the Defendants’ actions that impair Bethany Christian’s constitutional rights should be enjoined.

Bethany Christian comes to court reluctantly. It has a long and mutually beneficial partnership with the State of Michigan to provide federally funded refugee-related services. So before coming to court, it has communicated with OGM more than a dozen times since the beginning of the year to seek to resolve the issues presented here. Not once has OGM provided a substantive response.

But Bethany Christian has reached the point that, without judicial intervention, it will suffer irreparable harm. On October 1, Bethany Christian will lose most of the federal pass-through funding to provide refugee-related services in West Michigan. As a result, dozens of

Bethany Christian staff members who specialize in providing services to refugee populations will need to find new positions at Bethany Christian or other employment. Indeed, Bethany Christian is already losing staff members who are concerned for their own livelihoods because of OGM's religious discrimination. The result of all of this will be that Bethany Christian is facing the very real prospect that it will not have the excellent, experienced staff to provide refugee-related services at the conclusion of this litigation even though Bethany Christian has a substantial likelihood of prevailing. And thus Bethany Christian faces not just the irreparable harm inherent in the deprivation of its constitutional rights but also more traditional irreparable harm.

OGM's transition to a new provider for the services that Bethany Christian is currently providing is already underway, and OGM has informed Bethany Christian that it will stop providing new client referrals to Bethany Christian beginning on September 15. So, even though the new contracts do not take effect until October 1, Bethany Christian is already suffering the effects of OGM's unlawful conduct. An order to maintain the status quo while the action is pending is urgently needed—a preliminary injunction by September 26, 2024.

## **BACKGROUND**

### **Bethany Christian's work is motivated by its religious mission.**

Bethany Christian Services was founded in 1944 by two Christian women who were motivated by their faith to take in a baby girl who needed a home. (Verified Compl. ¶ 10, ECF No. 1, PageID.4.) They took in five more children that year before establishing Bethany Christian Home. (*See id.*) Today, Bethany Christian Services operates in all 50 states and, at any given time, serves tens of thousands of people in need. (*Id.* at ¶ 12, PageID.4.) Its work spans adoption, foster care, family-based care, family strengthening and counseling, and refugee work. (*Id.*)



Bethany Christian’s mission is “to demonstrate the love and compassion of Jesus Christ by protecting children, empowering youth, and strengthening families through the highest quality social services.” (*Id.* at ¶ 15, PageID.5.) Bethany Christian sincerely believes it can only demonstrate the love and compassion of Jesus Christ if its employees personally experience the love and compassion of Jesus Christ as Christians and thus can demonstrate what they themselves have experienced. (*Id.* at ¶ 37, PageID.7.) In accordance with this belief, Bethany Christian has had a Statement of Faith for decades, and Bethany Christian has long required employees to affirm in writing their personal agreement with the Statement of Faith. (*Id.* at ¶¶ 38-39, PageID.7-8.)

Bethany Christian is open and transparent about its religious hiring practices. (*Id.* at ¶45, PageID.9.) The requirement is included in all job postings. (*Id.* at ¶ 46, PageID.9.) It is displayed on Bethany Christian’s website. (*Id.* at ¶ 47, PageID.9.) And it is listed in the Handbook. (*Id.*)

### **Bethany Christian partners with Michigan to provide services to refugees.**

For more than 20 years, Bethany Christian has worked with the State of Michigan to provide a wide range of refugee-related services. (*Id.* at ¶ 28, PageID.6.) OGM is the Michigan agency currently responsible for fulfilling the State’s obligations to pass-through refugee funding from federal agencies like the U.S. Department of Health & Human Services (“HHS”). (*Id.* at ¶ 27, PageID.6.) OGM selects organizations (like Bethany Christian) to receive federal funding and provide actual services to refugees. (*Id.* at ¶ 18, PageID.5.)

Three categories of refugee resettlement contracts are relevant in this case. First, Bethany Christian provides reception and placement services for refugees during their first 30 to 330 days in the United States. (*Id.* at ¶¶ 20-21, PageID.5.) These services are federally funded by grants from the State Department’s Bureau of Population, Refugees, and Migration and HHS’s Office

of Refugee Resettlement (“ORR”). (*Id.* at ¶¶ 21-22, PageID.5-6.) Even though these grants are made by federal agencies, the state agencies responsible for providing other services to the refugees have considerable influence over which placement agencies receive the federal grants. (*Id.* at ¶ 24, PageID.6.)

In 2024, Bethany Christian is the direct recipient of federal reception and placement services grants in Traverse City and the subcontractor of another provider—Church World Service (“CWS”)—in the Grand Rapids and Kalamazoo areas. (*Id.* at ¶¶ 23-24, PageID.6.) In the latter areas, Bethany Christian provided 100% of the reception and placement services under the CWS contract because CWS did not have on-the-ground operations in West Michigan. (*See id.* at ¶ 94, PageID.18.)

Second, Bethany Christian provides supplemental services to the same clients to whom it is providing reception and placement services. (*Id.* at ¶ 25, PageID.6.) These supplemental services include transportation, employment-related assistance, and medical care, and are necessary to promote the clients’ successful transition into life in their new country. (*Id.* at ¶ 26, PageID.6.) Most of the funding for supplemental services contracts comes from OGM, which distributes federal funds from ORR. (*Id.* at ¶ 27, PageID.6.) Because of the inefficiency that would be imposed on the refugee clients if they needed to obtain services from different agencies, the agency that receives reception and placement funding is best suited to receive supplemental services funding. (*See id.* at ¶ 25, PageID.6.)

Third, Bethany Christian provides services including housing for refugee minors who arrive in the United States unaccompanied by adult family members. (*Id.* at ¶ 29, PageID.6.) Here too, OGM operates as a pass-through entity for federal funding from ORR for Unaccompanied Refugee Minors or “URM” grants. (*Id.* at ¶ 29-30, PageID.6-7.) For years,

Bethany Christian has directly contracted with OGM, in its pass-through capacity, to receive funding to support its provision of these programs. (*Id.* at ¶ 31, PageID.7.) In 2024, Bethany Christian held URM grant contracts for Kalamazoo and Grand Rapids. (*Id.* at ¶¶ 127, 129, PageID.23.)

**Some Bethany Christian supervisors in the Refugee & Immigration Services Division oppose its hiring and advocacy policies.**

In mid-2023, Bethany Christian closed its 36th Street office and provided space at Bethany Christian's main Grand Rapids location for the staff who had worked in the 36th Street office. (*Id.* at ¶ 56, PageID.12.) It soon became clear that the hiring managers at Bethany Christian's 36th Street office in Grand Rapids had been making exceptions to Bethany Christian's policy of requiring employees to affirm the Statement of Faith without approval of Bethany Christian's CEO. (*Id.* at ¶ 54-55, PageID.11.)

When the 36th Street office staff transitioned to the main Grand Rapids location, Bethany Christian's Chief Operating Officer, Lorita Shirley, welcomed them and addressed the Statement of Faith. (*Id.* at ¶ 57, PageID.11.) She explained that though Bethany Christian would not require existing non-Christian employees to sign the Statement of Faith, Bethany Christian had not abandoned its commitment to the Statement of Faith. (*Id.*) She also previewed Bethany Christian's Advocacy and Activism Policy which required employees to refrain from displaying items that could be perceived as polarizing, including items that display social or political views. (*Id.* at ¶ 58, PageID.11.) Several of the 36th Street staff members did not agree with these Bethany Christian policies. (*Id.* at ¶ 60, PageID.12.)

Three employees who held leadership roles in the Grand Rapids Refugee & Immigrant Services Division ("RIS"), which had previously been located (almost exclusively) at the 36th Street office, showed their disagreement with Bethany Christian's policies by organizing an

“Interfaith Breakfast” to conflict with Bethany Christian’s annual Christmas Breakfast. (*Id.* at ¶ 61, PageID.12.) These supervisors invited the rest of the Division’s staff, but not senior leaders, to attend. (*Id.* at ¶ 62, PageID.12.) They thus put these Bethany Christian workers in the position of having to choose between Bethany Christian and their supervisors. (*Id.* at ¶ 63, PageID.12.) Bethany Christian met with the three RIS leaders and informed them that their actions were insubordinate. (*Id.* at ¶ 64, PageID.13.) Two of these leaders quit on December 7, 2023. (*Id.* at ¶ 65, PageID.13.) Bethany Christian ended its employment relationship with the third on December 11, 2023. (*Id.*)

**OGM informs Bethany Christian that its religious hiring practices are not consistent with its contracts or state values.**

On the same day two of the RIS leaders quit, OGM’s Deputy Director emailed Bethany Christian and demanded a meeting. (12/07/23 Email from B. Cabanaw to Bethany Christian, ECF No.1-11, PageID.212.) He told Bethany Christian that OGM had been “made aware recently of some changes in hiring practices at BCS, and ha[d] some concerns as it relates to both State of Michigan and federal Office of Refugee Resettlement requirements around non-discrimination and equity practices for hiring and employment.” (*Id.*) A week later during a video conference to address OGM’s concerns, OGM’s Director told Bethany Christian’s leaders that its sincerely held religious belief that it needed to hire Christians to carry out its mission was inconsistent with the state’s “values.” (Verified Compl. at ¶ 72, PageID.14.) She further contended that Bethany Christian had changed its employment policy to eliminate waivers of the Statement of Faith. (*Id.* at ¶¶ 71-72, PageID.12-13.) OGM’s Deputy Director claimed that Bethany Christian was discriminating against other religions and was in violation of language in contracts with OGM. (*Id.* at ¶ 74, PageID.14.)

At the end of the video conference, Bethany Christian asked if OGM would put its concerns in writing so that Bethany Christian could provide a written response. (*Id.* at ¶ 75, PageID.14.) OGM did so. (12/18/23 Request from OGM, ECF No.1-13, PageID.222.) OGM's letter noted that its contracts with Bethany Christian contained the following language:

Non-Discrimination: Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees 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, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant. [12/18/23 Request from OGM, ECF No.1-13, PageID.222.]<sup>1</sup>

OGM asserted that it had received complaints from staff at Bethany Christian regarding its Statement of Faith, and particularly that no exceptions to the requirement that employees affirm Bethany Christian's Statement of Faith would be granted in the future. (12/18/23 Request from OGM, ECF No.1-13, PageID.222.)

OGM then made three requests of Bethany Christian: (1) provide assurance of compliance with the contract language quoted above; (2) provide a plan to address concerns; and (3) provide a plan to replace staff through hiring practices that are non-discriminatory and ensure that the individuals reflect the cultural, linguistic, and demographic characteristics of the populations being served. (*Id.*, PageID.222-223.)

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<sup>1</sup> ELCRA requires that this language be included in state contracts. Mich. Comp. Laws § 37.2209.

**Bethany Christian provides a complete, thorough response to each of OGM's requests, but OGM does not give any substantive response.**

Bethany Christian submitted a complete response on January 5, 2024, that transparently identified its religious mission, its policies, the unauthorized waivers, and the legal support for its practices. (1/05/24 Letter to OGM, ECF No.1-14, PageID.225-232.) Bethany Christian first explained the importance of the Statement of Faith to its identity as an organization. (*Id.*, PageID.226.) Bethany Christian then explained why its practice of hiring co-religionists does not violate the contractual language OGM quoted in its letter. (*Id.*, PageID.226-227.) Bethany Christian specifically explained that though OGM had required compliance with the Elliott-Larsen Civil Rights Act for decades, the requirements of the Elliott-Larsen Civil Rights Act are limited by the state and federal constitutions such that Bethany Christian's practices were lawful. (*Id.*, PageID.228.) Moreover, as Bethany Christian explained, federal law prohibits OGM from imposing a secular hiring requirement on Bethany Christian Services. (*Id.*) In particular, the federal regulations contained in 45 C.F.R. part 87 that protect the equal treatment of faith-based organizations receiving federal funding through the HHS applies to Bethany Christian Service's contracts with OGM. (*Id.*) And those regulations prevented OGM from interfering with Bethany Christian's religious hiring practices. (*Id.*)

Having addressed the legality of its hiring practices, Bethany Christian also dispelled OGM's claim that Bethany Christian had changed its hiring policy. (*Id.*, PageID.228-229.) Bethany Christian pointed out that requiring employees to sign the Statement of Faith had been Bethany Christian's policy for decades and that exceptions were granted, although infrequently, by the CEO. (*Id.*)

OGM did not provide any substantive response. (Verified Compl. at ¶ 92, ECF No. 1, PageID.18.)

**OGM meets with Bethany Christian and CWS and informs Bethany Christian that it will be “moving forward” with CWS (i.e. not Bethany Christian).**

In recent years, Bethany Christian and Samaritas were the only providers of refugee reception and placement services in West Michigan. (*Id.* at ¶ 94, PageID.18.) But shortly before a joint meeting with CWS and OGM, CWS suddenly informed Bethany Christian that it would not be renewing certain subcontracts with Bethany Christian. Instead, for the first time, CWS would provide direct services to refugees in Grand Rapids and Kalamazoo. (*See id.* at ¶ 93, PageID.18.)

Initially, Bethany Christian saw CWS’s entry into this service line as a positive development: there would be three, rather than two, agencies providing services which would create greater capacity and open the door for helping more refugees. (*Id.* at ¶¶ 94-95, PageID.18.) But on June 17, 2024, Bethany Christian learned what was really afoot. (*See id.* at ¶¶ 96-97, PageID.18.) OGM held a call with representatives from Bethany Christian and CWS where OGM advised that instead of increasing the number of refugees being served, the numbers would remain the same and Bethany Christian’s allocations of services would be reduced in favor of CWS. (*See id.* at ¶ 97, PageID.18.) OGM said it was shifting the service provider to one that had no operations in Grand Rapids because of Bethany Christian’s staff turnover. (*Id.* at ¶ 99, PageID.19.) Perhaps because this was so pretextual, OGM ultimately asserted that it could pick whoever it wanted to work with. (*Id.* at ¶ 102, PageID.19.) And it apparently did not want to work with Bethany Christian anymore.

