

**MICHIGAN SUPREME COURT
STATE COURT ADMINISTRATIVE OFFICE
Court Innovation Grant Fund
FY 2014 CONTRACT**

Grantee Name: 14th Circuit Court
Federal ID Number: 38-6006063
Contract Number: SCAO-2014-008
Grant Amount: \$50,000.00

1. GENERAL PROVISIONS

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

1.02 This contract incorporates the Grantee's approved grant application request and final approved budget.

1.03 This contract is for the Court Performance Innovation Fund Grant.

1.04 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, the State Court Administrator or Deputy State Court Administrator, and the Grantee's authorizing official.

2.02 This contract commences on 10/1/2013. This contract terminates on 9/30/2014, at 11:59 p.m.

3. RELATIONSHIP

3.01 The Grantee is an independent contractor, and it is understood that the Grantee is not an employee of the SCAO. No employee, agent, or subcontractor of the Grantee 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 Grantee is not eligible for, and will not participate in, any such benefits.

3.03 The Grantee is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Grantee'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 Grantee understands and agrees that all parties furnishing services pursuant to this contract are, for purposes of workers' compensation liability or other actions of employee-related liability, not employees of the SCAO. The Grantee bears the sole responsibility and liability for furnishing workers' compensation benefits to any of

its employees for injuries arising from or connected with services performed pursuant to this contract.

3.05 The Grantee shall not direct the work or commit the working time of any SCAO employee under this contract. To the extent that the Grantee seeks the assistance of any SCAO employee to perform the Grantee's responsibilities under this contract, the Grantee must obtain prior written approval from the state court administrator or his designee.

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

4. SCOPE OF SERVICES

4.01 Upon approval of the Grantee's application and signing of this contract, SCAO agrees to provide funding from the Grant in an amount not to exceed the amount of this contract. In no event does this contract create a charge against any other funds of SCAO or the Michigan Supreme Court.

4.02 The Grantee shall, during the contract term, use the Grantee's best efforts and endeavors to promote the interests of the SCAO. The Grantee, and the Grantee'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 AND BUDGET

5.01 The SCAO agrees to provide the Grantee a sum not to exceed \$50,000.00 for the court program operated pursuant to this contract.

5.02 The grant agreement is designated as a sub-recipient relationship.

5.03 Any Grantee equipment purchases supported in whole or in part through this agreement must be listed in the Final Award Budget Summary. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.

5.04 The Grantee agrees that it will not expend funds obtained under this contract for any purpose other than those authorized in the administrative requirements specified in the application and revised approved budget for the Grant, and will expend grant funds only during the period covered by this contract unless prior written approval is received from the SCAO.

5.05 The Grantee must sign up through the online vendor registration process to receive all state of Michigan payments as Electron Funds Transfers (EFT)/Direct Deposits. Registration information is available through the Department of Technology, Management, and Budget's website at: http://www.michigan.gov/budget/0,1607,7-157-13404_37161-179392--,00.html

5.06 All payments for the proper performance of the contract shall be made by the SCAO quarterly, upon submission by the Grantee of financial reports for approval by the SCAO on a form approved by the SCAO. The financial reports shall include a specific amount of the hours worked, hourly salary, the detailed services provided by the

Grantee or Grantee's staff, and/or the specific amount expended on supplies or operating costs necessary for program operation. An amount equal to 25 percent of the grant award, or the final payment will be withheld by SCAO until the project is completed in accordance with the approved grant application.

5.07 Requests for adjustments in expenditures within line items and between line item categories must be made using a Contract Adjustment Request form, and approved by the SCAO.

5.08 The Grantee shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the SCAO's fiscal procedures. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

6. CONDUCT OF THE PROJECT

6.01 The Grantee shall abide by all terms and conditions required in the application assurances, budget requirements, and the Grantee's approved program outline and budget.

6.02 The Grantee shall operate its grant-funded program in accordance with the application assurances.

6.03 The Grantee agrees that funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytizing. If the Grantee refers participants to, or provides, a non-federally funded program of service that incorporates such religious activities: (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-federally funded program or services that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the Grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to a comparable secular alternative program or service.

7. ASSIGNMENT

7.01 The Grantee may not assign the performance under this contract to subcontract personnel except with the prior written approval of the SCAO.

