

STATE COURT ADMINISTRATIVE OFFICE  
VIRTUAL BACKLOG RESPONSE DOCKET GRANT

**Subcontract Agreement**

**Between**

**SCAO**

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

**and**

**GRANTEE**

**Federal I.D. Number: 38-6004849**

**Contract Number:** SCAO-2023-066

**Grant Amount:** **\$593,301.00**

**SCAO Unique Identifier:** VDSYNPTW91M7

**Project Title:** Virtual Backlog Response Docket

**Unique Entity Identifier (UEI):** XD5HMHXNBWX69

**Federal Agency Name:** U.S. Treasury

**Federal Award Identification Number:** SLFRP0127

**CFDA #:** 21.027

**1. DEFINITIONS GOVERNING AGREEMENT**

The definitions below govern the terms used in this Agreement yes.

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 “VBRD” refers to the Virtual Backlog Response Docket Grant which is the subject of this Agreement.

1.03 The term “Authorizing Official” means the individual, named by the application organization, who is authorized to act for the Grantee and to assume the Grantee’s obligation imposed by laws, regulations, requirements, and conditions that apply to grant awards.

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 SCAO or any of its vendors, 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. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.05 The term “Effective Date” means the date upon which this Agreement becomes effective, which is the date the Agreement is signed by both Parties. If the Parties do not sign the Agreement on the same date, the latest specified date will become the Agreement’s effective date.

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.

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. The Grantee is a subrecipient of the VBRD.

1.09 The term “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 agents jointly with the SCAO while engaged in Services under this Agreement.

1.10 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.

1.11 The term “Parties” includes the SCAO, Grantee, and all of their employees.

1.12 The term “Program Expenses” means all 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.

1.13 The term “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 “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.

1.15 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 SCAO before they are incurred. Travel expenses may not exceed the state rate or your local rate, whichever is the lesser expense.

1.16 The term “Work Product” refers to reports, programs, manuals, tapes and videos 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.

1.17 The term “Subaward” is defined in 2 CFR § 200.92 as an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

## **2. PERIOD OF AGREEMENT**

2.01 This Agreement shall commence upon the Effective Date, and terminate on March 31, 2024, unless an exception is explicitly granted by the SCAO.

## **3. AGREEMENT AMOUNT AND BUDGET**

3.01 This Agreement incorporates the Grantee’s approved grant application request and most recently approved budget. Budget deviations that exceed the Grant Amount are not permitted. The SCAO agrees to provide funding in an amount not to exceed the Grant Amount, conditioned entirely upon the SCAO’s actual receipt of the award. To the extent that Grant Amount is reduced or eliminated, 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**

4.01 The SCAO is responsible to evaluate risk of Grantee’s noncompliance with federal statutes, regulations, and terms, 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 agent of the Grantee is 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**

6.01 The Grantee (and all agents and 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. The SAM website is <https://sam.gov/content/home>. The direct hyperlink for SAM.gov registration is <https://sam.gov/content/entity-registration>.

## **7. CHANGE IN GRANTEE CONTACT**

7.01 The Grantee must submit a contract amendment to the SCAO, notifying the SCAO 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.

## **8. USE OF FUNDING**

8.01 The funds being used for this project are the State and Local Fiscal Recovery Funds (SLFRF), established under section 602 and 603 of the Social Security Act of section 9901 of Public Law No. 117-2, known as the American Rescue Plan of 2021 ("ARPA"). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund on May 13, 2021. The Grantee must review and abide by all requirements of the Federal Fiscal Relief Fund, including the U.S. Treasury's [SLFRF Final Rule](#), the [U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions](#) (Attachment 1), and 2 CFR 200. Payments from the SLFRF may only be used to cover expenditures that are responding to the public health and negative economic impacts of the pandemic. Expenses for the VBRD grant may only cover expenditures directly associated with reducing or eliminating a trial courts criminal case backlog that resulted from the COVID-19 pandemic. Attachment 3 provides a complete list of allowable and disallowable expenses.

