

**STATE COURT ADMINISTRATIVE OFFICE  
STATUS OFFENSE DIVERSION PROJECT GRANT PROGRAM  
Subcontract Agreement Between**

**SCAO**

**Federal I.D. Number: 38-6000134**

**and**

**GRANTEE: 44<sup>th</sup> Circuit Court  
Federal I.D. Number: 38-6005819**

**Contract Number: SCAO-2025-112**

**Grant Amount: \$99,999**

**SCAO Unique Identifier:**

**Project Title: Status Offense Diversion Project Grant**

**Assistance Listing Number Title: Juvenile Justice and Delinquency Prevention**

**Assistance Listing Number: 16.540**

**Unique Entity Identifier (UEI): KKVDAK6JGJ96**

**Federal Agency Name: U.S. Department of Justice, Office of Juvenile Justice  
and Delinquency Prevention (DOJ OJJDP) Federal Grant Administered by:**

**Michigan Department of Health and Human Services**

**Federal Grant Award Number: 15PJDP21GG04715TITL**

**1. DEFINITIONS GOVERNING AGREEMENT**

The definitions below govern the terms used in this Agreement.

- 1.01 The term “Agreement” as used in this document means the Agreement between the State Court Administrative Office (the “SCAO”) and Grantee and includes any subsequent amendments thereto.
- 1.02 The term “Allowable Expenses” means all permissible and SCAO-approved expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee’s employees—or subcontractors that the Grantee hires, retains or utilizes for the Grantee’s performance under this Agreement. This term also includes Travel Expenses as defined below. The Allowable Expense list is kept in WebGrants; and is subject to the SCAO approval and the Grantee’s compliance with all terms outlined

in the DOJ's Grants Financial Guidance (currently, as section 3.10 of "Postaward Requirements").

- 1.03 The term "SOD" refers to the Status Offense Diversion Project Grant Program, which is the subject of this Agreement.
- 1.04 The term "Confidential Information" means confidential and/or Proprietary Information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by the SCAO or any of Grantee, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark, protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute or produce during the term of this Agreement when rendering Services thereunder. "Confidential Information" also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act ("HIPPA").

For purposes of this Agreement, if the information exchanged between the parties arguably falls into the above categories, it shall be treated as Confidential Information; or if a reasonable person would classify the data exchanged between the parties as confidential, that data is also Confidential Information.

The following information is not Confidential Information, information that: is publicly available; is subject to Michigan FOIA; is already in the possession of the Grantee without an obligation of confidentiality; is developed independently by the Grantee, as shown to the SCAO by the Grantee, without violating the SCAO's proprietary rights; is obtained from a source other than the SCAO without an obligation of confidentiality; is deidentified and aggregated data that must be reported to the U.S. DOJ or MDHHS as a condition of the above-captioned grant.

- 1.05 The term "Contractor" refers to Contractors as defined in 2 CFR 200.331 and is an individual or entity who Grantee creates a procurement relationship by entering into

an agreement with Contractor for the purpose of obtaining goods and services for the Grantee's use.

- 1.06 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.
- 1.07 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement and includes any increases or reductions under Section 3.
- 1.08 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.
- 1.09 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.
- 1.10 The term "Parties" includes the SCAO, Grantee, and all of their employees.
- 1.11 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third-party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Agreement.
- 1.12 The term "Program Income" means the gross income earned by the Grantee during the Agreement period as a direct result of the grant project's Services and includes all income generated as a direct result of a SCAO-funded project.
- 1.13 The term "Program Services" or "Services" refers to the goods, services, program activities, projects and initiatives that the Grantee agrees to provide to the SCAO under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.
- 1.14 The term "Subrecipient" refers to Subrecipients as defined in 2 CFR 200.331 and is a subaward for an individual or entity that Grantee creates a Federal financial assistance relationship with for the purpose of carrying out a portion of the Federal award.
- 1.15 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and

any other taxes or fees for which Grantee is responsible.

