

**Michigan Supreme Court
State Court Administrative Office
Michigan Mental Health Court Grant Program
Fiscal Year 2020 Contract**

Grantee Name: 15th District Court — Adult Mental Health Court
Unique Identifier: U20010
Federal ID Number: 38-6004534
Contract Number: 17953
Grant Amount: \$172,900

1. Parties

1.01 This contract is between the State Court Administrative Office (SCAO) and the 15th District Court — Adult Mental Health Court (Grantee).

2. Amount and Grant Program

2.01 The SCAO will reimburse the Grantee up to **\$172,900** for the Grantee's expenses under this contract.

2.02 The grant funding is from the Michigan Mental Health Court Grant Program.

3. Duration

3.01 This contract begins on October 1, 2019, and ends on September 30, 2020, at 11:59 p.m.

4. Terms

4.01 This contract contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment A),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on expenses, and
- E. Approved grant budget.

5. "Grantee's Agents" Defined

5.01 The Grantee may partner with other parties to assist with contract performance. In this contract, the term "Grantee's agents" will refer to the Grantee's employees, contractors, subcontractors, vendors, and subrecipients.

6. Relationship and Duties

6.01 The Grantee and Grantee's agents are not SCAO employees.

6.02 The Grantee and Grantee's agents are not eligible for any employer-employee benefits from the SCAO. This includes retirement benefits, pensions, insurance, fringe benefits, workers compensation, training, holiday pay, sick pay, vacation pay, and other benefits that can arise out of an employer-employee relationship.

6.03 The Grantee is responsible for workers compensation and other employee benefits for services performed under this contract.

6.04 The Grantee and Grantee's agents may not enter into contracts for the SCAO.

6.05 The Grantee will pay all taxes regarding activities under this contract.

6.06 Except for the grant amount, the SCAO and the Michigan Supreme Court have no financial obligation to the Grantee.

6.07 The Grantee agrees to comply with all of the contract terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. Reimbursement and Budget

7.01 This is a reimbursement-based grant.

7.02 The Grantee's expenses are eligible for reimbursement only after the Grantee has paid the expense.

7.03 The Grantee's expenses are eligible for reimbursement only if the Grantee incurred the expense during the time period that this contract is effective. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this contract is effective.

7.04 The Grantee's expenses are eligible for reimbursement only if included on the allowable expense list and the approved budget.

7.05 The Grantee's expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options. Examples of potential other funding options include local court or county funding, federal funding, participant fees, and partnerships with nonprofit organizations. If the Grantee has other available funding options but relies on the grant funding under this contract first, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.06 Reimbursements for travel expenses (such as mileage) may not exceed the lesser of the Grantee's travel rates or the State of Michigan travel rates.

7.07 The Grantee may request to amend the grant budget by submitting a Contract Amendment in WebGrants. The SCAO must approve any request to amend the grant budget.

7.08 The Grantee must request expense reimbursement four times per year (see Attachment A). The request to reimburse each expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of services provided, the date of the expense, the amount requested, and proof that the Grantee has paid the expense. The grant will not reimburse flat fees.

7.09 The SCAO will reimburse expenses upon their approval of all or part of the Grantee's reimbursement request.

7.10 The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's [website](#).

8. Religious Programming

8.01 The Grantee will not spend grant funds on a program that has a religious component. Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. Assignment

9.01 The Grantee may not assign any portion of this contract unless the SCAO agrees in writing.

10. Procurement Contracts and Subcontracts

10.01 The Grantee may enter into procurement contracts and subcontracts for activities under this grant.

10.02 The Grantee must provide the SCAO with copies of any procurement contracts and subcontracts if the SCAO requests them.

10.03 In any procurement contract or subcontract, the Grantee must include all terms from this contract.

11. Confidential Information

11.01 All medical and treatment information of participants served under this contract is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

- A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code. The Grantee is liable for the unauthorized use or disclosure of protected information. This includes data and information that the SCAO provides to the Grantee.
- B. The Grantee must include in any procurement contract and subcontract that the Grantee's agents must not share protected information. This includes data and information that the SCAO provides to the Grantee.
- C. The Grantee must have written policies and procedures about using and disclosing protected information. The policies and procedures must include that the Grantee restricts their employees' access to protected information.
- D. The Grantee must have a policy to report to the SCAO unauthorized use or disclosure of protected information.