7.02 All provisions and requirements of this contract shall apply to any subcontracts or agreements the Grantee may enter into in furtherance of its obligations under the contract.

7.03 The Grantee shall provide copies of all subcontracts for services funded in whole or in part by this grant to SCAO for review and approval prior to entering into a subcontract agreement and shall be responsible for the performance of any subcontractor.

8. CONFIDENTIAL INFORMATION

8.01 In order that the Grantee'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 Grantee. All such information is proprietary to the SCAO and Grantee shall not disclose such information to any third party without prior approval from the SCAO. The

Grantee agrees to return all confidential or proprietary information to the SCAO immediately upon the termination of this contract.

8.02 Both the SCAO and Grantee shall assure that medical services to, and information contained in the medical records of, persons served under the provisions of this contract or other such recorded information required to be held confidential be federal or state law, rule, or regulation, in connection with the provision of services or other activity under this agreement, shall remain confidential. Such information shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly or indirectly identify particular individuals.

9. HUMAN SUBJECTS

9.01 The Grantee must submit all research involving human subjects conducted in programs sponsored by the SCAO, or in programs that receive funding from or through the state of Michigan, to the Michigan Department of Community Health's (MDCH) Institutional Review Board (IRB) for approval prior to the initiation of the research.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, 42 CFR PART 2, AND MICHIGAN MENTAL HEALTH CODE

10.01 The Grantee assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and applicable confidentiality provisions of the Michigan Mental Health Code, to the extent that this act and these regulations are pertinent to the services that the Grantee provides under this contract. These requirements include:

- A. The Grantee must not share any protected health or other protected data and information provided by the SCAO or any other source that falls within HIPAA, 42 CFR Part 2, and/or the Michigan Mental Health Code requirements, except to a subcontractor as appropriate under this contract.
- B. The Grantee must require, in the terms and conditions of any subcontract, that the subcontractor not share any protected health or other protected data and information from the SCAO or any other source that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements.
- C. The Grantee must use protected data and information only for the purposes of this contract.
- D. The Grantee must have written policies and procedures addressing the use of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements. The policies and procedures must meet all applicable federal and state requirements including HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code regulations. These policies and procedures must include restricting

access to the protected data and information by the Grantee's employees.

- E. The Grantee must have a policy and procedure to report to the SCAO unauthorized use or disclosure of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements of which the Grantee becomes aware.
- F. Failure to comply with any of these contractual requirements may result in the termination of this contract in accordance with section 19.
- G. In accordance with HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements, the Grantee is liable for any claim, loss, or damage relating to its unauthorized use or disclosure of protected data and information received by the Grantee from the SCAO or any other source.

11. RIGHTS TO WORK PRODUCT

11.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Grantee 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 Grantee original materials produced under this contract and shall have the right to distribute those materials.

11.02 When activities supported by this agreement produce books, films, or other such copyrightable materials issued by Grantee, the Grantee may copyright such materials, but shall acknowledge that the SCAO reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, and to authorize others to reproduce and use such materials. This publication right does not include service recipient information or personal identification data.

11.03 Any materials bearing the SCAO's name must be approved by the SCAO prior to reproduction and use.

11.04 The grantee shall give the SCAO recognition in any and all publications, papers, and presentations arising from the program and service contract.

12. WRITTEN DISCLOSURE

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

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

12.03 The Grantee 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 Grantee or the Grantee's employees before entering into this

contract, and which the Grantee or the Grantee's employees desire to remove from the provisions of this contract, except those specifically set forth by attachment hereto.

13. INSURANCE

13.01 The Grantee should carry insurance coverage in such amounts as necessary to cover all claims arising out of the Grantee's operations under the terms of this contract. The Grantee shall indemnify and hold harmless the SCAO for any liability incurred as a consequence of Grantee's failure to maintain insurance coverage for Grantee or Grantee's subcontractors.

14. INDEMNITY

14.01 All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Provider in the performance of this contract shall be the responsibility of the Provider, and not the responsibility of SCAO or the Michigan Supreme Court, if the liability, loss, or damage is caused by, or arises out of, actions or failure to act on the part of the Provider, any subcontractor, anyone directly or indirectly employed by the Provider, provided that nothing herein shall be construed as a waiver of any governmental immunity.