- 1.16 The term “Travel Expenses” means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by the SCAO before they are incurred.
- 1.17 The term “Work Product” refers to reports, programs, manuals, tapes and videos including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Grantee under this Agreement and amendments thereto.

## **2. PERIOD OF AGREEMENT**

- 2.01 This Agreement covers Services rendered during the grant period beginning on 4/14/2025 through 9/30/2026, at 11:59 p.m. (“Agreement Period”) unless the parties agree in a signed writing to an amendment in accordance with Section 33.
- 2.02 Unless indicated otherwise in this Agreement, this Agreement is effective until all obligations have been satisfied by both parties.

## **3. GRANT AMOUNT CONTINGENCIES**

The SCAO agrees to provide reimbursement-based funding in an amount not to exceed the Grant Amount, conditioned upon the SCAO’s actual receipt of the award. If the Grant Amount is reduced or eliminated, or if the SCAO does not receive sufficient funding, the SCAO has no obligation to the Grantee to fulfill the terms of this Agreement, and the Grantee has no recourse therefrom. In no event does this Agreement create for the Grantee’s benefit a lien against or entitlement to any other funds of the SCAO or the Michigan Supreme Court.

## **4. RISK EVALUATION REQUIREMENT**

The SCAO is responsible to evaluate risk of Grantee’s noncompliance with federal statutes, regulations, and terms under 2 CFR 200.332. Additional reporting requirements to mitigate noncompliance may be required by Grantee based on the court’s risk level, and the SCAO will notify the Grantee if additional reporting requirements are needed.

## **5. RELATIONSHIP**

- 5.01 No employer/employee relationship exists between the Parties. Further, no employee or Contractor of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

- 5.02 The SCAO is not obligated either under this Agreement or by implication to provide—and is not liable to the Grantee for failure to provide—the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.
- 5.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Agreement.
- 5.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

## **6. SYSTEM FOR AWARD MANAGEMENT**

The Grantee (and all Contractors) must register or update in the System for Award Management (SAM) annually to be eligible for federal and state grants administered by the SCAO.

## **7. SCOPE OF SERVICES**

The Grantee shall use reasonable best efforts and devote such time, attention, skill, knowledge, and professional ability as necessary to most effectively and efficiently carry out and perform the Services. 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.

## **8. STATEMENT OF WORK**

The Grantee agrees to undertake, perform, and complete the Services described in its approved grant application and to follow all applicable state and federal laws. The Grantee may not assign the performance of Services under this Agreement to any other entity or person who is not an employee of the Grantee except with written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services. Before beginning any of the Services described in its grant application, Grantee must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status—and includes Grantee's Contractors. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## **9. RIGHTS TO WORK PRODUCT**

The Grantee will not produce any Work Product as part of this Agreement. Even so, any Work Product that may arise from this Agreement is subject to applicable federal law and the following terms:

- 9.01 All written or visual Work Product created solely by the SCAO is exclusively owned by the SCAO and is subject to copyright or patent only by the SCAO.
- 9.02 All written or visual Work Product produced under this Agreement with funds provided by the grant from the SCAO shall belong to and will be owned by the SCAO and the SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.
- 9.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product that is not Confidential or Proprietary Information as defined in this Agreement if the Work Product enters the public domain. However, the Grantee shall not publish or distribute any Work Product relating to the services provided under this Agreement without the prior written permission of the SCAO.
- 9.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of the Grantee's property, materials and/or Work Product.
- 9.05 Any training or training materials that the Grantee develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## **10. PUBLICATION RIGHTS**

- 10.01 The Grantee shall give proper recognition to the Michigan Department of Health and Human Services (the "MDHHS"), the State Court Administrative Office (the "SCAO"), and the Department of Justice (the "DOJ"), in any and all publications, papers, and presentations arising from the program herein by placing the following disclaimer on any and all publications, papers, and presentations:

*"This project was supported by the Title II Juvenile Justice and Delinquency Prevention Grant (Award # 15PJDP21GG04715TITL) awarded by the Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention, and administered through the Michigan Department of Health and Human Services (MDHHS) and State Court Administrative Office (SCAO). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ, MDHHS, or SCAO."*

- 10.02 The MDHHS and the SCAO shall, in return, give recognition to the Grantee when applicable. The copyright will not include service recipient information or personal identification data, which is considered Confidential Information. Any copyrighted materials or modifications bearing the acknowledgment of the SCAO and/or MDHHS name must be approved by the SCAO and MDHHS prior to reproduction and use of such materials.

