



Michigan Supreme Court
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909

Office of Dispute Resolution
517-373-4839

December 11, 2013

Sandra Vanderhyde
Muskegon County Friend of the Court
990 Terrace Street
3rd Floor, Hall of Justice
Muskegon, Michigan 49442

Dear Ms. Vanderhyde:

Enclosed is a copy of your signed FY14 Access and Visitation Contract. Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Kristina Kring".

Kristina Kring
Office of Dispute Resolution

**Contract between State Court Administrative Office and 14th Circuit Court
Contract No. SCAO-2014-019**

1. GENERAL PROVISIONS

1.01 This contract is made between the State Court Administrative Office, Lansing, Michigan (SCAO) and 14th Circuit Court, Muskegon County Friend of the Court (the Provider).

1.02 This contract is to provide direct services that support and facilitate noncustodial parents' access to and visitation with their children. Supervised (including monitored and therapeutic) parenting time and neutral drop-off services are eligible for reimbursement under this contract. This program is administered by the Department of Health and Human Services, Administration for Children and Families, Catalog of Federal Domestic Assistance Number 93.597.

1.03 In consideration of the mutual promises and covenants in this contract, and the benefits to be derived from this contract, the parties agree as follows:

2. TERM OF CONTRACT

2.01 This contract becomes effective when it is signed by the parties.

2.02 This contract terminates on September 30, 2014, at 11:59 p.m.

2.03 In the event that an extension of this contract is desired, the parties must agree to the extension in writing prior to the expiration of this contract.

3. RELATIONSHIP

3.01 The Provider is an independent contractor, and it is understood the Provider is not an employee of the SCAO. No employee or subcontractor of the Provider is an employee of the SCAO.

3.02 No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as a result of this contract. The Provider is not eligible for, and will not participate in, any such benefits.

3.03 The Provider is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Provider's activities in accordance with this contract, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees.

3.04 The Provider shall not direct the work or commit the working time of any SCAO employee under this contract. To the extent that the Provider seeks the assistance

of any SCAO employee to perform the Provider's responsibilities under this contract, the Provider must obtain prior written approval from the state court administrator or his designee.

3.05 The Provider does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

3.06 Under Executive Order 12549, "Debarment and Suspension" (45 CFR § 92.35), states are prohibited from entering into contracts with parties appearing on the System for Award Management Excluded Parties List [<https://www.sam.gov/portal/public/SAM/>]. If after executing this Contract the contractor or subcontractor subsequently appears on the Excluded Parties List System, the SCAO may terminate this Contract.

4. SCOPE OF SERVICES

4.01 Under the direction of the SCAO, the Provider will provide supervised (including monitored and therapeutic) parenting time and/or neutral drop-off and pick-up services. Those services will include, but not be limited to, the following projects and initiatives:

4.01.01 Maintain safeguard procedures that assure the confidentiality of service recipients' personal information and that ensure that the direct services are conducted in safe and neutral environments.

4.01.02 Comply with all monitoring, evaluation, and reporting requirements in accordance with regulations prescribed by the Federal Secretary of Health and Human Services, and comply with the SCAO's financial and reporting requirements.

4.01.03 Prepare, complete, and submit a quarterly "Program Worksheet" and "Access and Visitation Grant Program Invoice" to the SCAO by 5:00 p.m. on the following dates:

	Reporting Period:	Due Date to SCAO:
1 st Quarter	October 1, 2013 – December 31, 2013	January 20, 2014
2 nd Quarter	January 1, 2014 – March 31, 2014	April 21, 2014
3 rd Quarter	April 1, 2014 – June 30, 2014	July 21, 2014
4 th Quarter	July 1, 2014 – September 30, 2014	October 7, 2014

4.01.04 Permit the SCAO or any of its identified agents to inspect, observe, and monitor the facilities and program operations authorized by this Contract by conducting site visits, interviewing direct service providers, and viewing court and service provider case records, receipts, client/user complaints, and internal statistical service reports.

4.01.05 Assess, during mid-fiscal year, the direct service expenditures and project anticipated unspent funds. The Provider agrees that the SCAO, in consultation with the Provider, may amend this Contract by downwardly adjusting the award amount to permit redistribution of funds to other currently funded Access and Visitation Grant Program contracts if it appears that the Provider will under-spend the original Contract amount.

4.02 The Provider shall, during the contract term or any extension thereof, use the Provider's best efforts and endeavors to promote the interests of the SCAO. The Provider, and the Provider's employees or subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this contract and in any amendments to this contract.

4.03 Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements, shall remain the sole responsibility of the SCAO.

5. PERFORMANCE, PRICING, AND PROHIBITION OF SUPPLANTING

5.01 The SCAO agrees to pay the Provider a sum not to exceed **\$3,100.00** for the services performed pursuant to this contract. This sum includes all services, costs, fees, and expenses.