**OGM inserts a new contractual religious-hiring requirement targeting Bethany Christian.**

Over the next weeks, OGM issued RFPs for almost every refugee-related service that Bethany Christian provides under contracts from OGM. (*Id.* at ¶ 103, PageID.19.) The RFPs

were unusual in that they were issued off cycle and required that comments and responses be submitted via email rather than using the Statewide Integrated Governmental Management Applications web portal. (*Id.* at ¶ 105, PageID.19.)

OGM ordinarily issues refugee-services grants on a three-year cycle. (*Id.* at ¶ 32, PageID.7.) The first contract year is awarded after a complete bidding process. (*Id.* at ¶ 33, PageID.7.) The second and third years are contract renewals without a full bidding process. (*Id.* at ¶ 34, PageID.7.) OGM's RFPs were issued for contracts that were slated for renewal, not bids. (*Id.* at ¶ 35, PageID.7.) In other words, OGM was deliberately ending the existing three-year cycle early to rebid the contracts.

OGM also utilized an atypical process for these bids. (*Id.* at ¶ 105, PageID.19.) Ordinarily, OGM requires that comments and questions regarding an RFP and responses be submitted through an online portal. (*Id.*) Any comments or questions, and any responses from OGM, are visible to all other bidders. (*Id.*) The portal thus promotes transparency and ensures that all bidders have the same information. (*Id.*) But this year, for the RFPs related to services that Bethany Christian was providing, OGM required that comments and responses be submitted via email. (*Id.* at ¶ 106, PageID.19.) As a result, the questions and responses were not visible to anyone but OGM and the person sending the comment. (*Id.*)

The most significant anomaly from earlier RFPs was the following new language:

Additionally, OGM requires the following:

- a. When developing and implementing hiring policies, the grantee will create opportunities to employ staff that represent the cultural, national origin, and religions of the newcomer populations being served under this agreement. [*See, e.g.*, Ex. A, RFP No. RSS25-001 at 10.]

This provision had never been included in any earlier contract for refugee services that Bethany Christian was performing for OGM. (Verified Compl. ¶ 107, ECF No. 1, PageID.20.) And



because Bethany Christian was the only West Michigan refugee services agency that had a religious hiring requirement, the effect of the requirement to “create opportunities to employ staff that represent the . . . religions of the newcomer populations being served” uniquely affected Bethany Christian.

Bethany Christian requested clarification from OGM on several occasions in mid-July 2024. (*E.g.*, 7/16/2024 Email from T. Nolan to LEO Refugee Servs., ECF No. 1-15, PageID.236.) Specifically, Bethany Christian asked whether the “employment and hiring practices” Bethany Christian described in its “January 2024 response” would be “allowed under the non-discrimination and diversity, equity, and inclusion requirements,” and if not “what changes would be necessary to Bethany Christian’s practices to comply with the non-discrimination and diversity, equity, and inclusion requirements.” (*See id.*)

OGM’s only response was no response at all:

In fairness to other bidders, the OGM cannot provide insight into an appropriate or acceptable response to the RFP proposal. As stated in the RFP, the OGM will be looking for proposals that, among other things, ensure compliance with the Elliott-Larsen Civil Rights Act, . . . as well as the requirement that the grantee create opportunities to employ staff that represent the cultural, national origin, and religions of the newcomer populations being served under the agreement.” [9/23/2024 Email from OGM, ECF No. 1-16, PageID.239.]

Bethany Christian submitted responses to the RFPs. (*See Verified Compl.* ¶ 111, ECF No. 1, PageID.20-21.) Its successes and losses tell an interesting story: OGM denied to Bethany Christian every contract—except those where it had little choice but Bethany Christian.<sup>2</sup> (*See id.* ¶¶ 127-128, PageID.23.) So, for example, OGM awarded Bethany Christian the URM contracts,

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<sup>2</sup> Bethany Christian is not capable of precisely identifying decisions regarding all of the contracts because it has not received decisions on all of the RFPs and because some RFPs were tied to multiple contracts, and the correlation is not always evident.

but no other agency had the capacity (and physical infrastructure) to provide the necessary housing and services. (*Id.*) And even though Bethany Christian was selected to provide some reception and placement services, OGM undercut the efficacy of those services to the recipients by denying to Bethany Christian the contracts for supplemental services to accompany the reception and placement services, setting Bethany Christian's clients up to fail because they will only receive those supplemental services to the extent that CWS or another provider determine that they have capacity to assist additional clients. (*See id.* at ¶¶ 115-116, PageID.21.)

**Bethany Christian appeals to OGM regarding various contracts and contract denials.**

Bethany Christian appealed OGM's decision to deny the various contracts. (*See, e.g.*, 8/27/2024 Bethany Christian Appeal for Bid Denial, ECF No. 1-18, PageID.249.) In its appeal, Bethany Christian explained that it has been the incumbent provider of RSS Employment Program in Grand Rapids, Michigan, since 2009 and the RSS Post-Resettlement Program since 2017 and that it has consistently met or exceeded performance expectations. (*Id.*) Bethany Christian also explained that the abrupt transition of these services on September 30, 2024 to another agency poses significant risks to the stability of services provided to the refugee population, including disruption of essential client support as well as employment for its staff. (*Id.*) Lastly, the appeal raised concerns with potential violations of the Grants Policy, the integrity of the process, and concerns about the negative impact in the service community. (*See id.*, PageID.249-250.) OGM's response—silence. So after waiting nearly two weeks, Bethany Christian sent a follow up email inquiring on the status of the appeal and raising concerns regarding efforts by the replacement provider to schedule transition meetings before the appeal is resolved. (*See* 9/6/2024 Letter from L. Shirley regarding Appeal Status, ECF No.1-19,

PageID.252.) This time Bethany Christian received a response acknowledging the email, but not action on the appeal. (*See Verified Compl.* ¶ 126, ECF No. 1-1, PageID.23.)

When Bethany Christian received contract documents for three of the six URM contracts that OGM awarded to it, Bethany Christian noted that the contracts contained the provision requiring Bethany Christian to “create opportunities to employ staff that represent the . . . religions of the newcomer populations.” (*See* 8/2024 Email Correspondence regarding URM Contract Language Proposed Changes, ECF No.1-20, PageID.255.) Bethany Christian was surprised because that language had not been included in the RFPs for the URM services. (*Id.* at PageID.256.) So Bethany Christian asked OGM to clarify what was meant by this language, including whether Bethany Christian’s hiring practices as described in its January 2024 written responses to OGM’s requests for “assurances” were compliant with the proposed contract. (*Id.*) And if not, Bethany Christian asked OGM to please explain what changes would be necessary to Bethany Christian’s practices to ensure compliance. (*Id.*) Bethany Christian also proposed amendments to the contract language limiting the new employment opportunity language to “the cultures and national origins of the newcomer populations being served.” (*Id.* at PageID.257.) Again, despite multiple follow-ups, OGM did not provide a substantive response before the lawsuit commenced. (*See Follow Up Emails Seeking Response to Proposed Amendments*, ECF No.1-21, PageID.261-262.) And it has failed to provide the contracts for the other three URM grants awarded to Bethany Christian. (*See Verified Compl.* ¶ 130, ECF No. 1, PageID.23.) In a final effort to try to identify and resolve any misperceptions and disagreements, Bethany Christian emailed OGM’s Director and Assistant Director to set up a meeting with them and their staff. (8/27/2024 Email Requesting Meeting with OGM, ECF No.1-22, PageID.269.) After

briefly summarizing Bethany Christian's efforts to obtain clarity from OGM, Bethany Christian wrote:

It may be that Bethany Christian and OGM have divergent perspectives on what the law allows and does not allow with regard to hiring co-religionists, and that OGM has decided to reduce or minimize Bethany Christian Services' participation in various programs. Before assuming that OGM has reached that conclusion, our leadership team would like to meet with you and whomever else on your staff that you wish to include to have an open discussion to clear any misperceptions and resolve any disagreements. [(*Id.* at PageID.269.)]

To date, OGM has still not responded. Indeed, Bethany Christian sent communications regarding the issues here to OGM no fewer than a dozen times. (*See* Ex. B, Chart of Bethany Christian's Communications to OGM.) Not once has OGM provided a substantive response.

But OGM has indicated that it plans to move forward with the transition. On September 9, OGM sent Bethany Christian an email indicating that Bethany Christian should "stop taking RCA referrals as of 9/15/2024," and that "All active clients in the DMS should be ended dated 9/30/2024." (Ex. C, 9/9/2024 Email from N. Adams.)

Without any other meaningful recourse, Bethany Christian filed its Verified Complaint in this case on September 9, 2024. (ECF No. 1, PageID.1-36.) Bethany Christian now moves on an emergency basis for a preliminary injunction and expedited discovery.

## **ARGUMENT**

Preliminary injunctive relief is necessary to preserve the status quo and prevent irreparable harm to Bethany Christian. "The purpose of a preliminary injunction is simply to preserve the status quo" until a trial on the merits can be held. *United States v. Edward Rose & Sons*, 384 F.3d 258, 261 (6th Cir. 2004). To obtain a preliminary injunction, Bethany Christian must show: (1) it is likely to succeed on the merits of its constitutional claims; (2) it is likely to

suffer irreparable harm in the absence of preliminary relief; (3) that the balance of equities tips in its favor; and (4) that an injunction is in the public interest. *See Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008); *Deja Vu of Nashville, Inc. v. Metro. Gov't of Nashville & Davidson Cnty., Tenn.*, 274 F.3d 377, 400 (6th Cir. 2001). These circumstances satisfy all four elements.

**I. Bethany Christian is likely to succeed on the merits of its constitutional claims because Defendants have violated the Free Exercise Clause.**

Bethany Christian has a strong likelihood of success on the merits. When a law is challenged on constitutional grounds, likelihood of success on the merits is usually the determinative factor in deciding whether to grant a preliminary injunction, as the other factors are generally met when that factor is met. *Obama for Am. v. Husted*, 697 F.3d 423, 436 (6th Cir. 2012). Here, Bethany Christian is likely to succeed on the merits on its claims that OGM's policies violated the free exercise clause of the First Amendment.

The First Amendment, applicable to the states through the Fourteenth Amendment, provides that "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof." U.S. Const. amend. I; *Cantwell v. Connecticut*, 310 U.S. 296, 303 (1940). The Free Exercise Clause "protects not only the right to harbor religious beliefs inwardly and secretly. It does perhaps its most important work by protecting the ability of those who hold religious beliefs of all kinds to live out their faiths in daily life." *Kennedy v. Bremerton Sch. Dist.*, 597 U.S. 507, 524 (2022). The government may not burden the sincere religious practices of persons (including organizations) pursuant to policies that are not neutral or generally applicable. *Fulton v. City of Philadelphia*, 593 U.S. 522, 533 (2021). "At a minimum, the protections of the Free Exercise Clause pertain if the law [or policy] at issue discriminates against some or all religious beliefs or regulates or prohibits conduct because it is undertaken for

religious reasons.” *Church of Lukumi Babalu, Inc. v. City of Hialeah*, 508 U.S. 520, 532 (1993). Indeed, it was “historical instances of . . . intolerance that gave concern to those who drafted the Free Exercise Clause.” *Bowen v. Roy*, 476 U.S. 693, 703 (1986).

As a preliminary matter, Bethany Christian’s sincere religious practices are burdened by OGM’s demand that it choose between its longstanding practice of requiring its employees to sign its Statement of Faith or participation in OGM-controlled federally funded grants to serve refugees. Bethany Christian’s values include that “We are motivated by our faith,” and its mission is to “demonstrate the love and compassion of Jesus Christ.” (See Employee Handbook, ECF No. 1-9, PageID.203.) Thus, its Christian faith is Bethany Christian’s principal motivation and the source of its calling to serve refugees and those in need. It believes it is living out its Christian beliefs by demonstrating the love and compassion of Jesus Christ through the service its employees provide to refugees. Bethany Christian sincerely believes that it can only demonstrate the love and compassion of Jesus Christ if its employees know that love and have a relationship with Jesus Christ. (See Verified Compl. ¶ 37, ECF No. 1, PageID.7.) Bethany Christian has demonstrated its sincere belief by consistently requiring, through its hiring practices and employee policies, that its employees affirm its statement of faith. (*Id.* ¶ 39, PageID.8.) Demanding that Bethany Christian change this policy is a significant burden on its religious exercise.

Having burdened Bethany Christian’s sincere religious practices, OGM’s policies and contractual language are subject to strict scrutiny for two reasons. First, OGM’s policy of requiring contracting agencies to “create opportunities to employ staff that represent the . . . religions of the newcomer populations being served under this agreement” is not generally applicable. Second, OGM’s policy is not neutral, because OGM has persistently targeted

Bethany Christian’s religious exercise. Because Defendants cannot demonstrate any compelling state interest for its policies, or that its policies are narrowly tailored to achieve that interest, OGM’s policies cannot satisfy this “highest level of review.” *Susan B. Anthony List v. Driehaus*, 814 F.3d 466, 473 (6th Cir. 2016). Accordingly, Bethany Christian is likely to succeed on the merits of its free exercise claims.