## **11. WRITTEN DISCLOSURE**

- 11.01 The Grantee shall promptly disclose in writing to the SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement. Further, upon the SCAO's request, the Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.
- 11.02 The Grantee warrants that as of the time of this Agreement, there are no such Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's Inventions, Patented and/or Copyrighted Materials.
- 11.03 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement.

## **12. INSURANCE**

The Grantee is self-insured/has procured insurance in an amount sufficient to cover all claims related to the Grantee's Service and as required by law.

## **13. PERFORMANCE MEASUREMENT DATA AND REPORTING**

- 13.01 **Reporting of Performance Measurement Data.** The Grantee agrees to timely provide all applicable performance measurement data, as requested by the SCAO, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements with the MDHHS and the DOJ.
- 13.02 **Delinquency Notice.** When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days

past due, the Grantee's funding award may be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 36 (Delivery of Notice) of this Agreement.

#### **14. PAYMENT PROCESSING**

The Grantee must submit all payment requests along with all required reports, records, and source documentation before payment remittance. Payment requests must be timely submitted to ensure that the SCAO can request reimbursement from the MDHHS within the required reimbursement period. If the Grantee timely provides the required support for payment, the Grantee will be paid within 30 calendar days after submission. The Grantee must register through SIGMA, the online vendor system, to receive reimbursement payments via electronic funds transfer or direct deposit. To register under SIGMA, go to the Department of Technology, Management, and Budget's [website](#) and follow the registration instructions.

- 14.01 The Grantee shall make reasonable efforts to bill and collect first- and third-party fees, where applicable, and report them as outlined above in Section 13 (Performance Measurement Data and Reporting Requirements). The Grantee will not be reimbursed for any items for which Grantee fails to bill and/or fails to attempt to collect.
- 14.02 The Grantee agrees to lawfully use the grant funds for the purposes and under the conditions specified in this Agreement.
- 14.03 Only Program Services and Allowable Expenses detailed in the approved budget incurred during the grant period are eligible for reimbursement. Allowable Expenses incurred that are not detailed in the approved budget or are incurred outside the grant period will not be reimbursed. Costs cannot exceed the approved grant award.

This Agreement anticipates no Program Income but if there is Program Income, all Program Income must be reported to the SCAO. Reimbursement for Travel Expenses cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense. If a court does not have a defined travel policy, the state Judiciary's travel policy shall apply. Any unobligated balance of funds held by the Grantee at the end of the Agreement period must be returned to the SCAO.

- 14.04 To ensure that expenditures are proper and follow the terms and conditions of (a) the federal grant award and (b) approved project budgets, the Grantee's annual and final fiscal reports and vouchers requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Grantee. The Grantee must certify that to the best of its knowledge reports are true, complete,



and accurate, and the expenditures, disbursements, and cash receipts are for the purposes set forth in the federal award's terms and conditions and have been incurred by the Grantee's program or court. The Grantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Grantee to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- 14.05 The Grantee must promptly refer to the SCAO any credible evidence that a principal, employee, agent, Contractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Any such reports will follow Section 36 (Delivery of Notice) reporting requirements.
- 14.06 If the Grantee currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Grantee must promptly notify the SCAO per the Section 36 (Delivery of Notice) of the potential duplication, and, if so requested by the SCAO, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.
- 14.07 The Grantee understands and acknowledges that this is a reimbursement-based grant. The Grantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.
- 14.08 The Grantee's Allowable Expenses are eligible for reimbursement only if the Grantee incurred the Allowable Expenses during this Agreement's effective period. The Grantee's Allowable Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are Allowable Expenses—and eligible for reimbursement—only if the item can reasonably be consumed (and the Grantee incurred the Expense) during this Agreement's effective period.
- 14.09 The Grantee's Allowable Expenses are eligible for reimbursement only if they are included on the Allowable Expense list, reasonable and necessary (as determined solely by the SCAO), and on the approved budget.