8.02 The purpose of the VBRD funding is to assist district, circuit, and municipal courts to reduce or eliminate their criminal case backlog that resulted from the COVID-19 pandemic. SLFRF can fund eligible expenses and services accrued during the pandemic; however, in order to be eligible to use SLFRF, the costs must have been incurred after March 3,

2021. Funds must be obligated by March 31, 2024 with final reports due to SCAO by June 30, 2024.

8.03 SLFRF funds cannot be used to pay expenses that will be or have been reimbursed by another federal program.

8.04 The Grantee must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds and the Grantee must document these determinations, as required by 2 CFR 200.303. In addition to internal controls, the Grantee must establish and maintain effective financial management as required by 2 CFR 200.302(b)(6) and (7), which includes written procedures.

## **9. SCOPE OF SERVICES**

9.01 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 the 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.

## **10. STATEMENT OF WORK**

10.01 The Grantee agrees to undertake, perform, and complete the Services described in their approved grant application. This includes significantly reducing or eliminating the backlog of pending criminal cases that resulted from the COVID-19 pandemic. The Grantee should fully achieve these objectives by the end of this Agreement's term, and be compliant with the criminal case processing time guidelines established in AO 2013-12. 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 prior 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.

## **11. RIGHTS TO WORK PRODUCT**

11.01 All written or visual Work Product created solely by the SCAO is exclusively owned by SCAO and is subject to copyright or patent only by the SCAO.

11.02 All written or visual Work Product created solely by the Grantee is exclusively owned by the Grantee and is subject to copyright or patent only by the Grantee.

11.03 All written or visual work product produced under this Agreement with funds provided by the grant from SCAO shall be owned by SCAO and 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.

11.04 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of this Agreement that is not Confidential or Proprietary as defined in Section 19 of 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.

11.05 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 Grantee's property, materials and/or Work Product.

## **12. WRITTEN DISCLOSURE**

12.01 The Grantee shall promptly disclose in writing to the SCAO all Inventions, Patented and/or Copyrighted Materials jointly with the SCAO or singly by the Grantee or the Grantee's employees or agents while engaged in Services under this Agreement. As to each such disclosure, the Grantee shall specifically point out the features or concepts related to the Inventions, Patented and/or Copyrighted Materials that are new, unique, or different such that they may qualify for copyright, patent, or other intellectual property protection. 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 Inventions, Patented and/or Copyrighted Materials for which the SCAO desires to obtain such protection.

12.02 The Grantee warrants that as of the Effective Date of this Agreement, there are no such 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.

## **13. INSURANCE**

13.01 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.

## **14. PERFORMANCE MEASUREMENT DATA AND REPORTING REQUIREMENTS**

14.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 2 related to this Agreement so that the SCAO can meet its reporting requirements with federal grantors.

14.02 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 will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 38 of this Agreement.

## **15. PAYMENT PROCESSING**

15.01 The Grantee must submit all payment requests along with all required reports, records, and source documentation. Payment requests must be timely submitted to ensure that the SCAO can request reimbursement from within the required reimbursement period. If required support for payment is provided, the Grantee will be paid within 30 calendar days after submission. The Grantee must sign up through the online vendor system to receive

reimbursement payments via electronic funds transfer or direct deposit. To register, go to the Department of Technology, Management, and Budget's [website](#).

15.03 The Grantee agrees to lawfully use the grant funds for the purposes and under the conditions specified in this Agreement.

15.04 Only program Services and Program Expenses detailed in the approved budget incurred during the grant period are eligible for reimbursement. Program 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.

15.05 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.

15.06 Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will also result in nonreimbursement of those costs.

15.07 Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the SCAO or treated in accordance with instructions provided by the U.S. Treasury.

15.08 To assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the Grantee's annual and final fiscal reports or 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, Section 3729-3730 and 3801-3812).

15.09 The Grantee is aware that this is a reimbursement-based grant. The Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses.

15.10 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Consumable expenses are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.

## **16. EMPLOYEE TIME CERTIFICATION**

16.01 All Agreement-funded employees will timely complete and submit to the SCAO an executed Employee Time Certification form as supporting documentation in adherence with 2 CFR 200.302(b)(3).