**A. OGM’s conduct is subject to strict scrutiny because it discriminates against Bethany Christian because of its sincerely held religious beliefs and religious practices.**

**1. Strict scrutiny applies because OGM’s policy is not generally applicable.**

OGM’s policy is subject to strict scrutiny because it is not generally applicable. Laws or policies that have the incidental effect of burdening a particular religious practice can only escape strict scrutiny if they are both “neutral and generally applicable” on their face and the government implements them in a neutral and generally applicable manner. *Fulton*, 593 U.S. at 542; *Ward v. Polite*, 667 F.3d 727, 738 (6th Cir. 2012). In *Fulton*, for example, the U.S. Supreme Court examined Philadelphia’s refusal to renew a foster care contract with Catholic Social Services (“CSS”) when it refused to agree to certify same-sex couples as foster parents. *Id.* at 526-27 (2021). Philadelphia argued that CSS’ practice of refusing to certify same-sex couples violated its standard foster-care contract. *Id.* at 534. The Supreme Court determined that the contractual language in question was not generally applicable given that the provision permitted the government to grant exceptions. *Id.* at 534-35.

The Court explained that a law is not generally applicable if (1) “it invites the government to consider the particular reasons for a person’s conduct by providing a mechanism for individualized exemptions” or (2) “if it prohibits religious conduct while permitting secular conduct that undermines the government’s asserted interests in a similar way.” *Id.* at 533-34.

Given that Philadelphia’s policy incorporated a system of individual exemptions at the sole discretion of the government, the U.S. Supreme Court concluded that Philadelphia could not “refuse to extend that exemption system to cases of religious hardship without compelling reason.” *Id.* at 535 (cleaned up).

In addition, the Court rejected Philadelphia’s argument that CSS’ practice of not certifying same-sex couples as foster parents violated the Fair Practices Ordinances, which forbids denying or interfering with public accommodations opportunities based on someone’s race, sex, sexual orientation, and other protected groups. *Id.* at 538. The Court reasoned that Philadelphia could not rely on the ordinance as its basis to exclude CSS because it was not generally applicable, given that Philadelphia allows exceptions for secular reasons despite denying one for CSS’ religious exercise. *Id.*

Here, OGM imposes two separate conditions. The first is that proposals must “ensure compliance with the Elliot Larsen Civil Rights Act.” (*See, e.g.*, Ex. A, RFP No. RSS25-001 at 10.) Bethany Christian’s employment practices comply with the requirements of ELCRA because despite its lack of a specific religious non-profit hiring exception like that found in the analogous Civil Rights Act of 1964, 42 U.S.C. § 2000e-1(a), it is well established that ELCRA’s scope is limited by the religion clauses in the federal and state constitutions, with the latter requiring strict scrutiny for any impairment of religious exercise. *See Champion v. Sec’y of State*, 761 N.W.2d 747, 753 (2008) (“[W]e apply the compelling state interest test (strict scrutiny) to challenges under the free exercise language in Const. 1963, art. 1, § 4, regardless of whether the statute at issue is generally applicable and religion-neutral, which is the case here.”); *see also Weishuhn v. Catholic Diocese of Lansing*, 756 N.W.2d 483, 497-98 (2008) (applying federal constitution to limit the scope of ELCRA). Moreover, courts have generally upheld the right of



religious organizations to hire personnel who share their beliefs. *Seattle's Union Gospel Mission v. Wood*, 142 S. Ct. 1094 (2022) (Alito, J, dissenting from denial of cert.). For example, in *Hall v. Baptist Mem. Health Care Corp.*, while affirming the defendant's right to make employment decisions based on its religious beliefs, the Sixth Circuit noted that "the First Amendment does not permit federal courts to dictate to religious institutions how to carry out their religious missions or how to enforce their religious practices." 215 F.3d 618, 622-623, 626 (6th Cir. 2000).

Even if Defendants believe that ELCRA prohibits Bethany Christian's requirement that employees affirm the Statement of Faith, ELCRA, like the law in *Fulton*, is subject to strict scrutiny as applied to Bethany Christian's practices. ELCRA contains both individualized and categorical secular exemptions and therefore is not generally applicable.

ELCRA provides an individualized exemption provision for bona fide occupational qualifications that requires individualized government determinations. Mich. Comp. Laws § 37.2208 provides:

A person subject to this article may apply to the commission for an exemption on the basis that religion, national origin, age, height, weight, or sex is a bona fide occupational qualification reasonably necessary to the normal operation of the business or enterprise. Upon sufficient showing, the commission may grant an exemption to the appropriate section of this article. An employer may have a bona fide occupational qualification on the basis of religion, national origin, sex, age, or marital status, height and weight without obtaining prior exemption from the commission, provided that an employer who does not obtain an exemption shall have the burden of establishing that the qualification is reasonably necessary to the normal operation of the business.

Second, ELCRA contains a categorical secular exemption for a bona fide seniority or merit system.

Mich. Comp. Laws § 37.2211 provides:

Notwithstanding any other provision of this article, it shall not be an unlawful employment practice for an employer to apply

different standards of compensation, or different terms, conditions or privileges of employment pursuant to a bona fide seniority or merit system.

ELCRA thus treats secular interests—bona fide occupational qualifications and seniority systems—as more favorably than religious exercise. Because ELCRA is not generally applicable, its policies burdening Bethany Christian’s First Amendment right to the free exercise of religion must be examined under strict scrutiny.

The second condition imposed by OGM is that agencies create opportunities to hire individuals of the same religion as the population that is being served. This OGM policy is also not generally applicable because whether an agency (like Bethany Christian) has succeeded in creating employment opportunities representative of the newcomer populations being served, depends on OGM’s subjective, case-by-case, evaluation of the agency’s plan. In its scoring sheet, OGM describes its evaluation of this requirement as follows: “Did the bidder describe a hiring plan of culturally proficient and competent staff that represent the cultural, national origin, and religions of the newcomer populations being served?” (Ex. D, Scoring Sheet.)<sup>3</sup> This is precisely the type of subjective, case-by-case evaluation that triggered strict scrutiny in *Fulton*. And it does the same here.

Finally, OGM has not *applied* its policy in a generally applicable manner, which also triggers strict scrutiny. The Ninth Circuit recently addressed a similar situation in *Youth 71Five Ministries v. Williams*, No. 24-4101, 2024 WL 3749842, at \*3 (9th Cir. Aug. 8, 2024). There, the Ninth Circuit issued emergency injunctive relief to stop the state from discriminating against 71Five for its practice of hiring co-religionists. “Once the state of Oregon learned of this hiring

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<sup>3</sup> Notably, the state’s diversity and inclusion policies are not limited to this scoring category. They bleed into many others, so that if the state dislikes an agency’s hiring practices (as in the case of Bethany Christian), the agency’s scoring losses will not be limited to that category alone.

practice, it canceled \$410,000 in grants to 71Five, asserting that the group violated the state's non-discrimination policy.” *Id.* at \*1. The state, however, had not applied this non-discrimination policy in a neutral or generally applicable manner: “As evidenced by their websites, many other participants in the Program discriminate in violation of the [non-discrimination policy]. . . . Yet the state continues to fund these groups while it has revoked 71Five’s grants.” *Id.*

So too here. OGM claims that Bethany Christian has violated its non-discrimination policy, but it allows other groups to receive grants even though they discriminate because of protected categories in their hiring practices and in the client groups they serve. For instance, Catholic Charities of Ingham, Eaton & Clinton Counties, St. Vincent Campus, Les Clay, Puertas Abiertas, the Ukrainian Society of Michigan, Zaman, and the Muslim Foster Care Association all appear to engage in preferential hiring or service. (*See, e.g.*, About Us, Muslim Foster Care Association, available at: website <https://muslimfostercare.org/> (“At the Muslim Foster Care Association, we strive to enable Muslim children in the foster care system to thrive, flourish and be their best as human beings, Muslims, and contributing members of society.”); Puertas Abiertas, available at: <https://puertasabiertasgr.org/en> (“Empowering Latina women to make healthy choices and live free from violence.”); About Us, Les Clay, available at: <https://www.lesclay.org/about-us> (“Les Clay seeks to empower African immigrants to be active contributors in American Society.”); Ukrainian Society of Michigan, available at: <https://www.uasmi.org/> (“Our top priority is to provide physical and psychological assistance to those Ukrainians who, as a result of the Russian invasion, were forced to flee their homes and seek refuge in Michigan.”); Zaman, available at: <https://zamaninternational.org/> (“Zaman empowers women to break the cycle of intergenerational poverty by providing mothers the support, training, and employment needed to lift their families out of poverty.”).)

Indeed, OGM has not even applied its policy in a generally applicable manner to Bethany Christian itself. When OGM really needed Bethany Christian to continue serving—e.g., unaccompanied refugee minors under the URM contracts—it awarded the grants last month. When OGM has other options, it rejects Bethany Christian’s bid. For example, it rejected Bethany Christian’s bid for the Supplemental Services grants, and it is actively replacing Bethany Christian with CWS in providing reception and placement services.

2. *Strict scrutiny applies because OGM’s policy is a thinly veiled targeting of Bethany Christian’s faith-based practice.*

OGM’s policy is subject to strict scrutiny because it is a veiled cover for targeting Bethany Christian’s faith-based practice. “The Free Exercise Clause protects against governmental hostility which is masked, as well as overt.” *Lukumi*, 508 U.S. at 534 (cleaned up). As a result, where a policy is a “veiled cover for targeting a belief or a faith-based practice, the law satisfies the First Amendment only if it advances interests of the highest order and is narrowly tailored in pursuit of those interests.” *Ward*, 667 F.3d at 738 (cleaned up). As the Supreme Court put it, “a government policy will not qualify as neutral if it is specifically directed at religious practice.” *Kennedy*, 597 U.S. at 526 (emphasis added; cleaned up). Factors relevant to determining whether a policy is directed at religious practice include “the historical background of the decision under challenge, the specific series of events leading to the enactment or official policy in question, and the legislative or administrative history, including contemporaneous statements made by members of the decisionmaking body.” *Lukumi*, 508 U.S. at 540.

In *Lukumi*, the plaintiff Santeria church announced plans to establish a house of worship school, cultural center, and museum with the goal of bringing the practice of the Santeria faith, including its ritual of animal sacrifice, into the open. 508 U.S. at 525-26. The defendant city

council reacted by enacting a series of ordinances prohibiting the slaughter of animals but exempting slaughter by licensed establishments of animals and specifically raised for food purposes. *Id.* at 527-28. The Supreme Court found that the burden of these ordinances fell on Santeria adherents but almost no others. *Id.* at 536. This was akin to singling out a religious practice for discriminatory treatment, and therefore requires the law or policy to overcome strict scrutiny. *Id.*

Here, the historical background, specific events leading to the addition of the “opportunity to hire” provision, and the statements by OGM leaders, all demonstrate the Bethany Christian is likely to prevail on its targeting claim.

The State of Michigan has a recent history of violating the free exercise rights of religious social services organizations. In *Buck v. Gordon*, this Court concluded that St. Vincent Catholic Charities was likely to prevail against the Michigan Department of Health and Human Services (“MDHHS”) because there was substantial evidence that the State, up to and including a statewide elected official, targeted St. Vincent and other religious organizations for their religious beliefs. *Buck v. Gordon*, 429 F. Supp. 3d 447, 461-65 (W.D. Mich. 2019). After *Fulton*, MDHHS agreed to entry of judgment against it for violating St. Vincent’s Free Exercise rights. *Buck v. Gordon*, W.D. Mich. Case No. 1:19-cv-00286, Stipulation (ECF No.112) at 4. Bethany Christian was another victim of the State’s civil rights violations, but it chose not to pursue litigation to vindicate its rights at that time.

Like in *Buck v. Gordon*, the historical background and the policy itself point to religious targeting. Until a few months ago, OGM had never required a social services provider to create opportunities to hire individuals of the same religion as the population being served. OGM only implemented this policy *after* it claims to have learned about Bethany Christian’s religious

practice of hiring Christians and after a former Bethany employee who objected to the Statement of Faith left Bethany Christian and went to work for OGM. Indeed, OGM's entire course of action since allegedly "learning" of Bethany Christian's practice displays one thing: OGM will not contract with a Christian organization that hires Christians unless it has no alternative.

During the December 2023 meeting, OGM told Bethany Christian that its religious hiring practice was inconsistent with the state's "values," and was inconsistent with state and federal law. The federal regulations, however, do not require Bethany Christian to abandon its practices. On the contrary, they protect Bethany Christian's practice of hiring co-religionists. *See* 45 C.F.R. 87.3. Similarly, Bethany Christian's conduct does not violate ELCRA, because ELCRA has been limited by the federal constitution. *See Weishuhn*, 756 N.W.2d at 497-98 (applying federal constitution to limit the scope of ELCRA); *Porth v. Roman Catholic Diocese of Kalamazoo*, 536 N.W.2d 195 (Mich. Ct. App. 1995) (stating that "Michigan courts have always applied a strict scrutiny test to state regulation of religious freedom).

Moreover, Bethany Christian's policy has not caused harm to refugees. In fact, Bethany Christian has partnerships in place with religious institutions from other faiths to aid refugees who are not Christians. (*See* Refugee Social Services Bid at 9-10, ECF No. 1-4, PageID.172-173. (noting Bethany Christian's partnership with "two local Mosques [to] allow for participation of religious services for youth and newly arrived families who are Muslim.").)

Bethany Christian pointed all of this out to OGM in its response and its bids. But instead of admitting its error, OGM issued off-cycle RFPs; added language to RFPs and contracts that is crafted to exclude Bethany Christian;<sup>4</sup> denied Bethany Christian's bid for the supplemental

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<sup>4</sup> As OGM is well aware, Bethany Christian cannot agree to "create opportunities to employ staff that represent the . . . religions of the newcomer populations being served under this agreement,"

services it has provided for decades and that always accompany an Reception and Placement award; and told Bethany Christian that OGM has “discretion” to choose the “best partner” and that it intended to work with CWS. (Verified Compl. ¶¶ 98, 102, ECF No. 1, PageID.18-19.)