- 14.10 By signing this Agreement, the Grantee certifies that any funds awarded through this Status Offense Diversion Project Grant will be used to supplement existing funds for program activities and will not supplant nonfederal funds that have been appropriated for the purpose of providing the Services under this Agreement. The Grantee understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
- 14.11 The Grantee's Allowable Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, state or federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.
- 14.12 The Grantee's Allowable Expenses are eligible for reimbursement only if the Grantee timely complies with the grant reporting requirements in Attachment 1 and Section 13 (Performance Measurement Data and Reporting Requirements) of this Agreement.
- 14.13 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. Grant funds may not be comingled in an account with funds from any other source.
- 14.14 By executing this Agreement, the Grantee's Authorizing Official or designee certifies that he or she has successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. If the Authorizing Official or designee changes during the period of performance, the new Authorizing Official or designee must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated information in WebGrants with the SCAO. A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings

that satisfy this condition include a session on grant fraud prevention and detection.

## **15. EMPLOYEE TIME CERTIFICATION**

15.01 Personnel and Fringe costs must be included in the approved budget and supported with time records from a reliable accounting or timekeeping system.

15.02 The Grantee shall notify the SCAO immediately as set forth in Section 36 of this Agreement when a grant-funded employee (including employees of Contractors):

- becomes disabled or deceased while assigned to a grant-funded position;
- is removed or reassigned from a grant-funded position;
- is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 calendar days by another employee); or
- becomes debarred or suspended from receiving or working with federal funds, as determined by SAM.gov.

## **16. RECORD MAINTENANCE/RETENTION**

The Grantee agrees to maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required by the SCAO and under the federal retention and access requirements in 2 C.F.R. 200.334. The Grantee must ensure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than seven years from the date of grant closure or until any pending litigation and/or audit findings have been resolved. All record retention guidelines set by the SCAO and/or Grantee must be adhered to if they require additional years beyond retention guidelines stated herein.

## **17. AUTHORIZED ACCESS**

The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the SCAO, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records and documentation related to this Agreement, as authorized by law. The SCAO and/or an outside team hired by either, may conduct on-site monitoring visit(s), evaluations and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, (including Contractors), if requested. The Grantee shall work cooperatively with the monitoring, audit and/or evaluation team to permit full review of the program.

## **18. MEDICAL INFORMATION**

The parties do not expect that medical and treatment information will be obtained, shared or used in this Agreement. However, to the extent that it is, both the SCAO and the Grantee shall ensure that medical services to, and information contained in the medical records of, persons served under this Agreement or other such recorded information required to be kept confidential as required by law, in connection with the Services provided under this Agreement, 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 otherwise be required by law. Such information may be disclosed in summary, statistical, or other form if the disclosure does not directly or indirectly identify particular individuals. This section survives termination or expiration of this Agreement.

## **19. CONFIDENTIAL INFORMATION**

19.01 For the Grantee to effectively provide fulfillment of this Agreement to the SCAO, the Grantee may be the recipient of the SCAO or other third party Confidential or Proprietary Information for purposes of this Agreement to the Grantee. The Grantee (a) confirms that it has written procedures in place to respond to an actual or imminent breach of Confidential Information, which includes PII; and (b) agrees to follow all Michigan and federal confidentiality laws, including but not limited to, 34 U.S.C. 10231, 28 C.F.R. Part 22, MCL 722.828, *et seq.* and MCL 333.7411, *et seq.*, that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 and limit access of Confidential or Proprietary Information to those of its employees who have a need for such access and such employees are bound to the Confidentiality provisions in this Agreement. The Grantee shall not disclose such Confidential or Proprietary Information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order.