5.02 The compensation for services performed pursuant to this contract is inclusive of any and all remuneration to which the Provider is entitled. The Provider shall be responsible for all payment of all expenses the Provider incurs under this contract, including, but not limited to, license fees, memberships and dues, automobile and other expenses, insurance premiums, telephone costs, and all salary, expenses, and other compensation paid to the Provider's employees or contract personnel that the Provider hires or retains.

5.03 The Contractor agrees to abide by applicable provisions of the "Cost Principals for State and Local Governments" issued in 2 CFR 225.

5.04 Funding provided by this Agreement may not be used to supplant any funding currently spent on access and visitation programs and may not be utilized for any project already funded by the state or the Title IV-D Cooperative Reimbursement Agreements, unless the money is used to enhance or supplement an established program. Clear distinctions will be made according to acceptable accounting principles, including documentation of the separation of tasks between IV-D personnel and grant personnel, between projects currently funded by IV-D and enhancements or supplements to projects receiving funding by this Agreement.

5.05 Under no circumstance will Title IV-D funding be utilized to pay for any expenses, administrative or otherwise, incurred from direct services provided as part of the Federal Grants to States for Access and Visitation.

6. ASSIGNMENT

6.01 The Provider may not assign the performance under this contract to subcontract personnel other than those identified in the Provider's grant application except with the prior written approval of the SCAO.

7. METHOD OF PAYMENT

7.01 All payments for the proper performance of the contract shall be made by the SCAO quarterly, upon the submission by the Provider of invoices for approval by the SCAO on a form approved by the SCAO. The invoices shall include a specification of the hours worked, hourly salary, and the detailed services provided by the Provider, and/or for each of the Provider's or approved subcontractor's staff, during the period for which payment is sought.

8. CONFIDENTIAL INFORMATION

8.01 In order that the Provider's employees or subcontractors may effectively provide fulfillment of this contract to the SCAO, the SCAO may disclose confidential or proprietary information pertaining to the SCAO's past, present, and future activities to the Provider. All such information is proprietary to the SCAO and Provider shall not disclose such information to any third party without prior approval from the SCAO. The Provider agrees to return all confidential or proprietary information to the SCAO immediately upon the termination of this contract.

9. RIGHTS TO WORK PRODUCT

9.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Provider under this contract, and amendments thereto, shall belong to the SCAO and are subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Provider original materials produced under this contract and shall have the right to distribute those materials.

9.02 The SCAO grants the Provider a royalty-free, nonexclusive license to use anything developed in the course of executing this contract if the work product enters the public domain.

9.03 The SCAO shall have copyright, property, and publication rights in all written or visual material or other work products developed in connection with this contract. The Provider shall not publish or distribute any printed or visual material relating to the services provided under this contract without the prior explicit permission of the SCAO.

10. WRITTEN DISCLOSURE

10.01 The Provider and the Provider's employees or subcontractors shall promptly disclose in writing to SCAO all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by the Provider or the Provider's employees or subcontractors jointly with the SCAO or singly by Provider or the Provider's employees or subcontractors while engaged in activity under this contract. As to each such disclosure, the Provider shall specifically point out the features or concepts that are new or different.

10.02 The SCAO shall have the right to request the assistance of the Provider and the Provider's employees or subcontractors in determining and acquiring copyright, patent, or other such protection at the SCAO's invitation and request.

10.03 The Provider represents and warrants that there are at present no such writings, inventions, improvements, or discoveries (other than in a copyright, copyright application, patent, or patent application) that were written, conceived, invented, made, or discovered by the Provider or the Provider's employees before entering into this contract, and which the Provider or the Provider's employees desire to remove from the provisions of this contract, except those specifically set forth by attachment hereto.

11. INSURANCE

11.01 The Provider should carry insurance coverage in such amounts as necessary to cover all claims arising out of the Provider's operations under the terms of this contract. The Provider shall indemnify and hold harmless the SCAO for any liability

incurred as a consequence of Provider's failure to maintain insurance coverage for Provider or Provider's subcontractors.

12. INDEMNITY

12.01 Unless § 12.02 applies, the Provider agrees to indemnify, defend, save, and hold harmless the SCAO, the Michigan Supreme Court, their agents, officers, and employees from any liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) that may be imposed upon, incurred by, or asserted against the SCAO or the Michigan Supreme Court by reason of the Provider's acts or services provided under this contract. Indemnity is not limited by: (1) failure to procure and/or maintain insurance for Provider or Provider's subcontractors; (2) failure to procure and/or maintain sufficient insurance for Provider or Provider's subcontractors; or (3) by operation of insurance deductibles, holdbacks, or minimums.