OGM’s repeated inclusion of language that excludes Bethany Christian alone is particularly relevant under the Supreme Court’s precedent. *Lukumi*, 508 U.S. at 535 (“[T]he effect of a law in its real operation is strong evidence of its object.”). Like in *Lukumi*, OGM’s policy excludes Bethany Christian alone. That is strong—perhaps dispositive—evidence of targeting.

OGM also denied Bethany Christian’s repeated, good-faith efforts to engage OGM on this issue. Bethany Christian expressed concern and repeatedly asked for clarification regarding the new non-discrimination language in the RFPs and contracts. (*See* Ex. B, Chart of OGM’s Refusal to Respond to Bethany Christian.) OGM never responded. OGM’s persistent refusal to respond, or otherwise engage Bethany Christian on this issue, confirms that OGM’s actions are not motivated by providing the best service to refugees.

Because this entire background points to non-neutral targeting, OGM’s policy is subject to strict scrutiny.

## **B. Defendants cannot satisfy strict scrutiny.**

OGM’s policy cannot withstand strict scrutiny because it does not serve a compelling government interest and is not narrowly tailored to serve that interest. “Laws subject to strict scrutiny are presumptively unconstitutional and can only survive if they (1) serve a compelling state interest and (2) are narrowly tailored to achieve that interest.” *Susan B. Anthony List*, 814

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because that would require Bethany Christian to abandon its sincere belief that it must hire Christians to accomplish its mission.

F.3d at 473; see also *Lukumi*, 508 U.S. at 546 (“A policy satisfied strict scrutiny only if it “advance[s] interests of the highest order and [is] narrowly tailored in pursuit of those interests.” (cleaned up)). This is a demanding inquiry, as “[a] law that targets religious conduct . . . will survive strict scrutiny only in rare cases.” *Lukumi*, 508 U.S. at 546. And with the First Amendment in particular, “broadly formulated interests” are insufficient; instead, a “more precise analysis” and scrutiny are required. *Fulton*, 593 U.S. at 541.

A compelling interest is an interest “of the highest order,” of the type that would justify the most serious government infringements upon constitutional rights.” *Id.*; see also *Wisconsin v. Yoder*, 406 U.S. 205, 215 (1972). When considering a claim of compelling interest, courts must “scrutiniz[e] the asserted harm of granting specific exemption to particular religious claimants — in other words, to look to the marginal interest in enforcing the [policy] in these cases.” *Burwell v. Hobby Lobby Stores, Inc.* 573 U.S. 682, 726-27 (2014) (cleaned up).

Here, Defendants do not have a compelling interest. First, OGM cannot ground its interest in preventing religious discrimination. Such a justification is not tenable where a plaintiff has demonstrated a likelihood of success on the issue of religious targeting. One does not stamp out religious discrimination by discriminating based on religion.

Moreover, Defendants lack any compelling interest in requiring Bethany Christian to hire staff that represent the religions of the newcomer populations. OGM’s website states that its goal “is to strengthen communities by ensuring state programs and opportunities are accessible, inclusive, and positioned to have the best possible impact.” See Office of Global Michigan, available at <https://www.michigan.gov/ogm>. To this end, regarding refugee resettlement, Defendants assert that its “programs facilitate the smooth integration of newcomers, ensuring a welcoming environment.” *Id.*



However, like in *Students for Fair Admissions, Inc. v. President and Fellows of Harvard College*, while “these are commendable goals, they are not sufficiently coherent for purposes of strict scrutiny.” 600 U.S. 181, 214 (2023). There, the defendant university identified several education benefits it was pursuing through its affirmative action programs, including “preparing graduates to adapt to an increasingly pluralistic society; better educating its students through diversity; and producing new knowledge stemming from diverse outlooks,” *Id.* The Supreme Court found that those these goals were “commendable” they were not “sufficiently coherent for the purposes of strict scrutiny.” The Court noted that it was unclear how courts are supposed to measure any of these goals, making the interests “inescapably imponderable.” *Id.* at 214-15. The Court also found that the policy “fail[ed] to articulate a meaningful connection between the means they employ and the goals they pursue.” *Id.* at 215. Accordingly, the Court found that the defendant university could not overcome strict scrutiny. *Id.* at 217-18.

Here, like in *Fair Admissions*, OGM’s policy of requiring Bethany Christian to hire staff whose faith practices reflect the religions of refugee populations to facilitate the smooth integration of newcomers or ensure a welcoming environment are commendable, but not sufficiently coherent, nor is there a meaningful connection between the goal and the means. First, as in *Students for Fair Admissions*, it is not clear how the goals of smooth integration or ensuring a welcoming environment is measurable. Second, there is absolutely no evidence that a Christian employee from Bethany Christian is unable to ensure smooth integration or a welcoming environment for a refugee of a different faith. Indeed, OGM’s longstanding partnership with Bethany Christian confirms that Bethany Christian has been successful in doing so.

Moreover, as in *Fulton*, Defendants cannot show that granting an exception to its policy would harm its asserted interest. In *Fulton*, the Supreme Court determined the defendant City could not demonstrate that its asserted interests of maximizing the number of foster parents and ensuring equal treatment of foster parents and children could be achieved through its policies because it could not show how this asserted interest would be harmed by granting an exception. 593 U.S. at 541. Here, similarly, Defendants cannot show that granting an exception to Bethany Christian will affect detrimentally the services Bethany Christian offers to refugees. Defendants speculate that a service worker of a different religion than a refugee would change the quality of the services provided. “Such speculation is insufficient to satisfy strict scrutiny.” *Id.* (citing *Brown v. Entm’t Merch. Assn.*, 564 U.S. 786, 799–800 (2011)).

Second, Defendants have not applied the least restrictive means to achieve its goal. The least-restrictive-means standard is “exceptionally demanding,” and requires the government to “sho[w] that it lacks other means of achieving its desired goal without imposing a substantial burden on the exercise of religion by the objecting part[y].” *Id.* at 728. “[I]f the less restrictive means is available for the Government to achieve its goals, the Government must use it.” *United States v. Playboy Entm’t Grp., Inc.*, 529 U.S. 803, 815 (2000). A policy flunks this prong if “[the proffered] interest could be achieved by narrower [policies] that burde[n] [the right] to a far lesser degree.” *Lukumi*, 508 U.S. at 546.

Here, there are less restrictive means to accomplish the goals of smooth integration and ensuring a welcoming environment to newcomers. Indeed, OGM already imposes various other means to achieve the same purposes. For example, OGM already requires the following:

- Provide DEI training opportunities for staff, volunteers, contractors, and subgrantees, and at minimum require every staff to complete the State of Michigan’s Implicit Bias Training or comparable training approved by OGM.

- When developing new programming, ensure that all ORR-eligible populations, regardless of race, religion, gender identity, sexual orientation, disability, or other characteristic(s), receive fair treatment, access, and opportunity under this agreement.
- Review existing programming to identify and eliminate barriers that may prevent full participation in services under this agreement.
- Practice inclusion through purposeful collaboration and engagement with ethnic communities and stakeholders to create best practices and service design and delivery, through language, visual art, symbols, or any other methods of communication to ORR-eligible populations. [Ex. A, RFP No. RSS25-001 at 10.]

The Defendants cannot show that requiring contracted agencies to create opportunities to hire individuals based on the religion of the community being served is essential to whatever purportedly compelling government interest is at stake here.

For these reasons, OGM's policy cannot withstand strict scrutiny.

## **II. Bethany Christian will suffer irreparable harm without a preliminary injunction.**

Courts have recognized that the “loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury.” *Libertarian Party of Ohio v. Husted*, 751 F.3d 403, 412 (6th Cir. 2014) (quoting *Connection Distrib. Co. v. Reno*, 154 F.3d 281, 288 (6th Cir. 1998); *see also Newsom v. Norris*, 888 F.2d 371, 378 (6th Cir. 1989) (“The Supreme Court has unequivocally admonished that even a minimal infringement on First Amendment values constitutes irreparable injury sufficient to justify injunctive relief.” (cleaned up))). It is enough that Defendant has violated Bethany Christian's constitutional rights by “putting it to the choice” of violating its religious beliefs for the fear of losing access to an otherwise-available grant program. *Fulton*, 593 U.S. at 532. This in-and-of itself constitutes an irreparable harm to Bethany Christian.

Bethany Christian, however, is also on the verge of suffering irreparable harm in other ways. OGM has begun the process of moving Bethany Christian's Supplemental Service contracts to another social services provider. (9/6/2024 Letter from L. Shirley Regarding Appeal Status, ECF No. 1-19, PageID.252.) Defendants have scheduled this program to be transferred to Samaritas on September 30, 2024, despite Bethany Christian being the incumbent provider in Grand Rapids, Michigan since 2009 and the RSS Post-Resettlement Program since 2017, and the supplemental services program grant being essential for Bethany Christian to carry out its duties under the reception and placement program. (8/27/2024 Appeal Letter for Bid Denial RFP No. RSS25-001, ECF No. 1-18, PageID.249-50.) This abrupt transition poses significant risks to the stability of services provided to the refugee population, including disruption of essential client support and employment for our staff. (*Id.*) Indeed, absent court involvement, Bethany Christian will have to terminate dozens of employees by the end of the month.

Defendant's unconstitutional actions have also set Bethany Christian up for failure in its performance of its reception and placement contract. As explained, Supplemental Services funding is critical to providing complete assistance to refugees. Supplemental Services funding always—as a matter of practice—accompanies Reception and Placement funding. By depriving Bethany Christian of the Supplemental Services funding, OGM has set Bethany Christian up to fail in reception and placement programming. Bethany Christian will be unable to provide critical services to the refugees it takes on under the reception and placement contract. For example, it will be unable to help these employees find employment opportunities. As a result, Bethany Christian's standing and reputation in the refugee community will be harmed, as will its ability to obtain reception and placement grants in the future because it will be unable to meet the benchmarks on its current contract.

In short, irreparable harm is imminent.

### **III. The balance of equities tips in Bethany Christian's favor and an injunction is in the public interest.**

Where “the Government is the opposing party,” the “harm to the opposing party and the public interest” factors “merge.” *Nken v. Holder*, 556 U.S. 418, 435 (2009). Here, it is in the best interest of the public to enjoin Defendants from removing Bethany Christian's contracts.

“The Sixth Circuit has found that ‘it is always in the public interest to prevent violation of a party's constitutional rights.’ ” *Mattia v. City of Ctr. Line, Michigan*, 2017 WL 6422069, at \*10 (E.D. Mich. Dec. 18, 2017) (quoting *Deja Vu of Nashville, Inc.*, 274 F.3d at 400 (cleaned up)). Indeed, “the public as a whole has a significant interest in . . . protection of First Amendment liberties.” *Libertarian Party of Ohio*, 751 F.3d at 412 (cleaned up)).

Compared to the irreparable harm suffered by Bethany Christian, Defendants and the third-parties to whom the supplemental services contracts are being transitioned will not suffer harm were this Court to maintain the *status quo* pending disposition of this case on the merits. Like the proverbial toothpaste once it is out of the tube, transition of the contracts will be nigh impossible to reverse once it occurs because Bethany Christian will lose its experienced staff who are essential to provide the services at issue here. However, since these third-parties did not manage these contracts before, they will not be harmed by pressing pause on the abrupt transition while this Court determines if Defendants unconstitutionally violated Bethany Christian's First Amendment rights.

## **CONCLUSION**

For all the foregoing reasons, Bethany Christian respectfully requests that the Court enter a preliminary injunction that requires Defendants to preserve the status quo regarding Bethany

Christian's provision of refugee-related services in the Grand Rapids, Kalamazoo, and Traverse City areas under the contracts in effect on September 9, 2024, and enjoins Defendants from transitioning services to other providers from Bethany Christian pending final judgment in this action.

Date: September 11, 2024

/s/ Matthew T. Nelson

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# Exhibit A

**Michigan Department of Labor and Economic Opportunity (LEO)  
Office of Global Michigan (OGM)  
REQUEST FOR PROPOSAL (RFP)**

**Service Title:** Refugee Social Services

**Anticipated Begin Date:** 10/01/2024

**Anticipated End Date:** 09/30/2027

**RFP Number:** RSS25-0001

**Funding Type:** Refugee Social Services (RSS) & Afghanistan Supplemental Appropriation (ASA)

**Fiscal Year:** 2024 – 2025

**Estimated Total Funding:** \$5,000,000

**Estimated Average Award:** \$500,000

**Award Ceiling:** \$1,000,000

**Award Floor:** \$50,000

**Agreement Type:** Actual Cost Reimbursement

**Proposal Submission:** Proposals and subsequent attachments must be submitted via email to [LEO-RefugeeServices@michigan.gov](mailto:LEO-RefugeeServices@michigan.gov) by 11:59 p.m. EDT, July 26th, 2024 (Section I.2).

**Geographic Area:** Statewide – Bidders should propose service areas.

**Disqualifying Criteria:**

The Bidder will be disqualified and the proposal will not be reviewed if any of the following:

- Bidder does not submit a completed proposal on, or before, 11:59 p.m. EDT July 26<sup>th</sup>, 2024.
- Bidder does not stay at or below the award ceiling amount of \$1,000,000.
- Bidder's completed proposal exceeds 40 pages total, including all of section III2.1 – 4.2b.
- Bidder is determined to be ineligible for the funding (Section I.4).

**Additional Information:**

If your agency has questions, please email [LEO-RefugeeServices@michigan.gov](mailto:LEO-RefugeeServices@michigan.gov) by 12:00 p.m. (noon) EDT July 17<sup>th</sup>, 2024.

If you need an accommodation to complete this form, please email [LEO-RefugeeServices@michigan.gov](mailto:LEO-RefugeeServices@michigan.gov)

Authority: P.A. 2080 of 1939

Completion: Mandatory

Penalty: Agreement Invalid

The Michigan Department of Labor and Economic Opportunity (LEO) will not discriminate against any



individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs, or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known.