19.02 The Grantee may not disclose any Confidential or Proprietary Information to any third party obtained during any term of the Agreement, including but not limited to by issuing press releases, making public statements about or sharing any of the terms of this Agreement with any third party without doing all of the following: 1) disclosing to the SCAO the complete content of the intended communication; 2) obtaining the SCAO's written consent; and 3) obligating the third party to abide by the terms of the Confidentiality provisions in this Agreement, including obtaining a written agreement if requested by the SCAO.

19.03 The Grantee must notify the SCAO within 24 hours after discovering any

unauthorized use or disclosure of Confidential Information. The Grantee must cooperate with the SCAO to regain possession of Confidential Information, to prevent further unauthorized use or disclosure of Confidential Information, and to notify any appropriate person of the unauthorized use or disclosure of Confidential Information. The Grantee must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, the Grantee must advise the SCAO immediately in the event the Grantee learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and the Grantee will cooperate with the SCAO in seeking injunctive or other equitable relief against any such person.

- 19.04 If disclosure of Confidential or Proprietary Information is required by law or court order, the Grantee must notify the SCAO within five (5) business days in the manner set forth in Section 36 (Delivery of Notice) of this Agreement before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.
- 19.05 Unless disallowed by state or federal law, Confidential Information that the Grantee creates under this Agreement will remain in the possession of the Grantee upon termination of this Agreement.
- 19.06 Grantee will follow Michigan law, including but not limited to MCL 722.828, *et seq.* of the Juvenile Diversion Act. If applicable law requires the destruction of a juvenile diversionary record, the Court must still fulfill its reporting obligations (*see* Section 13 and Attachment 1) before the statutorily required destruction date, as required by the federal grant's requirements.
- 19.07 Except when Michigan law or a Court Rule dictates otherwise, or Section 19.05 applies, the Grantee agrees to return all other Confidential Information received from the SCAO under this Agreement immediately upon the termination of this Agreement and permanently delete any electronic copies of any Confidential Information received from the SCAO and stored by Grantee within five (5) calendar days after the conclusion of this Agreement. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.
- 19.08 **Health Insurance Portability and Accountability Act.** To the extent that this Act applies to this Agreement, each party assures its compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:
  - None of the parties will unlawfully share or disclose any protected health data and information provided by the other parties that falls within HIPAA

requirements except to a Contractor, as appropriate under this Agreement.

- All parties must only use the protected health data and information for the purposes of this Agreement.
- All parties must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by their employees.
- All parties must have a policy and procedure to report the unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which it becomes aware. Each party will work with the other party to mitigate any breach. Each party will take corrective action to prevent further unauthorized uses or disclosures.
- Failure to comply with any of these contractual requirements may result in the termination of this agreement.
- In accordance with HIPAA requirements, any party negligent in carrying out its responsibilities is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information covered by this agreement.
- If Grantee performs services or otherwise acts as a business associate of the SCAO, as that term is defined in 45 C.F.R. § 160.103, the SCAO agrees to execute a Business Associate Agreement with the Grantee.

19.09 Section 19 of this Agreement survives termination or expiration of this Agreement.

## **20. AUDITS**

20.01 Any Grantee that expends \$1,000,000 or more in federal awards must follow all federal audit requirements in accordance with the Single Audit Act as amended, 31 USC Section 7501 *et seq.*, the audit requirements found in 2 CFR 200.501, and the Uniform Administrative Requirements in 2 CFR Part 200.

20.02 Grantees that expend less than \$1,000,000 in federal awards during their fiscal year must submit audited financial statements to the SCAO within nine months after the end of the Grantee's fiscal year.

- **Due Date and Submission Information.** The required audited financial

statement and any other required submissions must be timely submitted. Unless the audit submission has been uploaded to the Michigan Department of Treasury website, the submissions must also be submitted to the SCAO within nine months after the end of the Grantee's fiscal year to:

Michigan Supreme Court Finance Department  
925 W. Ottawa Street  
Lansing, Michigan 48909-0634

20.03 **Other Audits.** The SCAO or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

20.04 **Other Requirements.** To the extent that additional requirements are adopted by law during the terms of this Agreement that impact the Agreement's terms, the Grantee agrees to abide by them, including the Grantee's requirement to disclose to the SCAO and the Office of Justice Programs if the Grantee is, or has been, designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this Agreement.