16.02 The Grantee shall notify the SCAO immediately as set forth in Section 7 of this Agreement when a grant-funded employee:

- becomes disabled or deceased while assigned to a grant-funded position,

- is removed or reassigned from a grant-funded position; and/or,
- 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)

## **17. RECORD MAINTENANCE/RETENTION**

17.01 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. The Grantee must assure 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) until December 31, 2031 or until any pending litigation and/or audit findings have been resolved, whichever occurs later. All record retention guidelines set by the SCAO and/or the Grantee must be adhered to if they require additional years beyond retention guidelines stated herein. 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.

17.02 The U.S. Treasury may request a transfer of records of long-term value. Where practicable, the Grantee should maintain, transmit, and store records in open and machine-readable formats. The Grantee agrees to provide or make available such records to the U.S. Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office (“GAO”), the U.S. Treasury’s Office of Inspector General (“OIG”), and the Pandemic Relief Accountability Committee (“PRAC”).

17.03 The Grantee agrees to maintain records to support compliance with subsection 601(d) of the Social Security Act and 2 CFR 200.302(b)(3). These records may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF payments and (b) the disbursements from such payments to meet eligible expenditures related to the public health emergency due to COVID-19;
2. budget records;
3. payroll records, time records, and human resource records to support costs incurred for payroll expenditures related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using SLFRF payments and all documents related to such contracts;
6. grant agreements entered into using SLFRF payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and agents;
8. all documentation supporting the performance outcomes of contracts, subcontracts, and grant awards;

9. all internal and external email/electronic communications related to use of SLFRF payments; and
10. all investigative files and inquiry reports involving SLFRF payments.

17.04 Office of Management and Budget's (OMB) Uniform Guidance for Non-federal Agencies Receiving These Funds. The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

Applicants must review the eCFR Uniform Guidance at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> for complete requirements.

## **18. AUTHORIZED ACCESS**

18.01 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 and required by law, including 2 CFR 200.334 through 2 CFR 200.338. The SCAO and/or an outside team 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, if requested. The Grantee shall work cooperatively with the monitoring, audit and/or evaluation team to permit full review of the program.

## **19. CONFIDENTIAL INFORMATION**

19.01 To ensure the Grantee effectively performs the Services, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five (5) business days as provided in Section 38 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.

19.02 The Grantee agrees to return all Confidential Information to the SCAO immediately upon the termination of this Agreement and permanently delete any electronic

copies of the data stored by the Grantee within 30 calendar days after the conclusion of this Agreement. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

19.03 In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

## **20. MEDICAL INFORMATION**

20.01 Both the SCAO and the Grantee shall assure 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 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.

## **21. AUDITS**

21.01 The Grantee must comply with the following requirements:

A. Single Audit

The Grantee that expends \$750,000 or more in federal awards during their fiscal year must submit a Single Audit prepared 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. The Grantee must also timely submit a Corrective Action Plan for any audit findings that impact SCAO-funded programs and a management letter with a response if applicable.

B. Audited Financial Statements

Grantees that expend less than \$750,000 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.

C. Due Date and Submission Information

The required audit and any other required submissions must be timely submitted to the required federal and state agencies. 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

D. Penalty

i. Delinquent Single Audit or Financial Statement Audit

If the Grantee does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the audited financial statement and management letter (if issued) with a response within nine months after the end of the Grantee's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the SCAO may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the SCAO. The SCAO may retain the amount withheld if the Grantee is more than 120 calendar days delinquent in meeting the filing requirements, and may terminate this Agreement if the Grantee is more than 20 calendar days delinquent, if an extension has not been approved by the cognizant or oversight agency for audit.

ii. Delinquent Audit Status Notification Letter

Failure to submit the Audit Status Notification Letter when required may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

E. Other Audits

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

F. 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.

21.02 The auditee must procure or otherwise arrange for the audit, if required; prepare appropriate financial statements, including the schedule of expenditures of Federal awards; promptly follow up and take corrective action on the audit findings; provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

## **22. SUBRECIPIENTS**

22.01 The Grantee may not use the VBRD to make subawards to subrecipients.

## **23. SOFTWARE COMPLIANCE**

23.01 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.