**Section I: PROPOSAL OVERVIEW****1. Instructions for Bidders**

Bidders shall complete Section III – Proposal, and submit additional pages, if necessary, not to exceed a total of 40 pages. When adding additional pages, the related subsection should be indicated at the top of the page with an attachment number. The pages should be numbered in sequence under each attachment. (For example, Subsection 2: Experience & Past Performance, Attachment 1, page 1 of 4, page 2 of 4, etc.). Bidders are expected to use the form and format provided in Section III to complete the proposal. Font size should be no smaller than 12-point.

**2. Delivery of Proposal**

The Bidder must submit their proposal, attachments (if any), and modifications or withdrawals via email to [LEO-RefugeeServices@michigan.gov](mailto:LEO-RefugeeServices@michigan.gov). Proposals submitted in person, by mail, or by fax will not be considered for award. The Bidder must submit their proposal in Microsoft Word format. The proposal and attachments must be emailed by 11:59 p.m. EDT July 26th, 2024. Bidder's failure to submit a proposal as required may result in disqualification of proposal.

**3. RFP Questions**

Questions regarding the content of this RFP must be emailed to [LEO-RefugeeServices@michigan.gov](mailto:LEO-RefugeeServices@michigan.gov), on or before 12:00 p.m. (noon) EDT July 17<sup>th</sup>, 2024. No questions will be responded to if emailed after the deadline. LEO staff are not allowed to respond to questions regarding the content of the RFP that are made via telephone or virtual meeting.

**4. Bidder Eligibility**

Any organization or agency that serves or wishes to serve foreign-born populations may apply for this funding. The organization does not need to have a history of working with foreign-born populations. See Section II.2 for eligible populations. Non-governmental organizations must be a registered 501c3 nonprofit. Bidders are not required to have a history of funding with LEO-OGM to be eligible for this RFP.

State of Michigan employees may not act as Bidders. Proposals from Bidders who are current state of Michigan employees will be disqualified and will not be reviewed. Policy in Civil Service Rule 2-8, Ethical Standards and Conduct, states an employee cannot represent or act as an agent for any private interests, whether for compensation or otherwise, in any transaction in which the state has a direct and substantial interest and which could reasonably be expected to result in a conflict between the employee's private interests and official state responsibilities.

**5. Bidder Assurance**

By submitting a proposal, the Bidder assures that:

- a. This RFP has been reviewed by the Bidder organization's governing body, and that body has authorized submission of the proposal.
- b. The person identified below as "Representative" has been authorized by the bidding organization's governing body to represent the organization for the purposes of the submission of a proposal and agreement negotiation.
- c. The bidding organization intends to provide services according to the information contained in this RFP, if selected and issued an agreement to do so.

6. Evaluation Criteria & Process

The maximum number of points that a proposal can receive is 100 points. The maximum number of points for each of the categories is as follows:

1. Bidder Information: Not Scored
2. Experience & Past Performance: 15 points
3. Program Design: 65 points
4. Program Budget Narrative: 20 points

Total Points Possible: 100 points

Proposals will be evaluated by a grant review committee. No information will be provided regarding the makeup of the grant review committee. Only those proposals receiving a score of 80 points or more will be considered for the award. All qualified proposals will be evaluated based on rating criteria identified in the proposal (Section III).

7. LEO Reservations

LEO reserves the right to:

- a. Conduct an on-site visit to tour and inspect the Bidder's facilities, require an oral presentation of the Bidder's proposal, conduct interviews with Bidders, or request additional concessions at any point during the evaluation process. If it is determined that a Bidder purposely or willfully submitted false information, the Bidder will not be considered for award, LEO may pursue debarment of the Bidder, and any resulting agreement that may have been established may be terminated.
- b. Modify the RFP at any time prior to the deadline submission date. Changes will be posted on <https://www.michigan.gov/ogm> via a "proposal amendment." This is the only method by which the RFP may be modified. Amendments posted before the deadline submission date may include documentations such as questions and answers, revisions, and/or clarifications to the initial RFP. Amendments posted after the deadline submission date may include documentation such as the award recommendation letter.
- c. Issue a request ("Clarification Request") to the Bidder to clarify its proposal. Failure to respond to a Clarification Request by the deadline specified in the request may be cause for disqualification.

- d. Consider all proposals received property of LEO.
- e. Not award an agreement if it is determined in its sole discretion that contracting with or awarding a grant to a Bidder presents an unacceptable financial risk to LEO.
- f. Establish the criteria by which it will evaluate each Bidder's response, and by which it will determine the most responsive, capable, and qualified Bidder(s).
- g. Discontinue the RFP process at any time for any or no reason. The issuance of an RFP, preparation, and submission of a proposal, and LEO's subsequent receipt and evaluation of a proposal does not commit LEO to award an agreement, even if all the requirements in the RFP are met.
- h. Consider late proposals: (i) if no other proposals are received; (ii) if there are no complete proposals received; (iii) if LEO received complete proposals, but they did not pass the evaluation process; or (iv) if the award process fails to result in an award.
- i. Consider an otherwise disqualified proposal if no other qualified proposals are received.
- j. Disqualify a proposal based on the information provided or if it is determined that a Bidder purposely or willfully submitted false information in response to the RFP.
- k. Consider Bidders' prior performance with the state of Michigan in making its award decision.
- l. Consider overall economic impact to the state of Michigan when evaluating the proposal pricing and in the final award recommendation. This includes, but is not limited to considering principal place of performance, number of Michigan citizens employed or potentially employed, dollars paid to Michigan residents, Michigan capital investments, job creation, tax revenue implications, economically disadvantaged businesses, etc.
- m. Consider total cost of ownership factors (e.g., transaction costs, training costs, etc.) in the final award recommendation.
- n. Refuse to award an agreement to any Bidder that has failed to pay state of Michigan taxes or has any outstanding debt with the state of Michigan.
- o. Enter negotiations with one or more Bidders on price, terms, technical requirements, or other deliverables.
- p. Award multiple, optional use agreements, or award by agreement activity.
- q. Evaluate the proposal outside the scope identified in Section I.6 if LEO receives only one RFP response.

#### 8. Proposal Protest

If a bidder wishes to initiate a protest of the award, they must submit a written protest to [LEO-RefugeeServices@michigan.gov](mailto:LEO-RefugeeServices@michigan.gov) no later than 5:00 p.m., five business days after receiving the Award Announcement. The State reserves the right to adjust this timing and will publish any change. Additional information about the protest process is available at [www.michigan.gov/micontractconnect](http://www.michigan.gov/micontractconnect) under the "Programs and Policies" link.

#### 9. General Proposal Conditions

The State of Michigan will not be liable for any costs incurred by the Bidder in preparation of its proposal, delivery of a proposal, and any follow-up discussions with the state of Michigan. The Bidder agrees that its proposal will be considered an offer to do business with the state of Michigan in accordance with the provisions of its proposal, including the Standard Terms, and that the proposal will be irrevocable and binding for a period of 90 calendar days from date of submission. If a grant is awarded to the Bidder, the state of Michigan may, at its option, incorporate all or any part of the proposal into a grant. This RFP is not an offer to enter a grant. This RFP may not provide a complete understanding of the State of Michigan's environment or contain all matters upon which an agreement must be reached.

#### 10. Freedom of Information Act

Under MCL 18.1261(13)(b), records containing "a trade secret as defined under section 2 of the uniform trade secrets act, 1998 PA 448, MCL 445.1902, or financial or proprietary information" are exempt from disclosure under FOIA. And under MCL 18.1470(3), "proprietary financial and accounting" information is also exempt from disclosure under FOIA. If information within a Bidder's proposal falls under the aforementioned exemptions, and the Bidder seeks to have it withheld from disclosure under FOIA, then by the proposal deadline, the Bidder must: (1) save exempt information in a separate file (i.e., document); (2) name the file/document "FOIA-EXEMPT"; (3) label the header of each page of the file/document "Confidential–Trade Secret," "Confidential–Financial," or "Confidential–Proprietary" as applicable; (4) clearly reference within the file/document the RFP schedule, section, and page number to which the exempt information applies; and (5) verify within the FOIA-EXEMPT file/document that the information meets the FOIA exemption criteria. The State reserves the right to determine whether information designated as exempt by a Bidder falls under the FOIA exemptions. Resumes, pricing, and marketing materials are not trade secrets or financial or proprietary information. Do not identify your entire proposal as "FOIA-EXEMPT," and do not label each page of your proposal "Confidential." If a Bidder does so, the State may require the Bidder to resubmit the proposal to comply with steps (1) – (5) above. The State reserves the right to disqualify a Bidder for failure to follow these instructions.

#### 11. Resulting Agreement

In the event of an agreement resulting from this RFP:

- a. Record Keeping: Grantees must maintain appropriate case records and procedures to document the delivery of Refugee Social Services (RSS) to clients in the Office of Global Michigan's Data Management System (DMS). Client case records shall include (but are not limited to):
  - i. Verification and documentation of client eligibility for receipt of services prior to providing services, and maintenance in each client case record of appropriate forms which document immigration status, date of entry into the U.S., and alien number.
  - ii. Completion of a Refugee Family Self-Sufficiency Plan (RFSSP).
  - iii. Documentation of RSS services and resources used.

- iv. Documentation of attendance at workshops, support groups, etc., offered through RSS.
  - v. Any other case notes or relevant information related to RSS.
- b. Reporting: The Grantee shall submit to LEO-OGM semi-annual reports that indicate the status and effectiveness of activities performed under the grant, as indicated below.
- i. Statistical data, activities, challenges, and accomplishments regarding clients served and any other measured outcomes relevant to the proposed program as identified in the Bidder's proposal. General program activities shall be reported in narrative format. This may include identified progresses, client success stories, accomplishments and new initiatives, and challenges and emerging issues.
  - ii. The Grantee shall report all RSS activities utilizing the Refugee Data Management System (DMS). Agency users will be registered for MiLogin to access the DMS.
  - iii. The Grantee shall submit monthly invoices, including ledgers as supporting documentation of expenses incurred and invoiced, and supporting documentation of specific assistance to include clients' names, dollar amounts received, date of specific assistance issuance, and utilization of specific assistance.
  - iv. The Grantee shall comply with all reporting procedures established by LEO-OGM in completion of progress reports at time intervals, on forms, in formats, and by means specified by LEO-OGM. Any additional reports as deemed necessary by LEO-OGM shall be made and submitted by the Grantee upon request.
- c. Monitoring: LEO-OGM will review RSS activities through routine monitoring to ensure Grantees are in compliance with state requirements, and services provided are in alignment with funding requirements. During monitoring, LEO-OGM will assess how services are provided, identify promising practices, and observe trends for further analysis and information sharing.
- d. Standard Terms: Awards made resulting from this RFP will require execution of an agreement with LEO. The agreement will contain standard terms. An example of Standard Terms can be requested.
- e. Audits: No financial audit is required under this Agreement by LEO. No financial audit costs should be billed to this Agreement. In the event the Grantee elects to have a financial audit performed, the submission of the report to LEO is not required nor desired unless there is a finding of a Going Concern. LEO has the option to perform audits, if requested.
- f. Criminal Background Check: If the resulting Agreement will be with an individual, LEO will complete the criminal background check on the Grantee, and the following language will be included in the Agreement:
- "As a condition of this Agreement, the Grantee shall notify LEO in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry (CR) as a perpetrator, at hire or within 10 days of the event after hiring."*

Otherwise, the following language will be included in the Agreement:

*“As a condition of this Agreement, the Grantee certifies that the Grantee shall, prior to any individual performing work under this Agreement, conduct or cause to be conducted an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subgrantee, subgrantee employee or volunteer who, under this Agreement, works directly with clients or has access to client information.”*

The ICHAT website address is <http://apps.michigan.gov/ichat>. The Michigan Public Sex Offender Registry website address is <http://www.mipsor.state.mi.us>. The National Sex Offender Public website address is <http://www.nsopw.gov>.

Prior to any individual performing work under a resulting Agreement the Grantee must certify that they will conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subgrantee, subgrantee employee, or volunteer who, would work directly with children. Information about CR can be found at [http://www.mi.gov/dhs/0,1607,7-124-5452\\_7119\\_48330-180331--,00.html](http://www.mi.gov/dhs/0,1607,7-124-5452_7119_48330-180331--,00.html).

Prior to any individual performing work under a resulting Agreement the Grantee must require each new employee, employee, subgrantee, subgrantee employee, or volunteer who would work directly with clients or who would have access to client information, to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the CR as a perpetrator, at hire or within 10 days of the event after hiring.