## **21. CONTRACTOR MONITORING; SUBRECIPIENTS PROHIBITED**

21.01 The SCAO prohibits Grantees from subcontracting with any subrecipients as defined in 2 CFR 200.331.

21.02 The Grantee is solely responsible for monitoring its Contractors and will submit copies of all executed subcontracts from Contractors through WebGrants within 60 calendar days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed Contractor shall have its own subcontract signed by the Grantee and an employee of the Contractor agency that is authorized to enter into legally binding contracts for the entity receiving funds. Failure to submit these documents to the SCAO within 60 calendar days may result in withholding future payment or other penalties, as determined by the SCAO.

21.03 Before any Services are rendered by any Contractor, the Grantee must obtain a written subcontract executed by all affected Parties.

21.04 The Grantee's subcontracts with Contractors shall require the Contractors to comply with all applicable terms of this Agreement. The Grantee shall provide all Contractors with a copy of this Agreement. The Grantee cannot require any Contractor, or any Grantee employee, to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative

or law enforcement representative of a federal department or agency authorized to receive such information, under this Agreement.

21.05 In the event of a conflict between provisions in this Agreement and Contractor's subcontract provisions, this Agreement shall prevail, and this term shall be included by the Grantee in all Contractor subcontracts. A conflict between this Agreement and the Contractor's subcontract, however, shall not be deemed to exist where the subcontract requires the Contractor to perform Services in less time than this Agreement affords the Grantee. The Grantee is solely responsible to the SCAO for any and all subcontracted Services and for any breaches caused by Contractors.

## **22. SOFTWARE COMPLIANCE**

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

## **23. NOTIFICATION OF CRIMINAL OR ADMINISTRATIVE INVESTIGATIONS**

If the Grantee becomes aware of a civil, criminal, or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Grantee shall immediately notify the SCAO that of the investigation or charge in accordance with the notice provisions in Section 36 (Delivery of Notice) of this Agreement.

## **24. SUSPENSION OR TERMINATION OF AGREEMENT**

24.01 **Termination for Cause.** In addition to the other provisions set forth in Section 24, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Agreement for cause, without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.
- B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- C. If the Grantee submits false certification or falsifies any other report or document required hereunder, as prohibited by law.



- D. If the Grantee is charged with or convicted of any activity referenced in Section 23 (Notification of Criminal or Administrative Investigations) of this Agreement during the term of this Agreement or any extension thereof.
- E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.
- F. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
- G. If any report from Section 13 (Performance Measurement Data and Reporting Requirements) is at least 45 days late.

24.02 **Termination for Convenience.** Upon ten (10) days prior written notice, provided in accordance with the notice provisions in Section 36, either party has the right to terminate this Agreement with or without cause subject to the conditions below. If this Agreement is terminated for convenience, the SCAO will make payments to the Grantee for accrued and reimbursable Allowable Expenses that were not covered by previous payments or other state or federal programs, only if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any unauthorized funds for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures

24.03 If the SCAO terminates this Agreement under Section 23 (Notification of Criminal or Administrative Investigations), with the exception of termination stated in Section 24.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with the SCAO that the Grantee has corrected the issues.

## 25. **FINAL REPORTING UPON TERMINATION**

If the Grantee seeks this Agreement's termination, the Grantee acknowledges and understands that no termination is effective until the Grantee fulfills all the grant reporting requirements under **Attachment 1**, as required by the grant's terms and as otherwise directed by the SCAO. No Grantee termination is effective until Grantee has met all grant reporting requirements, as determined by the SCAO's sole discretion.