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

24.01 If the Grantee becomes aware of a 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 as provided in Section 38 of this Agreement.

## **25. AGREEMENT/REDUCTION/SUSPENSION/TERMINATION**

25.01 The SCAO and/or the Grantee may reduce the project budget, suspend, or terminate this Agreement 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.
- B. If the Grantee fails to make progress satisfactory to SCAO toward the project goals, objectives, or strategies set forth in this Agreement, including but not limited to a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the termination date.
- C. 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.
- D. If the Grantee submits false certification or falsifies any other report or document required hereunder.
- E. If the Grantee is convicted of any activity referenced in Section 24 of this Agreement during the term of this Agreement or any extension thereof.
- F. If the SCAO terminates this Agreement under Section 25, the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.
- G. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.

25.02 Each Party has the right to terminate this Agreement without cause, including termination by the Grantee if the Grantee has indicated that they do not plan to spend all or some of the grant funds. If the Grantee is the terminating party, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee will still be required to fulfill the grant reporting requirements under Attachment 2 as required by the terms of the grant and as otherwise directed by the SCAO. The termination date of this Agreement will be the date that the Grantee has met all grant reporting requirements as determined by the SCAO.

25.03 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 Agreement ends.

25.04 Any funds received by the Grantee that are expended in a manner that does not comply with applicable federal and state laws, guidelines, rules, and regulations shall be returned to the State of Michigan. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.

## **26. FINAL REPORTING UPON TERMINATION**

26.01 Except as provided in Section 26.02, should this Agreement be terminated by either party, within 30 calendar days after the termination, the Grantee shall provide the SCAO with all financial, performance, and other reports required as a condition of this Agreement. The SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

26.02 If this Agreement is terminated by the SCAO for the Grantee's failure to meet the grant management requirements, the Grantee shall not be eligible to seek future grant funding from the SCAO.

## **27. SEVERABILITY**

27.01 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.

## **28. LIABILITY AND INDEMNIFICATION**

28.01 The Grantee is responsible for Liabilities and Program Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.

28.02 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.

28.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

28.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify 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 private third-party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

## **29. MICHIGAN LAW**

29.01 This Agreement shall be subject to, and shall be enforced and construed under, the laws of Michigan.

## **30. DEBT TO STATE OF MICHIGAN**

30.01 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.

## **31. DISPUTES**

31.01 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 Agreement within 10 business days of discovery of the alleged breach as provided in Section 38 of this Agreement.

## **32. CONFLICT OF INTEREST**

32.01 Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, 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.

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

33.01 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 covering cost principles, grant/Agreement principles, and audits in carrying out the terms of this Agreement.

## **34. CIVIL RIGHTS COMPLIANCE**

34.01 Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 *et seq.*, and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 *et seq.*, and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 *et seq.*, and the Department implementing regulations at 31 CFR part 23.

34.02 In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, the U.S. Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. The U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). The U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

## **35. AMENDMENT TO AGREEMENT**

35.01 This Agreement, including but not limited to the scope of work and project budget changes, may only be amended by a writing signed by all Parties.

## **36. ENTIRE AGREEMENT**

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

- A. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Attachment 1)
- B. Reporting Requirements (Attachment 2),
- C. Allowable & Disallowable Expenses (Attachment 3),
- D. Virtual Backlog Reduction Docket Quarterly Program Report (Attachment 4)
- E. Approved grant budget in grant application

## **37. PROGRAM REVIEW OR CERTIFICATION SITE VISIT**

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

## **38. DELIVERY OF NOTICE**

38.01 Written notices and communications required under this Agreement shall be delivered in one of two forms to all of the individuals listed below: (1) by electronic mail; or (2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

38.02 The Grantee's contact person is:

Name: Barbara A. Menear  
Title: circuit court administrator  
Address: 900 S.Saginaw Street, #206  
Email Address: [bmeneear@geneseecountymi.gov](mailto:bmeneear@geneseecountymi.gov)  
Phone: 810.424.4355