Prior to any individual performing work under a resulting Agreement the Grantee must not submit claims for, or assign duties, under this Agreement to any new employee, employee, subgrantee, subgrantee employee, or volunteer based on a determination by the Grantee that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

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

If LEO determines that an individual provided services under this Agreement for any period prior to completion of the required checks as described above, LEO may require repayment



of that individual's salary, fringe benefits, and all related costs of employment for the period that the required checks had not been completed.

g. Subgrantees: If sub-granting:

- i. The Bidder must identify the services the subgrantee will perform and provide all information requested, as it applies to both the Bidder and the subgrantee(s).
- ii. Subgrantees shall be subject to all conditions and provisions of the agreement including Internet Criminal History Access Tool (ICHAT) and Central Registry background checks, when applicable.
- iii. The Grantee must obligate the subgrantees to maintain the confidentiality of LEO client information in conformance with state and federal requirements.
- iv. The Grantee is responsible for the performance of any subgrantees who are held to the same standard of quality and performance as the Grantee. Evaluators of proposals will consider the qualifications of both the Grantee and subgrantee when making agreement award recommendations.
- v. LEO may, at its discretion, require information on the process of an awarded subgrantee proposal.

h. E-Verify: Section 291 of the fiscal year 2017 Omnibus Budget, PA 268 of 2016, requires verification that all new employees of the Grantee and all new employees of any approved subgrantee, working under this agreement, are legally present to work in the United States. All Grantees shall perform this verification using the E-Verify system (<http://www.uscis.gov/portal/site/uscis>).

i. State Administrative Board: The State Administrative Board must approve all grants more than \$500,000. The decision of the State Administrative Board is final; however, approval does not constitute a grant. The award process is not complete until the awarded Grantee receives a properly executed grant.

j. Non-Discrimination & Diversity, Equity, and Inclusion: Non-Discrimination & Diversity, Equity, and Inclusion Practices Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and per Executive Directive 2019-9, the Grantee and its subgrantees 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, height, weight, marital status, partisan considerations, or a 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 Grant.

a. Additionally, OGM requires the following:



- i. When developing and implementing hiring policies, the grantee will create opportunities to employ staff that represent the cultural, national origin, and religions of the newcomer populations being served under this agreement.
- ii. Provide DEI training opportunities for staff, volunteers, contractors, and subgrantees, and at minimum require every staff to complete the State of Michigan's Implicit Bias Training or comparable training approved by OGM.
- iii. When developing new programming, ensure that all ORR-eligible populations, regardless of race, religion, gender identity, sexual orientation, disability, or other characteristic(s), receive fair treatment, access, and opportunity under this agreement.
- iv. Review existing programming to identify and eliminate barriers that may prevent full participation in services under this agreement.
- v. Practice inclusion through purposeful collaboration and engagement with ethnic communities and stakeholders to create best practices and service design and delivery, through language, visual art, symbols, or any other methods of communication to ORR-eligible populations.
  1. Welcoming spaces may include visuals of LGBTQ+ safe space symbols, flags from countries, cultural art, "You are welcome here" signs in multiple languages, etc.

## Section II: DESCRIPTION OF SERVICE SPECIFICATIONS

### 1. Purpose

Refugee Social Services (RSS) funds this program and is intended to assist eligible populations with preparing, applying, obtaining, retaining, and upgrading employment in the American workforce to achieve self-sufficiency. The funding is also intended to assist eligible populations with successfully socially integrating into their new communities.

Note: Grantees who apply and are awarded for the employment preparation and placement component/option of this grant will serve as the Employment and Training Refugee Contractor for Refugee Cash Assistance (RCA) recipients in their region.

### 2. Eligible Populations

Populations eligible to be served with this award include individuals who are eligible for services under ORR's Refugee Resettlement Program, who are within their first five years of U.S. arrival. The following website can be utilized for details and descriptions on client eligibility, <https://www.acf.hhs.gov/orr/policy-guidance/status-and-documentation-requirements-orr-refugee-resettlement-program>.

### 3. Program Design

Award of the grant will be considered for programs designed with innovative approaches toward addressing unique employment and/or social integration challenges identified in the Bidder's community. Consideration will be given to Bidders who propose programs that:

- a. Include one or more of the target areas: Case Management, Job Development, Employment Preparation, Job Placement, Social Integration, and Transportation (Section II.4). Bidders are encouraged to develop their own approaches.
- b. Incorporate sustainable, community-backed practices for long term growth.
  - i. Utilize already existing resources, programs, and technical assistance support, such as [Switchboard](#), university research centers, etc.
  - ii. Propose collaborations with existing established refugee service providers.
  - iii. Tap into and propose collaborations with partners who may mutually benefit from and broaden your network, such as your local school district/individual schools, community faith-based and/or ethnic organizations, local Michigan Works Agencies, etc.
- c. Are client centered and multi-generational.
- d. Are culturally, and linguistically informed and appropriate.
- e. Practice inclusion, through purposeful collaboration and engagement with ethnic communities to inform service design and delivery.
  - i. Ensure that all eligible participants, regardless of race, religion, gender identity, sexual orientation, disability, or other characteristic(s), receive fair treatment, access, and opportunity.
  - ii. Prioritize eligible individuals in the following order:

- a. Refugees who arrived in the U.S. within the past twelve months
  - b. Refugees who are recipients of any government cash assistance program
  - c. Refugees who arrived without reception and placement services.
  - d. Unemployed refugees who are not recipients of any government cash assistance program
  - e. Employed refugees, who are not recipients of any government cash assistance program, who need services to retain employment or to attain economic independence.
- iii. Identify and eliminate barriers that may prevent the full participation of some groups.

This RFP is comprised of two funding types. Bidders may propose services using one or both funding types. Individuals may concurrently participate in more than one type of RSS service, assuming they meet funding eligibility requirements. See Section II.6 for funding breakdown.

#### Refugee Social Services (RSS) Funding Types:

RSS base funding includes all ORR-eligible populations: This funding can be used for all ORR-eligible populations, including Afghan Nationals who are ORR-eligible.

Afghanistan Supplemental Appropriation (ASA) includes ORR-eligible Afghan nationals: This funding can only be used for Afghan Nationals who are ORR-eligible under the Afghanistan Supplemental Appropriation.

Bidders can propose multiple programs using all or one of the funding types. For example, Bidders can propose:

- a. One program that utilizes one funding type.**
  - i. For example, an employment training workshop for all refugees (RSS only).
    - Bidder would submit one proposal and one budget.
- b. Two programs that utilize one funding type.**
  - i. For example, an employment training workshop and a financial literacy workshop for all Afghans clients who qualify under ASA (ASA only)
    - Bidder would submit one proposal and one budget.
- c. One program that utilizes both funding types.**
  - i. For example, an employment training workshop for all refugees including Afghan clients (RSS & ASA).
    - Bidder would submit one proposal with clear distinction in the identified need and target population (Question 3.1).
    - Bidder would submit two budgets, one for each funding type.
- d. Two programs that utilizes both funding types.**
  - i. For example, an employment training workshop and a financial literacy workshop for all refugees (RSS & ASA)
    - Bidder would submit one proposal with clear distinction in the identified need and target populations (Question 3.1).

- Bidder would submit two budgets, one for each funding type.

#### 4. Supported Activities

Proposed activities may contribute to one or more of the target areas listed below. Suggested examples are also provided below.

**Bidders are not required to design programs addressing all of the supported activities below.**

**Bidders may also propose other activities that meet the purpose (Section II, 1.) of this request in their workplan.**

Note: completion of a Refugee Family Self-Sufficiency Plan (RFSSP) is a federal requirement for client participation in any RSS-funded program.

**If bidding for employment program activities, completion of the following are state and federal requirements for employment programs:**

- Completion of an Individual Employability Plan (IEP) for client participation in the Refugee Employment Program (RES) program.
- Receiving referrals from Michigan Department of Health and Human Services (MDHHS) and ensuring compliance with RCA Employment and Training requirements.
- Compliance with BEM 230C, BEM 233C, and BEM 630. Policies can be found: <https://dhhs.michigan.gov/OLMWeb/ex/BP/Public/BEM/000.pdf#pagemode=bookmarks>

#### Target Areas

##### **a. Case Management**

- i. Provide experienced and credentialed case managers to deliver culturally and linguistically appropriate services to refugees.
- ii. Refer each adult to the appropriate components of service, to eliminate barriers to employment and community integration.

##### **b. Job Development**

- i. Provide experienced and credentialed job developers to partner with local employers to streamline the employment placement process.
- ii. Work with employers to eliminate barriers to job retention and job upgrade.

- iii. Educate employers on the benefits of hiring refugees.
- iv. Assist employers with facilitating workshops and English classes on-site at the employers' facilities.

**c. Employment Preparation**

- i. Assist clients with being prepared to enter the American workforce by providing employment preparation classes, job skills classes, helping refugees obtain their employment authorization documents (EADs), etc.

**d. English for Speakers of Other Languages (ESOL)**

- i. Provide services designed to improve English skills of limited English proficiency clients. This may include reading, writing, and speaking skills. The emphasis shall be placed on English as it relates to obtaining and retaining a job.
- ii. Provide services designed to improve English skills of limited English proficiency clients. This should include reading, writing, and speaking skills that are not currently available in the community or in partnership or collaboration with an organization who provides this service.

**e. Social Adjustment Services**

- i. Provide payment or provision of initial mental health screenings. As a result of this screening, the Grantee shall refer the client to long-term, ongoing behavioral health services as needed.
- ii. Provide instruction to clients in financial literacy, especially management of household budgets. Provide the tools and financial education needed to make informed decisions concerning money management.
- iii. Assist the client with obtaining the following documents as necessary:
  - 1. Permanent Residency Cards
  - 2. Naturalization/Citizenship Documents

**f. Interpretation/Translation Services**

- i. Provide interpretation and translation services in connection with any service provided through this grant, or for any communication in which the refugee client requires assistance, as needed.

**g. Transportation Services**

- i. Provide, arrange, or secure transportation services, when necessary, in connection with clients' participation in any service provided through this grant.
  1. The payment for transportation services for employment, employment-related activities, health and wellness services, social integration-related activities, etc.
  2. The provision of transportation services via a fleet of vans or other multi-passenger transit supply for purposes of transportation to employment, employment-related activities, health and wellness services, social integration-related activities, etc.
  3. The coordination and/or scheduling of transportation to employment, employment-related activities, health and wellness services, social integration-related activities, etc.
- ii. Provide services or trainings to increase clients' transportation self-sufficiency.

**h. Additional Suggested Activities may include but are not limited to:**

- i. Familiarize or instruct the client regarding their community, including but not limited to housing, neighborhoods, local grocery stores, public transportation, etc.
- ii. Instruct the client in understanding important documents/communications they receive including bills, MDHHS communications, school communications, etc.
- iii. Instruct and assist the client in reporting relevant changes to agencies that oversee their government assistance benefits, including the Michigan Department of Health and Human Services, the Social Security Administration, etc.

- iv. Assist clients with obtaining immigration documents including but not limited to permanent residency cards and naturalization documents, citizenship documents, etc.
- v. Assist clients with housing and tenant education, supporting housing stability and opportunities for long-term home ownership where applicable/appropriate.
- vi. Assist clients with obtaining a driver's license.
- vii. Supporting Ethnic Community-Based Organization (ECBO) work through methods such as subcontract partnerships; nonprofit training; program design development; ECBO staff training.

5. Expected Performance Outcomes

The expected performance outcomes will be based on the proposed programs and should be listed in the program design of the proposal (Section III, 3.2).

6. Budget

The overall agreement will be for 1 year total, with possible options to extend an additional two years. Additional years' funding will be contingent on available funding. See funding on page one of this proposal for estimated budget totals.

Total awarded amounts will be contingent on the number of selected proposals. Within their proposal, Bidders are required to submit a line-item budget with a narrative justification. Proposals will be scored with respect to feasibility of the budget requested.

Services provided with RSS and ASA funds must not supplant services provided under other federal and ORR funded sources (e.g., TANF, Matching Grant, and Preferred Communities). Bidders should deliberately design their programs to complement, not duplicate, other federal funded activities.

**Staff trainings, conferences, and other activities, not relevant the Program Purpose, are not reimbursable through this grant.**

### Section III: PROPOSAL

#### 1. Bidder Information

Representative's<sup>1</sup> Name:

Representative's Phone Number:

Representative's email address:

Bidding Organization's Name:

Bidding Organization's address:

Bidding Organization is incorporated in what state?:

Bidding Organization's SIGMA address code<sup>2</sup>:

Bidding Organization's Unique Entity ID Number<sup>3</sup>:

Number of years operating:

Number of employees and/or organization members:

Type of Organization (Private, non-profit; Private, proprietary; Public; University)<sup>4</sup>:

Bidding Organization's Fiscal Year Begin Date:

Name of Parent Organization, if applicable:

Address of Parent Organization, if applicable:

Does the bidding organization represent an Iran-linked business, as defined in MCL 129.312?  
(Yes or No):

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<sup>1</sup> Authorized by the organization's governing body to represent the organization for the purposes of the submission of a proposal and agreement negotiation.

<sup>2</sup> Identified when registering in the state of Michigan's Statewide Integrated Governmental Management Application (SIGMA) system. Write "N/A" if bidding organization does not have a SIGMA address code. To register and receive a SIGMA address code, please visit the following website: [Welcome to CGI Advantage Vendor Self Service Portal: Home \(michigan.gov\)](https://www.michigan.gov/cgiadvantage)

<sup>3</sup> Write "N/A" if bidding organization does not have a UEI number. Visit <https://sam.gov/content/home> to get a UEI.

<sup>4</sup> Individuals are private proprietary.



Has there been a recent change in the organizational structure (e.g. management team) or a change of control (merger or acquisition)? (Yes or No)

If yes, why? How has it affected the bidding organization?

Has the bidding organization ever been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting with any governmental entity, including the State of Michigan? (Yes or No):

If yes, provide the date, governmental entity, and details surrounding the action

Has the bidding organization ever been sued by the State of Michigan?

If yes, provide the date, case caption, case number, and identify the court in which the case was filed.

Has the bidding organization ever sued the State of Michigan?

If yes, provide the date, case caption, case number, and identify the court in which the case was filed.

Within the past five years, has the bidding organization defaulted on a government contract or been terminated for cause by any governmental entity, including the State of Michigan? (Yes or No):

If yes, provide the date of action, contracting entity, type of contract, and details surrounding the termination or default.

Within the past five years, has the bidding organization defaulted on a contract or been terminated for cause by any private entity in which similar service or products were being provided by the bidder organization? (Yes or No):

If yes, provide the date of action, contracting entity, type of contract, and details surrounding the termination or default.