## 26. **SEVERABILITY**

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

**27. LIABILITY**

- 27.01 The Grantee is responsible for Liabilities and Program Expenses that result from the Grantee's performance or nonperformance under this Agreement.
- 27.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any Liabilities or Expenses that could interfere with performance under this Agreement.
- 27.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.
- 27.04 If Grantee contracts with a Contractor to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the Contractor to indemnify the SCAO and the Michigan Supreme Court ("MSC"), including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the Contractor under such contract. Any Contractor who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement.
- 27.05 Nothing in Section 27 shall be deemed to waive governmental immunity provided by law.

**28. MICHIGAN LAW**

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Venue is proper in the Michigan Court of Claims.

**29. DEBT TO STATE OF MICHIGAN**

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.

**30. DISPUTES**

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 Agreement within 10 business days of discovery of the alleged breach in accordance with the notice provisions in Section 36 (Delivery of Notice) of this Agreement.

**31. CONFLICT OF INTEREST**

The Grantee certifies that 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 Agreement.

### **32. COMPLIANCE WITH APPLICABLE LAWS AND AGREEMENTS**

The Grantee will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements such as Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, *et seq.*, covering cost principles, grant/Agreement principles, and audits in carrying out the terms of this Agreement, as well as the terms of the Agreement between the MDHHS and the SCAO Interagency Agreement (IA)). The SCAO shall supply the Grantee with a copy of the IA upon request.

### **33. AMENDMENTS**

33.01 Except as provided in Section 26 (Severability), the parties may amend this Agreement only in writing signed by both parties.

33.02 The SCAO and the Grantee must submit any requested amendments, including but not limited to changes in project scope or population served, budget revisions, changes in key personnel or contact information as described in subsection 33.03, as outlined in Section 36 (Delivery of Notice). An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment.

33.03 The SCAO and the Grantee must notify the other party of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers ("Grantee Contact Information"), changes in project scope or population served, or any revisions to the approved budget by submitting a request for a contract amendment detailing the nature of the change as outlined in the Section 36 (Delivery of Notice). All such changes must be approved by the SCAO before that change is effective.

### **34. ENTIRE AGREEMENT**

There are no written or oral agreements to this Agreement apart from the following attachments, which are fully incorporated into this Agreement, and represent the entire agreement between the parties:

- A. Reporting requirements (*see* Attachment 1).

- B. The SCAO Grant Assurances (in WebGrants).
- C. Allowable/disallowable expense list (in WebGrants).
- D. The notice of funding and approved application is incorporated by reference.
- E. Approved grant budget (in WebGrants).

**35. PROGRAM REVIEW SITE VISIT**

The SCAO may review the Grantee's performance onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

**36. DELIVERY OF NOTICE**

36.01 Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in two forms to all of the individuals listed below: (1) by electronic mail; and (2) and via WebGrants:

36.02 The Grantee's contact person is

Deborah Shaw,  
Juvenile Court Administrator/Grant Manager  
204 S. Highlander Way  
Howell, MI 48843  
[dshaw@livgov.com](mailto:dshaw@livgov.com)

and

Heather McCray-Germain  
Curt Financial Officer  
204 S. Highlander Way  
Howell, MI 48843  
[hgermain@livgov.com](mailto:hgermain@livgov.com)

36.03 The SCAO's contacts are:

Tanya Morrow  
State Court Administrative Office Michigan Hall of Justice  
P.O. Box 30048  
Lansing, MI 48909  
[morrowt@courts.mi.gov](mailto:morrowt@courts.mi.gov)

and

Chris Stickney, Grant Officer  
State Court Administrative Office Michigan Hall of Justice  
P.O. Box 30048  
Lansing, MI 48909  
[grants@courts.mi.gov](mailto:grants@courts.mi.gov)