38.03 The SCAO's contacts are:

Diane Perry State Court Administrative Office Michigan Hall of Justice P.O. Box 30048 Lansing, MI 48909 <a href="mailto:PerryD@courts.mi.gov">PerryD@courts.mi.gov</a>	Ryan Gamby State Court Administrative Office Michigan Hall of Justice P.O. Box 30048 Lansing, MI 48909 <a href="mailto:Gambyr@courts.mi.gov">Gambyr@courts.mi.gov</a>
---	--

### **39. GRANTEE'S AUTHORIZING OFFICIAL**

39.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. 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, Chair of the Board of Commissioners, Court Administrator, City Manager, Legal Counsel, Finance Director, or Mayor.

39.02 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.

**SIGNATURES OF PARTIES**  
**Virtual Response Backlog Docket Grant**  
**CONTRACT NUMBER: SCAO-2023-066**

**40. SIGNATURE OF PARTIES**

40.01 This Agreement is not effective unless signed by all Parties.

7th Circuit Court of Genesee Co

Barbara A. Menear

Authorizing Official's Signature

**Barbara A. Menear**

Authorizing Official's Name

**Circuit Court Administrator**

Authorizing Official's Title

**3.28.2023**

Date Signed by Authorizing Official

State Court Administrative Office

Elizabeth Rios-Jones

Authorizing Official's Signature

**Elizabeth Rios-Jones**

Authorizing Official's Name

**Deputy State Court Administrator**

Authorizing Official's Title

**03/29/2023**

Date Signed by Authorizing Official

Attachment 1

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**9. Compliance with Applicable Law and Regulations.**

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as

defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

**15. Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

**16. Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**17. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**18. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**VIRTUAL BACKLOG RESPONSE DOCKET GRANT**  
**FY 2023 REPORTING REQUIREMENTS**  
**April 1, 2023 through March 31, 2024**

<b>PROGRAM REPORT DUE DATES</b>	
July 10, 2023	Courts will be reporting on progress made during <b>April 1, 2023, through June 30, 2023</b> .
October 10, 2023	Courts will be reporting on progress made during <b>July 1, 2023, through September 30, 2023</b> .
January 10, 2024	Courts will be reporting on progress made during <b>October 1, 2023, through December 31, 2023</b> .
April 10, 2024	Courts will be reporting on progress made during <b>January 1, 2024 through March 31, 2024</b> .

<b>FINANCIAL CLAIM REPORTS DUE DATES</b>	
July 10, 2023	Courts will be reporting on expenditures from <b>April 1, 2023, through June 30, 2023</b> .
October 10, 2023	Courts will be reporting on expenditures from <b>July 1, 2023, through September 30, 2023</b> .
January 10, 2024	Courts will be reporting on expenditures from <b>October 1, 2023, through December 31, 2023</b> .
April 10, 2024	Courts will be reporting on progress made during <b>January 1, 2024 through March 31, 2024</b> .

The court must email an itemized invoice and supporting documentation to Diane Perry ([PerryD@courts.mi.gov](mailto:PerryD@courts.mi.gov)) by the due dates listed above. The supporting documentation must include (if applicable):

**Personnel and Fringe:** Signed timesheets and official reports from the Court's accounting or payroll software. Examples include, but are not limited to, general ledger, revenue and expenditure reports, payroll reports, and pay stubs.

**Contractual and Supplies:** Dated and itemized invoices or receipts with proof of payment. Proof of payment must include name of vendor, date, amount, and check or ETF number. Examples include, but are not limited to, copies of checks or official reports from the Court's accounting software.

**Travel:** Employee travel should be documented with the same requirements as Personnel and Fringe. Contractor travel should be documented with the same requirements as Contractual and Supplies. Copies of the Traveler's receipts are required for all travel.