Is the bidding organization a disabled veteran-owned business/organization<sup>5</sup>? (Yes<sup>6</sup> or No):

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<sup>5</sup> “Qualified Disabled Veteran,” as defined by Public Act 431 of 1984, means a business entity that is at least 51% owned by one or more veterans with a service-connected disability. The Act defines “Service-Connected Disability” as a disability incurred or aggravated in the line of active military, naval, or air service as defined in 38 USC 101 (16).

<sup>6</sup> If **yes**, the representative warrants that the bidding organization meets the above criteria and has provided the following supportive documentation: 1) Proof of service and conditions of discharge: DD214 or equivalent; 2) Proof of service-

Did the representative, or an employee of the bidding organization, participate in developing any component of this RFP? (Yes or No):

If yes, describe how the representative, or an employee of the bidding organization participated.

Will the representative, or an employee of the bidding organization, participate in the evaluation of the proposals received in response to this RFP? (Yes or No):

If yes, describe how the representative, or an employee of the bidding organization will participate in the evaluation process.

If selected and issued an agreement, does the bidding organization affirm that it agrees with the attached Standard Terms<sup>7</sup>? (Yes or No):

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connected disability: DD214 if the disability was documented at discharge or Veterans Administration (VA) Rating Decision Letter or equivalent if the disability was documented after discharge; 3) Proof of ownership: Appropriate legal documents setting forth the ownership of the business entity. In lieu of the documentation identified above, the representative may also provide a copy of the business entities National Veterans Business Development Council (NVBDC) certification.

<sup>7</sup> LEO strongly encourages strict adherence to the standard terms. Nevertheless, the Bidder may submit proposed changes to the standard terms accompanied by a detailed explanation as to each change for LEO consideration; failure to do so will constitute the Bidder's acceptance of the standard terms. General statements, such as "the Bidder reserves the right to negotiate the standard terms", may also be considered non-responsive.

## 2. Experience & Past Performance

### **2.1 Bidder's Experience – Past Projects (5 points)**

Describe the bidding organization's experience from the past three years only with providing services for the community it represents that are most relevant to this RFP. List each service name, a description of the service, the timeframe during which the service was funded and/or provided, with whom the agreement and/or funding was with, and the name of a contact person for each agreement/funding source. (Note: Bidders are not required to have a history of funding with LEO-OGM to be considered for this RFP.)

### **2.2 Bidder's Experience – Populations Served (5 points)**

List the principal characteristics of the target populations for whom the services listed in 2.1 were provided. Include the population (i.e. Cuban/Haitian Entrant, Refugee, Asylee, etc.) and primary languages spoken.

### **2.3 Bidder's Experience – Collaborations (5 points)**

List community organizations with which the Bidder has partnered during the last three years only. Examples include ethnic community-based organizations (ECBOs), faith-based organizations (FBOs), refugee resettlement agencies (RAs), local health departments (LHDs), local Michigan Works Agencies (MWAs), local government offices, employers, etc. Include the organization type and a description of the collaborative programs.

## 3. Program Design

### **3.1 Identified Need (20 points)**

Describe your community's need for RSS and/or ASA funding and justification for the proposed services and program design. Include descriptions of economic, social, cultural, linguistic, or any other barriers which prevent community members from accessing refugee social services. Provide citations to backup claims (i.e., published and non-published information such as interviews with community members and stakeholder, peer reviewed articles, community listening sessions, local reports and news, literature reviews, etc.). Describe additional funding sources available to serve eligible populations and how funding will complement and not duplicate existing services.

### **3.2 Program Design (35 points)**

Provide a description of your proposed program(s). Include the proposed: 1) target population, 2) supported activities (Section II, 4), and 3) outcomes and metrics of the supported activities you plan to track during the life of the program. Describe how your program will be designed to address the unique needs of your target population identified in Question 3.1.

### **3.3 Program Implementation (10 Points)**

Provide a description of how your proposed program(s) will be implemented. Include 1) the hiring plan of culturally proficient and competent staff, including a description of staff roles, copies of job descriptions, and training opportunities, 2) timeline for availability of supported activities, and 3) plans to address activities needed in the community but not allowable under this funding.

#### **4. Program Budget Narrative**

##### **4.1 Budget (10 points)**

Provide an estimated program budget (in U.S. dollars) for one year (10/1/2024 – 9/30/2025). Refer to Section II.3 and Section II.6, for instructions.

*If bidding for RSS and ASA funding, the budgets must be separated.*

##### **RSS Base Funding**

Salaries:

Fringe Benefits:

Occupancy:

Communication:

Supplies:

Equipment:

Transportation:

Contractual Services:

Specific Assistance:

Miscellaneous

##### **RSS ASA Funding**

Salaries:

Fringe Benefits:

Occupancy:

Communication:

Supplies:

Equipment:

Transportation:

Contractual Services:

Specific Assistance:

Miscellaneous

#### **4.2 Budget Narrative (10 points)**

Provide a narrative description for all categories listed in Question 4.1. Totals should be calculated for each category. If bidding for multiple programs using all or one of the funding types, refer to Section II.3 and Section II.6, for instructions.

*If bidding for RSS and ASA funding, the narrative descriptions must be separated.*

##### **RSS Base Funding**

Salaries:

List positions funded by the grant. Include % FTE, salary, etc.

Fringe Benefits:

Health Insurance, FICA, Life Insurance, etc.

Occupancy:

Rent, Mortgage, Utilities, etc.

Communication:

Internet, mobile phones, advertising costs, etc.

Supplies:

Paper, pens, paper clips, etc.

Equipment:

Printers, Computers, Cell Phones, Rented Equipment, etc.

Transportation:

Mileage, Van Leases, etc.

Contractual Services:

Compensation paid by the Contractor to a third party.

Specific Assistance:

Funding used for a specific client and for a specific purpose. Including payment for skills trainings, certifications, etc.

Miscellaneous:

Any costs not represented by the above categories. Examples include Human Resources, Accounting, IT costs, etc.

RSS ASA Funding

Salaries:

List positions funded by the grant. Include % FTE, salary, etc.

Fringe Benefits:

Health Insurance, FICA, Life Insurance, etc.

Occupancy:

Rent, Mortgage, Utilities, etc.

Communication:

Internet, mobile phones, advertising costs, etc.

Supplies:

Paper, pens, paper clips, etc.

Equipment:

Printers, Computers, Cell Phones, Rented Equipment, etc.

Transportation:

Mileage, Van Leases, etc.

Contractual Services:

Compensation paid by the Contractor to a third party.

Specific Assistance:

Funding used for a specific client and for a specific purpose. Including payment for skills trainings, certifications, etc.

Miscellaneous:

Any costs not represented by the above categories. Examples include Human Resources, Accounting, IT costs, etc.

# Exhibit B



**OGM's Refusal to Respond to Bethany Christian**

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<b><u>Date</u></b>	<b><u>Content of Communication</u></b>	<b><u>OGM's Response</u></b>
January 5, 2024	Bethany Christian sends detailed, 10-page letter describing its policies and practices, and explaining Bethany Christian's compliance with constitutional and legal standards <i>Exhibit N to Verified Complaint</i>	No response
July 12, 2024	Bethany Christian requests clarification regarding new contract language in RFP	No response
July 16, 2024	Bethany Christian again requests clarification via email on new contract language and whether the "employment and hiring practices" Bethany Christian described in its "January 2024 response" would be "allowed under the non-discrimination and diversity, equity, and inclusion requirements," and "[i]f not . . . what changes would be necessary to Bethany Christian's practices to comply with the non-discrimination and diversity, equity, and inclusion requirements" <i>Exhibit O to Verified Complaint</i>	"In fairness to other bidders, the OGM cannot provide insight into an appropriate or acceptable response to the RFP proposal." <i>Exhibit P to Verified Complaint</i>
July 19, 2024	Bethany Christian submits an attachment to its responses with proposed contract-language changes <i>Exhibit Q to Verified Complaint</i>	No substantive response from OGM

July 26, 2024	Bethany Christian submits RFP with Proposal for Changes to Contract Terms	No response
July 31, 2024	Bethany Christian submits RFP with Proposal for Changes to Contract Terms	No response
August 7, 2024	Bethany Christian asks for clarification and amendment of new contract language containing religion focused language (URM contracts), seeking “a transparent conversation with OGM to ensure that we can work together in a manner that ensures the highest standard of service to the newcomer populations” <i>Exhibit T to Verified Complaint</i>	No response
August 22, 2024	Bethany Christian follows up on August 7 request <i>Exhibit U to Verified Complaint</i>	No response except acknowledgment of receipt of email <i>Exhibit U to Verified Complaint</i>
August 27, 2024	Bethany Christian’s general counsel requests meeting with OGM and Sias Hernandez “to have an open discussion to clear any misperceptions and resolve any disagreements” <i>Exhibit V to Verified Complaint</i>	No response from OGM or Sias Hernandez
August 27, 2024	Bethany Christian sends appeal for denial of RFP for Grand Rapids	No response to appeal, nor an acknowledgment that appeal had been received
August 27, 2024	Bethany Christian appeals OGM’s decision to deny Supplemental Services Contracts in Kalamazoo <i>Exhibit R to Verified Complaint</i>	No response to appeal, nor an acknowledgment that appeal had been received
August 29, 2024	Bethany Christian follows up on August 7 request again, and offers in-person meeting again	No response to request

	<i>Exhibit U to Verified Complaint</i>	
August 30, 2024	Bethany Christian submits RFP for Refugee Health Promotion with Proposal for Changes to Contract terms	No response
September 6, 2024	Bethany Christian sends follow up email inquiring about status of appeal, “kindly request[ing] a formal response outlining the next steps of the appeal process” and raising concerns with “the legality of moving forward . . . without first receiving a final decision” and noting that “moving forward with the transition at this stage could lead to significant disruption in services for the vulnerable refugee populations we serve and unnecessary displacement of staff” <i>Exhibit S to Verified Complaint</i>	Acknowledgment of receipt, but no substantive response

# Exhibit C

**From:** Adams, Nicole (LEO) <[AdamsN2@michigan.gov](mailto:AdamsN2@michigan.gov)>

**Sent:** Monday, September 9, 2024 3:25:52 PM

**To:** Estela Gonzalez <[egonzalez@bethany.org](mailto:egonzalez@bethany.org)>; Logan Presnell <[lpresnell@bethany.org](mailto:lpresnell@bethany.org)>; Jamie Prewozniak <[jprewozniak@bethany.org](mailto:jprewozniak@bethany.org)>; Bailey Cardwell <[bcardwell@bethany.org](mailto:bcardwell@bethany.org)>

**Cc:** Halilovic, Simone (LEO) <[HalilovicS@michigan.gov](mailto:HalilovicS@michigan.gov)>; Cabanaw, Benjamin (LEO) <[CabanawB@michigan.gov](mailto:CabanawB@michigan.gov)>

**Subject:** Employment and Post Resettlement Transition

Good afternoon,

Our office has been communicating about the transition of employment and post-resettlement services and outlined the expectations below.

- BCS can stop taking RCA referrals as of 9/15/2024, but all referrals including name and contact information should be communicated to Chris Cavanaugh and his respective teams.
- BCS (Grand Rapids) can waitlist any new post-resettlement client that does not have an immediate need. However, all clients should be assessed for emergency needs that cannot wait for the transition so that we can ensure no client is affected by the change in provider.
- All clients who will be closed and transferred to Samaritas should be given verbal or written communication of the change.
- All active clients in the DMS should be ended dated 9/30/2024.
- All employment placements on or before July 2, 2024 require employment retention details to be completed.
- OGM will communicate the changes and transition plan to the Kent and Kalamazoo MDHHS offices.

Please let me know if you have any questions or concerns.

Nicole

Nicole T. Adams

(she/her)

Refugee Administrative Manager

Deputy State Refugee Coordinator

Office of Global Michigan

[adamsn2@michigan.gov](mailto:adamsn2@michigan.gov) | 517.242.6960

Get personalized voter information on early voting and other topics at [Michigan.gov/Vote](https://Michigan.gov/Vote).