12.02 If the Provider is a local unit of government, that is a political subdivision and instrumentality of the State of Michigan, or an office, department or agency thereof, the following liability provisions apply:

- A. All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the Provider in the performance of this contract, shall be the responsibility of the Provider, and not the responsibility of the SCAO. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.
- B. All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the SCAO in the performance of this contract, shall be the responsibility of the SCAO, and not the responsibility of the Provider. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.
- C. In the event that liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from third party claims, demands, costs, or judgments arise as a result of activities conducted jointly by the Provider and SCAO in fulfillment of their responsibilities under this contract, such liabilities, obligations,

damages, penalties, claims, costs, fees, charges, and expenses shall be borne by the Provider and SCAO in relation to each party's responsibilities under these joint activities. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

12.03 The Provider also agrees to assume responsibility to safeguard the Provider's property and materials and that of the Provider's employees or subcontractors. The SCAO is not responsible and will not be subject to any liability for any claim related to the loss, damage, or impairment of Provider's property and materials or the property and materials of the Provider's employees or subcontractors, used by the Provider pursuant to the Provider's performance under this contract.

12.04 The Provider warrants that it is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this contract. The SCAO will not be subject to any liability for any such claim.

12.05 In the event any action or proceeding is brought against the Provider by reason of any claim covered under this contract, the Provider will, at the Provider's sole cost and expense, resist or defend the action or proceeding.

13. TERMINATION

13.01 Each party has the right to terminate this contract without cause by giving written notice to the other party of such termination at least ten days before the effective date of such termination.

13.02 The SCAO will pay any compensation due to the Provider at the time of termination after an invoice is submitted to the SCAO. The Provider will refund any compensation to the SCAO that was made in excess of the amount invoiced at the time of termination.

13.03 In the event the Provider dies during the term of this contract, this contract shall terminate.

14. COMPLIANCE WITH LAWS

14.01 The Provider shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments, and shall save and hold the SCAO harmless with respect to any damages arising from any violation of the same by the Provider.

14.02 In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether

directly or through state or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

14.03 The Contractor will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliott Larsen Civil Rights Act, MCL 37.2101. The Contractor will also comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101, and the Federal Rehabilitation Act of 1973, PL 93-112, § 504, 87 Stat 394. The Contractor will comply with the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq.*, which prohibits discrimination against individuals with disabilities and provides enforcement standards. Further, the Contractor will comply with all other federal, state or local laws, regulations and standards as they may apply to the performance of this Agreement. These awards are subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 USC 7104). The full text of this requirement is found at http://www.acf.hhs.gov/grants/award_term.html.

15. MICHIGAN LAW

15.01 This contract shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan.

16. CONFLICT OF INTEREST

16.01 The Provider presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this contract.

17. DEBT TO STATE OF MICHIGAN

17.01 The Provider covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

18. MEDIA INTERVIEWS AND ADVERTISEMENTS

18.01 Provider shall not participate in any media interviews or advertisements, including, but not limited to, discussions with journalists and the issuance of press releases; or statements relating to the duties performed in this contract, without prior SCAO approval.

19. DISPUTES

19.01 The Provider shall notify the SCAO in writing of the Provider's intent to pursue a claim against the SCAO for breach of any term of this contract within seven days of discovery of the alleged breach.

19.02 The Provider and the SCAO agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this contract; or any claim that the SCAO violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.

19.03 The Provider and the SCAO agree that, in the event that mediation is unsuccessful, any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion of the arbitrator. This agreement to arbitrate shall be specifically enforceable. A judgment of any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

20. ENTIRE AGREEMENT

20.01 This contract contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this contract exists to bind either of the parties.

21. AMENDMENT

21.01 This contract may be amended only upon written agreement of the parties.

22. DELIVERY OF NOTICE

22.01 Written notices and communications required under this contract shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

A. The Provider's contact person is:

Sandra M. Vanderhyde
Muskegon County Friend of the Court
990 Terrace Street
3rd Floor Hall of Justice
Muskegon, Michigan 49442
vanderhydesa@co.muskegon.mi.us

B. The SCAO's contact person is:

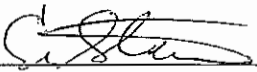
Michelle Hilliker
Financial and Statistical Management Analyst
State Court Administrative Office
Office of Dispute Resolution
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
hillikerm@courts.mi.gov

23. SIGNATURE OF PARTIES

23.01 This contract becomes effective when signed by the parties.

IN WITNESS WHEREOF, the SCAO and 14th Circuit Court, have executed this contract:

14th Circuit Court

By: 
(printed or typed name)

Date: 12/3/13

STATE COURT ADMINISTRATIVE OFFICE

By: 
Dawn Monk
Deputy State Court Administrator

Date: 12/9/13