**Attachment 3**

<b>ALLOWED EXPENSES</b>		
	<b>Personnel and Fringe</b>	
• Hourly wages • Fringe benefits		
	<b>Contractual</b>	
• Defense attorney, prosecuting attorney, visiting judges, and Michigan Department of Corrections fees associated with reducing a backlog of criminal cases.		
	<b>Supplies</b>	
• Office supplies and equipment not to exceed \$5,000 per unit. • Software subscriptions (must be prorated monthly for fiscal year)		
	<b>Travel</b>	
• Travel expenses		
*Travel expenses may not exceed the <a href="#">state rate</a> , or your local rate, whichever is the lesser expense. The state mileage rate includes premium rate for roundtrip less than 100 miles and standard rate for roundtrip more than 100 miles.		
<b>DISALLOWED EXPENSES</b>		
Recipients may <b>not</b> use SLFRF funds for any of the following		
• Contributions to rainy day funds, financial reserves, or similar funds.		
• Payment of interest or principal on outstanding debt instruments and fees or issuance costs associated with the issuance of new debt.		
• Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding, except to the extent the judgment or settlement requires the provision of services that would respond to the COVID-19 public health emergency.		
• Payment of expenses that will be or have been reimbursed by another federal program		
• A program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.		
• A violation of the conflict of interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.		
• To supplant state or other funding sources.		
• Indirect costs, defined by 2 CFR § 200.1 as those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.		
• Cost associated with Research and Development		
• Any other expense not identified as an "allowable expense" listed above.		

Attachment 4

**Court:** 7th Circuit Court of Genesee County

### Reporting Period:

- April 1, 2023 through June 30, 2023 (**Due July 10, 2023**)
- July 1, 2023 through September 30, 2023 (**Due October 10, 2023**)
- October 1, 2023 through December 31, 2023 (**Due January 10, 2024**)
- January 1, 2024 through March 31, 2024 (**Due April 10, 2024**)

## **Summary Report**

1. Please describe the actions your court took during the reporting period to reduce your backlog of pending criminal cases:
2. If applicable, explain any barriers or lack of progress with reducing your criminal backlog during this reporting period:

## Outcomes Report

## CIRCUIT COURT

Using SCAO's caseload reporting instructions, provide the number of cases disposed during the quarter or pending at the end of the quarter in the table below. Leave this section blank if not applicable to your court.

		AX	FC	FH	FJ
<u>Disposed During the Quarter</u>	Disposed 0-91 Days after Bindover				
	Disposed 92-154 Days after Bindover				
	Disposed 155-301 Days after Bindover				
	Disposed +301 Days after Bindover				
Pending at the End of the Quarter	Pending 0-91 Days after Bindover				
	Pending 92-154 Days after Bindover				
	Pending 155-301 Days after Bindover				
	Pending +301 Days after Bindover				

**DISTRICT & MUNICIPAL COURT**

Using SCAO's caseload reporting instructions, provide the number of cases disposed during the quarter or pending at the end of the quarter in the tables below. Leave this section blank if not applicable to your court.

		EX	FY	FD	FT
<u>Disposed During the Quarter</u>	Disposed 0-14 Days				
	Disposed 15-28 Days				
	Disposed +28 Days				
Pending at the End of the Quarter	Pending 0-14 Days				
	Pending 15-28 Days				
	Pending +28 Days				

		Reduced to Misdemeanor		
		FY	FD	FT
<u>Disposed During the Quarter</u>	Disposed 0-63 Days			
	Disposed 64-126 Days			
	Disposed +126 Days			
Pending at the End of the Quarter	Pending 0-63 Days			
	Pending 64-126 Days			
	Pending +126 Days			

		OM	SM	OD	SD	OT	ST
<u>Disposed During the Quarter</u>	Disposed 0-63 Days						
	Disposed 64-126 Days						
	Disposed +126 Days						
Pending at the End of the Quarter	Pending 0-63 Days						
	Pending 64-126 Days						
	Pending +126 Days						

---

Authorizing Official's Signature

---

Authorizing Official's Name

---

Authorizing Official's Title

---

Date Signed by Authorizing Official

Please email your completed Quarterly Program Report by the deadline to Diane Perry at  
[PerryD@courts.mi.gov](mailto:PerryD@courts.mi.gov)