11.03 During contract performance, the Grantee and Grantee's agents might learn information about the SCAO and the SCAO's activities. This information is confidential, and the Grantee and Grantee's agents may not disclose this information unless the SCAO agrees in writing. If law or court order requires disclosure, before the Grantee or any of the Grantee's agents disclose the information, the Grantee must notify the SCAO of the disclosure and the SCAO will have a reasonable opportunity to respond. The Grantee agrees to keep this information confidential after this contract ends.

12. Rights to Work Product, Inventions, and Improvements

12.01 All work product prepared by the Grantee or Grantee's agents belongs to the SCAO, and the SCAO can obtain original versions of the work product.

12.02 The SCAO has the exclusive right to copyright, patent, publish, and distribute all work products prepared by the Grantee or Grantee's agents.

12.03 The Grantee must disclose in writing to the SCAO all inventions and improvements developed by the Grantee or Grantee's agents. The Grantee's disclosure must include the features that are new or different. Any invention or improvement belongs to the SCAO.

12.04 The Grantee and Grantee's agents have not developed any inventions or improvements before entering into this contract.

13. Insurance

13.01 The Grantee must have insurance or an amount set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' activities under this contract.

14. Liability

14.01 The Grantee is responsible for liabilities and expenses that result from the Grantee's performance or nonperformance under this contract. This subsection does not waive governmental immunity.

14.02 The Grantee warrants that, before entering into this contract, it is not subject to any liabilities or expenses that could interfere with contract performance.

14.03 The SCAO is not responsible for liabilities and expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

15. Financial Records, Retention, and Inspection

15.01 The Grantee agrees that all expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that is separate from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this contract for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the Michigan Supreme Court, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may audit and copy the Grantee's grant financial records.

16. Grant Reporting

16.01 The Grantee agrees to follow the grant reporting requirements in Attachment A.

16.02 If a report from Attachment A is 30 days late, the SCAO will send a notice to the Grantee that it has 15 days to submit the report.

16.03 The Grantee agrees to enter data into the Drug Court Case Management Information System for each person the Grantee has screened for or accepted into the program.

17. Suspension, Termination, and Reduction

17.01 Either party may suspend or terminate this contract without cause by notifying the other party in writing. The notice must include the effective date of the suspension or termination and be given at least 15 days before the effective date.

17.02 The SCAO may immediately suspend or terminate this contract if funding is unavailable.

17.03 The SCAO may immediately suspend or terminate this contract if the SCAO determines that the Grantee is not certified.

17.04 The SCAO may immediately suspend or terminate this contract if the SCAO determines that the Grantee is not making sufficient progress toward project goals.

17.05 The SCAO may immediately suspend or terminate this contract if the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

17.06 The SCAO may immediately suspend or terminate this contract if any report from section 16 is at least 45 days late.

17.07 The SCAO may immediately suspend or terminate this contract if the Grantee or any of the Grantee's agents are charged with a criminal offense.

17.08 If the SCAO terminates this contract under 17.05, 17.06, or 17.07, the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing that they have corrected the issues.

17.09 The SCAO may reduce the Grantee's grant amount at any time if the SCAO determines that the Grantee is not reasonably likely to fully expend the grant funds by the time this contract ends.

18. Compliance with Laws

18.01 The Grantee must comply with all federal, state, and local laws.

19. Michigan Law

19.01 Michigan law governs this contract.

20. Conflict of Interest

20.01 The Grantee has no personal or financial interest that conflicts with contract performance.

21. Debt to State of Michigan

21.01 The Grantee does not owe money to the State of Michigan or its agencies.

22. Contract Dispute

22.01 If the Grantee intends to sue the SCAO for breach of contract, the Grantee must notify the SCAO in writing within seven days of the alleged breach. The notice must include the contract terms that the Grantee alleges the SCAO breached and details about the alleged breach.

22.02 The SCAO and the Grantee agree that they will first attempt to resolve a dispute through mediation. The SCAO and the Grantee must mutually agree to a mediator.

22.03 If the SCAO and the Grantee cannot resolve a dispute through mediation, the parties agree that they may sue under this contract in any Michigan court except the following:

- A. Any court in the county where the Grantee is located;
- B. If the Grantee is a regional program, any court in the counties that are part of the regional program;
- C. Any court in the counties where the Grantee has accepted participants, including transfer cases; and
- D. Any court in the counties where the Grantee's court shares a district or circuit court.