14.02 All liability to third parties, loss or damage as a result of claims, demands, costs or judgments arising out of activities carried out by SCAO in the performance of this Agreement shall be the responsibility of SCAO, and not the responsibility of the Provider, if the liability, loss, or damage is caused by, or arises out of, actions or failure to act on the part of SCAO, provided that nothing herein shall be construed as a waiver of any governmental immunity.

14.03 In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Provider and SCAO in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the Provider and SCAO in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity.

15. ACQUISITION, ACCOUNTING, RECORDKEEPING, AND INSPECTION

15.01 The Grantee agrees that all expenditures from this contract, including the acquisition of personnel services, contractual services, and supplies, shall be in accordance with: (1) the standard procedures of the Grantee's funding unit, and (2) the administrative and budget requirements of the grant.

15.02 The Grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of funds for the purposes identified in the approved grant request, final approved budget, and any applicable approved contract addendum and/or budget amendment.

15.03 The Grantee agrees that the Michigan Supreme Court, the SCAO, the local government audit division of the Michigan Department of Treasury, the State Auditor General, or any of their duly authorized representatives, including program evaluators and auditors, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, books, accounts, data, time cards, or other records related to this contract. The Grantee shall retain all books and records, including all

pertinent cost reports, accounting and financial records, or other documents related to this contract, for five years after final payment at the Grantee's cost. Federal and/or state auditors, and any persons duly authorized by the SCAO, shall have full access to and the right to examine and audit any of the materials during the term of this contract and for five years after final payment. If an audit is initiated before the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is complete. The SCAO shall provide audit findings and recommendations to the Grantee. The SCAO may adjust future or final payments if the findings of the audit indicate over- or under-payment to the Grantee for the period audited, subject to the availability of funds for such purposes. If an audit discloses an overpayment to the Grantee, the Grantee shall immediately refund all amounts that may be due to the SCAO. Failure of the Grantee to comply with the requirements of this section shall constitute a material breach of this contract upon which the SCAO may cancel, terminate, or suspend this contract.

15.04 The Grantee's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Grantee.

16. PROGRAM REVIEW AND MONITORING

16.01 The Grantee shall give the SCAO and any of its authorized agents access to the court at any reasonable time to evaluate, audit, inspect, observe, and monitor the Court Performance Innovation Project. The inspection methods that may be used include, but are not limited to onsite visits, interviews of staff and project users, and review of case records, receipts, monthly/quarterly statistical reports, and fiscal records.

17. REPORTS

17.01 The SCAO will provide report forms for all required reports. The Grantee agrees to submit timely, complete, and accurate reports as identified in this contract and the application assurances and administrative requirements for the grant to the SCAO as listed in Attachment A.

17.02 The Grantee is responsible for the timely, complete, and accurate submission of each required report and data as outlined above.

17.03 If any report is thirty days past due, a delinquency notice will be sent via email notifying the Grantee that it has 15 days to comply with the reporting requirement. Forty-five days past the due date, a forfeiture notice will be sent to the Grantee via the U.S. Postal Service notifying it that its funding award has been rescinded due to contract noncompliance.

18. DEBARMENT AND SUSPENSION

18.01 The Grantee may not contract with or make any award of grant funds at any time to any third party that has been debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

19. TERMINATION OR FUNDING HOLD

19.01 Each party has the right to terminate this contract without cause by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination. Reasons for termination may include, but are not limited to, failure to make ongoing progress toward the program's goals, failure to submit reports in a timely fashion, or using a vendor suspended or debarred pursuant to section 18 of this contract.

19.02 This contract may be terminated immediately without further financial liability to the SCAO if funding for this contact becomes unavailable to the SCAO.

20. COMPLIANCE WITH LAWS

20.01 The Grantee 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 Grantee.

21. MICHIGAN LAW

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

22. CONFLICT OF INTEREST

22.01 The Grantee 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.

22.02 The Grantee and the SCAO are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, MSA 4.1700(51) *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*, MSA 4.1700 (71) *et seq.*

23. DEBT TO STATE OF MICHIGAN

23.01 The Grantee 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.

24. DISPUTES

24.01 The Grantee shall notify the SCAO in writing of the Grantee'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.

24.02 The Grantee 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.

24.03 The Grantee 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.

25. ENTIRE AGREEMENT

25.01 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.