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# Exhibit D

Refugee Social Services (RSS25-0001)				
Proposal Number:6				
Bidding Organization:Bethany Christian Services (Kent)				
Experience & Past Performance			15points available	
	Question	Available Points	Points Awarded	Comments / Reason for Deduction
Bidder's Experience: Past Projects	2.1-a	Does the bidder have a history of working with populations that align with the service specifications in this RFP?	3	3.00
	2.1-b	For each agreement/funding source, did the bidder provide a service name, a description of the service, the timeframe during which the service was funded and/or provided, with whom the agreement and/or funding was with, and the name of the contact person?	2	2.00
Bidder's Experience: Populations Served	2.2	Did the bidder provide principle characteristics, including the population (i.e. Cuban/Haitian Entrant, Refugee, Asylee, etc.) and primary language(s) spoken?	5	4.00
Bidder's Experience: Collaborations	2.3	To what degree has the bidder demonstrated the ability to collaborate with, or otherwise utilize local resources within their community?	5	5.00
Total Points Awarded for Experience & Past Performance			14.00	
Program Design			65points available	
	Question	Available Points	Points Awarded	Comments / Reason for Deduction
Identified Need	3.1-a	How well has the bidder demonstrated an understanding of the service area and the needs of the targeted populations?	8	5.00
	3.1-b	Did the bidder describe the economic, social, cultural, linguistic, or any other barriers which prevent community members from accessing refugee social services?	5	2.50
	3.1-c	Did the bidder provide citations to backup claims?	2	2.00
	3.1-d	Did the bidder describe additional funding sources available to serve eligible populations and how funding will complement and not duplicate existing services?	5	2.50
Program Design	3.2-a	How well did the bidder describe of the proposed program(s)?	15	14.00
	3.2-b	Did the bidder propose 1) target population, 2) supported activities (Section II, 4), and 3) outcomes and metrics of the supported activities planned to track during the life of the program(s)?	10	8.00
	3.2-c	Did the bidder describe how the program(s) will be designed to address the unique needs of the target population identified in 3.1?	10	8.00
Program Implementation	3.3-a	How well has the bidder describe the program(s) implementation?	3	1.00
	3.3-b	Did the bidder describe a hiring plan of culturally proficient and competent staff that represent the cultural, national origin, and religions of the newcomer populations being served?	3	0.00
	3.3-c	Did the bidder describe training opportunities for staff?	1	0.50
	3.3-d	Did the bidder provide a timeline for availability of supported activities? Has the bidder identified a number of additional individuals needed to successfully fulfill the goal and activities listed in this RFP? Were the roles explained and were job descriptions included?	2	1.50
	3.3-e	Did the bidder describe plans to address activities needed in the community but not allowable under this funding?	1	0.00
Total Points Awarded for Program Design			45.00	
General Program Design			0points available	
	Question	Available Points	Points Awarded	Comments / Reason for Deduction
County/Countries:	3.3	What county/counties were proposed for the program service(s)?	0	Kent
Program(s):	3.3	What program(s) were proposed? (RES and/or	0	RES, RPRS
Funding:	3.3	What funding type(s) were proposed? (RSS and/or ASA)	0	RSS & ASA
Total Points Awarded for General			0.00	
Program Budget Proposal			20points available	
	Question	Available Points	Points Awarded	Comments / Reason for Deduction
Budget	4.1	Did the bidder propose a realistic budget within the estimated award amount for the program(s)?	10	7.00
Narrative	4.2	Did the bidder provide a thorough description for each of the categories listed in Chart 4.1., per program for the first fiscal year?	10	10.00
Total Points Awarded for Program Budget Proposal			17.00	
Total Points Awarded			76.00	

Refugee Social Services (RSS25-0001)				
Proposal Number: 3				
Bidding Organization: Bethany Christian Services (Kalamazoo)				
Experience & Past Performance		15 points available		
	Question	Available Points	Points Awarded	Comments / Reason for Deduction
Bidder's Experience: Past Projects	2.1-a Does the bidder have a history of working with populations that align with the service specifications in this RFP?	3	3.00	
	2.1-b For each agreement/funding source, did the bidder provide a service name, a description of the service, the timeframe during which the service was funded and/or provided, with whom the agreement and/or funding was with, and the name of the contact person?	2	2.00	
Bidder's Experience: Populations Served	2.2 Did the bidder provide principle characteristics, including the population (i.e. Cuban/Haitian Entrant, Refugee, Asylee, etc.) and primary language(s) spoken?	5	5.00	
Bidder's Experience: Collaborations	2.3 To what degree has the bidder demonstrated the ability to collaborate with, or otherwise utilize local resources within their community?	5	4.00	Several collaboratives were outside proposed county with underwhelming description of lack of collaborative opportunities in Kalamazoo county.
Total Points Awarded for Experience & Past Performance			14.00	
Program Design		65 points available		
	Question	Available Points	Points Awarded	Comments / Reason for Deduction
Identified Need	3.1-a How well has the bidder demonstrated an understanding of the service area and the needs of the targeted populations?	8	8.00	
	3.1-b Did the bidder describe the economic, social, cultural, linguistic, or any other barriers which prevent community members from accessing refugee social services?	5	5.00	
	3.1-c Did the bidder provide citations to backup claims?	2	2.00	
	3.1-d Did the bidder describe additional funding sources available to serve eligible populations and how funding will complement and not duplicate existing services?	5	5.00	
Program Design	3.2-a How well did the bidder describe of the proposed program(s)?	15	15.00	
	3.2-b Did the bidder propose 1) target population, 2) supported activities (Section II, 4), and 3) outcomes and metrics of the supported activities planned to track during the life of the program(s)?	10	10.00	
	3.2-c Did the bidder describe how the program(s) will be designed to address the unique needs of the target population identified in 3.1?	10	10.00	
Program Implementation	3.3-a How well has the bidder describe the program(s) implementation?	3	1.00	Bidder did not adequately address a compliance plan for the non-discrimination and DEI contract components.
	3.3-b Did the bidder describe a hiring plan of culturally proficient and competent staff that represent the cultural, national origin, and religions of the newcomer populations being served?	3	0.00	Bidder did not describe an acceptable plan.
	3.3-c Did the bidder describe training opportunities for staff?	1	0.50	Bidder did not describe the types of required trainings or offered to staff.
	3.3-d Did the bidder provide a timeline for availability of supported activities? Has the bidder identified a number of additional individuals needed to successfully fulfill the goal and activities listed in this RFP? Were the roles explained and were job descriptions included?	2	1.50	Dec. 2024. - Unclear why bidder would not start Oct. 1.
	3.3-e Did the bidder describe plans to address activities needed in the community but not allowable under this funding?	1	1.00	
Total Points Awarded for Program Design			59.00	
General Program Design		0 points available		
	Question	Available Points	Points Awarded	Comments / Reason for Deduction
County/Countries:	3.3 What county/countries were proposed for the program service(s)?	0		Kalamazoo
Program(s):	3.3 What program(s) were proposed? (RES and/or	0		RES
Funding:	3.3 What funding type(s) were proposed? (RSS and/or ASA)	0		RSS & ASA
Total Points Awarded for General			0.00	
Program Budget Proposal		20 points available		
	Question	Available Points	Points Awarded	Comments / Reason for Deduction
Budget	4.1 Did the bidder propose a realistic budget within the estimated award amount for the program(s)?	10	10.00	Budget is high for proposed number of clients.
Narrative	4.2 Did the bidder provide a thorough description for each of the categories listed in Chart 4.1., per program for the first fiscal year?	10	10.00	
Total Points Awarded for Program Budget Proposal			20.00	
Total Points Awarded			93.00	



Remote Refugee Social Services (RSS25-0002)				
Proposal Number: 1				
Bidding Organization: Bethany Christian Services of Michigan				
Experience & Past Performance		15 points available		
Bidder's Experience: Past Projects	Question	Available Points	Points Awarded	Comments / Reason for Deduction
2.1-a	Does the bidder have a history of working with populations that align with the service specifications in this RFP?	3	3.00	
	2.1-b For each agreement/funding source, did the bidder provide a service name, a description of the service, the timeframe during which the service was funded and/or provided, with whom the agreement and/or funding was with, and the name of the contact person?	2	2.00	
Bidder's Experience: Populations Served	2.2 Did the bidder provide principle characteristics, including the population (i.e. Cuban/Haitian Entrant, Refugee, Asylee, etc.) and primary language(s) spoken?	5	5.00	
Bidder's Experience: Collaborations	2.3 To what degree has the bidder demonstrated the ability to collaborate with, or otherwise utilize local resources within their community?	5	4.00	Bidder mentions working with employers but had underwhelming employer collaborations.
Total Points Awarded for Experience & Past Performance			14.00	
Program Design		65 points available		
Identified Need	Question	Available Points	Points Awarded	Comments / Reason for Deduction
3.1-a	How well has the bidder demonstrated an understanding of the rural service areas and the needs of the targeted populations?	8	3.00	Underwhelming context on the local region, but bidder did not elaborate on specific needs of refugee/ORR populations. Bidder did not mention the need for technology or internet.
	3.1-b Did the bidder describe the economic, social, cultural, linguistic, or any other barriers which prevent community members from accessing mainstream refugee social services?	5	2.00	Bidder did not describe economic, cultural or linguistic barriers. Bidder only focused on barriers of living in a rural community.
	3.1-c Did the bidder provide citations to backup claims?	2	2.00	
	3.1-d Did the bidder describe additional funding sources available to serve eligible populations and how funding will complement and not duplicate existing services?	5	4.00	Underwhelming description of additional funding sources available to serve populations in rural areas.
Program Design	3.2-a How well did the bidder describe of the proposed program(s)?	10	8.00	Plan for intakes w/in 14 days of arrival does is not realistic for the arrival pathways or region served. Social adjustment services designed specifically toward one population.
	3.2-b Did the bidder propose 1) target regions and population, 2) supported activities (Section II, 4), and 3) outcomes and metrics of the supported activities planned to track during the life of the program(s)?	10	8.00	Target population includes clients from Ukraine and Afghanistan but does not consider other ORR populations. Bidder does not mention other ORR eligible populations needing remote services apart from individuals they resettle.
	3.2-c Did the bidder describe methods to establish partnerships with existing social service agencies, school districts, health departments, and other relevant partners or impacted community organizations in identified areas to be served? If not, has the bidder identified alternative and realistic methods to connect the target population to services?	10	7.00	Bidder describes intention to develop new and existing partnerships but does not describe the methods for doing so.
	3.2-d Did the bidder describe how the program(s) will be designed to address the unique needs of the target population identified in 3.1?	5	2.50	Underwhelming methods to address needs of providing services in a rural area. Spoke into needs of Ukrainian population and mentioned Afghans.
Program Implementation	3.3-a How well has the bidder describe the program(s) implementation?	3	1.00	Bidder does not adhere to Non-Discrimination & Diversity, Equity, and Inclusion Practices requirements. Underwhelming training opportunities and outreach.
	3.3-b Did the bidder describe a hiring plan of culturally proficient and competent staff that represent the cultural, national origin, and religions of the newcomer populations being served??	2	0.00	Bidder did not describe an acceptable plan.
	3.3-c Did the bidder describe staff roles and training opportunities?	1	0.50	Underwhelming description of training opportunities. Unclear description of how staff are allocated to program.
	3.3-d Has the bidder identified plans for outreach in rural communities to clients and service providers?	2	1.00	Outreach focused on Ukrainian community - emphasis on engaging 'leaders' and faith based partners
	3.3-e Did the bidder provide a timeline for availability of supported activities?	1	1.00	
	3.3-f Did the bidder describe plans to address activities needed in the community but not allowable under this funding?	1	1.00	
Total Points Awarded for Program Design			41.00	
General Program Design		0 points available		
County/Countries	Question	Available Points	Points Awarded	Comments / Reason for Deduction
3.3	What county/countries were proposed for the program service(s)?	0		Alcona, Alpena, Antrim, Benzie, Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Iosco, Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, and Wexford.
Program(s)	3.3 What programs were proposed? (RES and/or providers?)	0		RES & RPRS
Total Points Awarded for General			0.00	
Program Budget Proposal		20 points available		
Budget	Question	Available Points	Points Awarded	Comments / Reason for Deduction
4.1	Did the bidder propose a realistic budget within the estimated award amount for the program(s)?	10	9.50	Bidder did not calculate total amount.
Narrative	4.2 Did the bidder provide a thorough description for each of the categories listed in Chart 4.1., per program for the first fiscal year?	10	10.00	
Total Points Awarded for Program Budget Proposal			19.50	
Total Points Awarded			74.50	

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

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BETHANY CHRISTIAN SERVICES;  
BETHANY CHRISTIAN SERVICES OF  
MICHIGAN; and BETHANY CHRISTIAN  
SERVICES USA, LLC,

Case No. 1:24-cv-00922-JMB-PJG

Hon. Jane M. Beckering

Plaintiffs,

v.

SUSAN CORBIN, in her official capacity as  
director of the MICHIGAN DEPARTMENT  
OF LABOR AND ECONOMIC  
OPPORTUNITY; POPPY SIAS  
HERNANDEZ, in her official capacity as  
Executive Director of the OFFICE OF  
GLOBAL MICHIGAN.

Defendants.

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**ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION**

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The Court, having considered the Verified Complaint, the Exhibits to the Verified Complaint, the Motion for a Preliminary Injunction, the Memorandum supporting the Motion for a Preliminary Injunction, and the evidence presented during the evidentiary hearing, and being fully advised, this Court makes the following findings pursuant to Federal Rule of Civil Procedure 65(a):

1. Plaintiffs Bethany Christian Services, Bethany Christian Services of Michigan, and Bethany Christian Services USA, LLC (collectively, "Bethany Christian") have demonstrated a likelihood of success on the merits of their claims under the Free Exercise clause. Specifically, Defendants' non-discrimination policies are subject to strict scrutiny because (a)

Defendants' policies impose a substantial burden on Bethany Christian's religious exercise by forcing Bethany Christian to choose between its longstanding practice of requiring its employees to sign its Statement of Faith or participate in OGM-controlled federally funded grants to serve refugees; and (b) OGM's policies are neither neutral nor generally applicable. It is unlikely that Defendants will be able to satisfy this "highest level of review."

2. Absent injunctive relief, Bethany Christian will suffer irreparable injury in the form of deprivation of its constitutional right to the Free Exercise of religion, and more traditional irreparable harm in the loss of employees, programs, and standing in the community.

3. An injunction favors the public interest because it will halt Defendants' likely violation of Bethany Christian's constitutional rights. Additionally, the services that Bethany Christian provides to the refugee community are needed. An injunction will insure that Bethany Christian continues to provide the programs it has successfully run for years, and that any transition—should it ultimately occur at the conclusion of this lawsuit—will be unrushed and accomplished with minimal interruptions to the ongoing provision of refugee services.

4. The balance of the equities weighs in favor of issuing this preliminary injunction, because the third parties impacted have not previously provided the services at issue. Thus, they will suffer minimal harm, if any. And any harm they stand to incur, is far outweighed by the harm to Bethany Christian as the long-time, incumbent provider of these services.

Therefore, the Court **HEREBY ORDERS:**

Defendants shall preserve the status quo regarding Bethany Christian's provision of refugee-related services in the Grand Rapids, Kalamazoo, and Traverse City areas under the contracts in effect on September 9, 2024, and shall not transition services to other providers from Bethany Christian pending final judgment in this action.

**THIS ORDER ISSUED** on this \_\_\_\_ day of September, 2024 at \_\_\_\_ o'clock, \_\_.m. EST.

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Hon. Jane M. Beckering  
United States District Court Judge