### 37. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees

- A. To comply with all federal and state nondiscrimination laws and regulations, as may be amended from time to time, including 28 C.F.R. Parts 38, 42, and 54.
- B. Not to participate directly or indirectly in any discrimination prohibited by any federal nondiscrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 herein.
- C. To comply with all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. As part of this guarantee, Grantee acknowledges and understands that it must notify its employees in writing of employee rights and remedies under 41 U.S.C. 4712.
- D. To allow the SCAO to monitor Grantee's compliance with applicable federal civil rights laws and nondiscrimination provisions, including but not limited to, permitting access to its books, records, accounts, other sources of information, and its facilities as required by the OJJDP and the SCAO.
- E. To participate in the *Office for Civil Rights: Training for Grantees*—which is [here](#)—and to follow all applicable civil rights laws related to this grant award's requirements.
- F. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the OJJDP and the SCAO will have the right to impose such Agreement sanctions as it determine are appropriate, including but not limited to withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

**38. GRANTEE’S AUTHORIZING OFFICIAL**

38.01 The Grantee’s “Authorizing Official” is the individual who signs this Agreement. The “Authorizing Official” is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee’s Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.

38.02 Only one person may sign this Agreement as the Grantee’s Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee’s local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official’s signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

- The remainder of this page is intentionally left blank.

**SIGNATURES OF PARTIES**  
**STATUS OFFENSE DIVERSION PROJECT GRANT PROGRAM**  
**CONTRACT NUMBER: xxxxxxxx**

**39. SIGNATURE OF PARTIES**

39.01 This Agreement is not effective unless signed by both Parties.

39.02 The signatures on this Agreement are electronic through the DocuSign system.

39.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.

Contract is ready for Grantee's Authorizing Official's signature.

39.04 The DocuSign system requires an agent of the SCAO to send this Agreement to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Deputy State Court Administrator for signature.

Contract is ready for the SCAO's Authorizing Official's signature.

**Circuit Court**

**State Court Administrative Office**

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Authorizing Official's Signature  
Jay Drick  
Chairman, Livingston County Board  
of Commisioners

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Elizabeth Rios – Jones  
Deputy State Court Administrator

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Date Signed

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Date Signed

<b>EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEO)</b>
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Attachment 1

**STATUS OFFENSE DIVERSION PROJECT GRANT (SOD GRANT) FY  
2025 REPORTING REQUIREMENTS  
October 1, 2024, through September 30, 2025**

<b>PROGRAM REPORT DUE DATES</b>	
July 15, 2025	Courts will be reporting on progress made during <b>April 1, 2025, through June 30, 2025.</b>
October 10, 2025	Courts will be reporting on progress made during <b>July 1, 2025, through September 30, 2025.</b>
January 15, 2026	Courts will be reporting on progress made during <b>October 1, 2025, through December 31, 2025.</b>
April 15, 2026	Courts will be reporting on progress made during <b>January 1, 2026, through March 31, 2026.</b>
July 15, 2026	Courts will be reporting on progress made during <b>April 1, 2026, through June 30, 2026.</b>
October 10, 2026	Courts will be reporting on progress made during <b>July 1, 2026, through September 30, 2026 (Final Reporting Period)</b>

<b>FINANCIAL CLAIM REPORTS DUE DATES</b>	
July 10, 2025	Courts will be reporting on expenditures from <b>April 1, 2025, through June 30, 2025.</b>
October 10, 2025*	Courts will be reporting on expenditures from <b>July 1, 2025, through September 30, 2025.</b>
January 10, 2026	Courts will be reporting on expenditures from <b>October 1, 2025, through December 31, 2025.</b>
April 10, 2026	Courts will be reporting on expenditures from <b>January 1, 2026, through March 31, 2026.</b>
July 15, 2026	Courts will be reporting on expenditures from <b>April 1, 2026, through June 30, 2026.</b>
October 10, 2025	Courts will be reporting on expenditures from <b>July 1, 2026, through September 30, 2026.</b>

<b>OFFICE OF CIVIL RIGHTS CERTIFICATION DUE DATE</b>	
January 10, 2025	Courts will be reporting that personnel and all subrecipients completed the Office of Civil Rights training.



January 10, 2025	Courts will report on their EEOP plan and/or submit their certification pursuant to 28 CFR 42.301 <i>et seq.</i>
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\*When the due date of the fourth-quarter claim is on a weekend, the new due date will be the Thursday before that weekend.