26. AMENDMENT

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

27. DELIVERY OF NOTICE

27.01 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 Grantee's contact person is Mr. Eric Stevens, 14th Circuit Court, Michael E. Kobza Hall of Justice, 990 Terrace, Muskegon, MI 49442.
- B. The SCAO's contact person is Ms. Jennifer Warner, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.

28. SIGNATURE OF PARTIES

28.1 This contract becomes effective when signed by the parties.

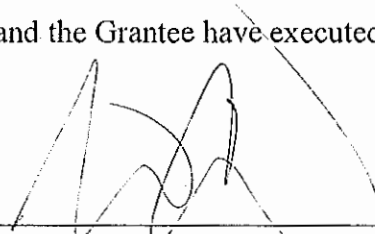
IN WITNESS WHEREOF, the SCAO and the Grantee have executed this contract:

14th Circuit Court


DEC 06 2013

Date

12/17/13
Date



William C. Marietti, Chief Judge



Eric Stevens, Circuit Court Administrator

COUNTY OF MUSKEGON


10/3/13
Date



Kenneth Mahoney, Chair Board of Commissioners

STATE COURT ADMINISTRATIVE OFFICE

4/9/14
Date



Deputy State Court Administrator

BUDGET SUMMARY BASED ON ACTUAL AWARD

2014 CONTRACT YEAR

Court Name: 14th Circuit Court- Family Division Contract No. SCAO 2014 008

Budget Summary		
Budget Category		Total Cost
A	Personnel	\$
B	Fringe Benefits	\$
C	Contractual	\$50,000.00
D	Supplies/Operating	\$
E	Travel	\$
F	Equipment (over \$5000)	
G	Total Project Cost (by Funding Source)	\$50,000.00

Sandra Vanderhyde
 Person Completing Budget (Signature)

12/13/2013
 Date

Sandra M. Vanderhyde
 Print Name

(231) 724-7138
 Contact Number

Rebecca Mack
 SCAO Finance: Approved By (Signature)

1/23/14
 Date

Rebecca Mack
 Print name

Personnel		
Name/Position	Computation (Hours/Rate)	Amount
		\$
		\$
		\$
		\$
		\$
Personnel Total		\$0.00

Fringe Benefits			
<input type="checkbox"/> Employer FICA	0.00%	<input type="checkbox"/> Retirement	0.00%
<input type="checkbox"/> Vision insurance	0.00%	<input type="checkbox"/> Unemployment insurance	0.00%
<input type="checkbox"/> Health insurance	0.00%	<input type="checkbox"/> Worker's Compensation	0.00%
<input type="checkbox"/> Dental insurance	0.00%	<input type="checkbox"/> Life insurance	0.00%
<input type="checkbox"/> Other	0.00%	<input type="checkbox"/> Other	0.00%
Composite Rate 0.00%			

Fringe Benefits Total	
Total Personnel and Fringe Benefits	\$.00

Consultant/Contractor Expenses

Name of Contractor	Unit Cost of Service & # of Units	Total Cost
1. Information Systems Intelligence, LLC	\$110.00 Per Hour x 454.55 Hours	\$50,000.00
<p>Service to be provided: ISI, with the assistance of Solid Circle, will develop, implement, and train staff on how they can best use innovative technology to communicate more effectively with our clients. The Scope of Work will include a Planning and Discovery phase, a Process Definition and Requirements Gathering phase, and an Evaluation and Recommendations Component.</p>		
2.		\$
<p>Service to be provided:</p>		
3.		\$
<p>Service to be provided:</p>		
4.		\$
<p>Service to be provided:</p>		
5.		\$
<p>Service to be provided:</p>		
6.		\$
<p>Service to be provided:</p>		
7.		\$
<p>Service to be provided:</p>		
8.		\$
<p>Service to be provided:</p>		
9.		\$
<p>Service to be provided:</p>		
10.		\$
<p>Service to be provided:</p>		
Total Contractual		\$

Supplies and Operating		
Item	Unit Cost of Item & # of units	Total Cost
Total Supplies/Operating		\$.00

Equipment (over \$5,000)		
Item	Unit Cost of Item & # of units	Total Cost
Total Equipment (over \$5,000)		\$.00

Travel for Participants		
Type of Travel Expense	Computation	Total Cost
Total Travel		\$.00