23. Certification

23.01 Under Michigan law, the SCAO must certify the Grantee in order for the Grantee to begin or to continue to operate a drug court, sobriety court, hybrid drug/sobriety court, family dependency treatment court, veterans treatment court, or mental health court. If the Grantee is not certified, the Grantee may not perform any of the functions of that program type and is not eligible to receive grant funding under the law and under this contract.

24. Program Review and Certification Site Visit

24.01 The SCAO may review the Grantee 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.

25. Amendment

25.01 The parties may amend this contract only with a writing signed by both parties.

25.02 The Grantee may request to amend the grant budget and grant application in WebGrants. The SCAO must approve requests to amend the grant budget and grant application.

26. Contact Person

26.01 The Grantee's contact person is:

Karen Finney
15th District Court
301 E. Huron St.
Ann Arbor, MI 48107
Kfinney@a2gov.org

26.02 The SCAO's contact person is:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
SmithA@courts.mi.gov

27. Signature of Parties

27.01 This contract is not effective unless signed by both parties.

28. Grantee's Authorizing Official

28.01 The Grantee's "Authorizing Official" is the individual who signs this contract. The Authorizing Official must be a person who is authorized to enter into a binding contract for the Grantee. ***The Authorizing Official may not be a judge or other state employee.*** The Authorizing Official might be from the Executive or Legislative Branch of the Grantee — for example, the Authorizing Official might be the County Administrator, Chairman of the Board of Commissioners, Court Administrator, City Manager, Legal Counsel, Finance Director, or Mayor.

28.02 Only one person may sign this contract 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 contract represents the mutual agreement and acceptance of this contract by all persons who are authorized to enter into binding contracts for the Grantee.

29. Electronic Signatures and DocuSign Review Process

29.01 The signatures on this contract are electronic through the DocuSign system.

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

29.03 The DocuSign system requires an agent of the SCAO to send this contract to the SCAO's Chief Operating Officer for the Chief Operating Officer's review and signature. Selecting the dropdown below confirms that the contract can be sent to the SCAO's Chief Operating Officer for signature.

**15th District Court
Adult Mental Health Court**

State Court Administrative Office

Authorizing Official's Signature

Chief Operating Officer's Signature

Authorizing Official's Name

Chief Operating Officer's Name

Authorizing Official's Title

Date Signed by Authorizing Official

Date Signed by Chief Operating Officer

SEE INSERTED SIGNATURE PAGE

CITY OF ANN ARBOR:

By: _____
Christopher Taylor (Date)
Mayor

By: _____
Jacqueline Beaudry (Date)
City Clerk

APPROVED AS TO FORM & CONTENT:

By: _____
Stephen K. Postema (Date)
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Howard S. Lazarus (Date)
City Administrator

By: _____
Joseph F. Burke (Date)
Chief Judge
15th Judicial District Court

ATTACHMENT A
MICHIGAN MENTAL HEALTH COURT GRANT PROGRAM
FY 2020 REPORTING REQUIREMENTS
October 1, 2019, through September 30, 2020

| DCCMIS DATA EXCEPTION REPORT | |
|-------------------------------------|--|
| DUE DATE | NOTE |
| February 15, 2020 | Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2019, through December 31, 2019. |
| May 15, 2020 | Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2020, through March 31, 2020. |
| August 15, 2020 | Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2020, through June 30, 2020. |
| November 15, 2020 | Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2020, through September 30, 2020. |

| DCCMIS USER AUDIT | |
|--------------------------|--|
| DUE DATE | NOTE |
| January 31, 2020 | Courts will be confirming user access to DCCMIS. |

| CLAIMS REPORTS | |
|-------------------------|--|
| DUE DATE | NOTE |
| January 10, 2020 | Courts will be reporting on expenditures from October 1, 2019, through December 31, 2019. |
| April 10, 2020 | Courts will be reporting on expenditures from January 1, 2020, through March 31, 2020. |
| July 10, 2020 | Courts will be reporting expenditures from April 1, 2020, through June 30, 2020. |
| October 10, 2020 | Courts will be reporting expenditures from July 1, 2020, through September 30, 2020. |

| PROGRESS | |
|--|---|
| DUE DATE | NOTE |
| October 30, 2020 Year-End Report | Courts will be reporting on progress made during the grant period – October 1, 2019, through September 30, 2020. |