



## GENESEE COUNTY PURCHASING DEPARTMENT

ROOM 343, COUNTY ADMINISTRATION BLDG.  
1101 BEACH STREET  
FLINT, MICHIGAN 48502  
TELEPHONE (810) 257-3030  
FAX (810) 257-3380

**CINDY CARNES**  
Purchasing Manager

July 18, 2014

### **GENESEE COUNTY REQUEST FOR QUOTES #14-012**

Sealed quotes will be received until **3:00 p.m., Thursday, August 14, 2014**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **Independent Psychological Evaluations for 7<sup>th</sup> Judicial Circuit Court** for Genesee County.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the quote response with the quote number, quote name, quote due date and time, and your firm's name. The quote request number and due date for this RFQ are:

<b>DUE DATE:</b>	<b>THURSDAY, AUGUST 14, 2014 @ 3:00 PM</b>
<b>QUOTE REQUEST NUMBER:</b>	<b>#14-012</b>
Buy4Michigan	303714B0002620

*Cindy Carnes*  
CINDY CARNES, PURCHASING MANAGER

bid2\2014\14-012  
Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

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# RFQ#14-012 INDEPENDENT PSYCHOLOGICAL EVALUATIONS FOR 7<sup>TH</sup> CIRCUIT COURT

## SECTION 1. INSTRUCTIONS TO SUBMIT QUOTE

- 1) Sealed quotes will be received until **3:00 p.m., Thursday, August 14, 2014**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the quote response as described on page 1. **LATE QUOTES AND QUOTES SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
- 2) **Submit one (1) original hardcopy and one (1) electronic copy of your quote to the Genesee County Purchasing office or submit quote and supporting documentation electronically at [Buy4Michigan.com](http://Buy4Michigan.com).** The quote must include a signature on the Signature Page of a person authorized to make a binding offer. The quote response must consist of one copy in electronic format on a CD/DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Each copy must be identical to the original. All quotes become the property of Genesee County. Failure to provide the required number of duplicate copies may result in rejection of your quote.
- 3) **Buy4Michigan** – an alternate review of proposal can be done at [Buy4Michigan.com](http://Buy4Michigan.com). Open Market Bid 303714B0002620.
  - a. Requests for quote and opportunities to bid on products and services required by Genesee County can be found on the website [www.Buy4Michigan.com](http://www.Buy4Michigan.com). This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFQ and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
  - b. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.
- 4) This RFQ is issued by the Genesee County Purchasing Department on behalf of the 7<sup>th</sup> Judicial Circuit Court for Genesee County. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502; Fax: (810) 257-3380; email address [ccarnes@co.genesee.mi.us](mailto:ccarnes@co.genesee.mi.us). Email is the preferred method of contact.
- 5) All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFQ, shall be made by and through the purchasing contact, referenced in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this

condition may result in immediate rejection of quote. All questions regarding this RFQ shall be submitted in writing by mail, email and/or facsimile, and received no later than Friday, August 1, 2014 by 5:00 p.m. (EDT), to the Genesee County Purchasing Department as noted above. E-mail is the preferred method of contact for all inquiries concerning this RFQ.

- 6) All prospective offerors shall be responsible for routinely checking the Genesee County Purchasing Department website at [http://www.gc4me.com/departments/purchasing/open\\_bids.php](http://www.gc4me.com/departments/purchasing/open_bids.php) for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective offeror to obtain addenda and other information issued at any time related to this RFQ.
- 7) The County's Standard Proposed Contract is attached to this Request for Quotes. After the award is made to the successful offeror, the County and the successful offeror will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFQ must be clearly set forth in your quote and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFQ unless those changes are requested in your quote.
- 8) The County of Genesee requires a signed Genesee County Insurance Checklist with each quote submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

- 9) Quote Format: Quotes must be submitted in the format outlined in SECTION 4. INFORMATION REQUIRED FROM OFFERORS/QUOTE FORMAT to be deemed responsive.
- 10) All offerors shall be required to provide with the quote submission disclosure of whether the offeror, or its principals, is or is not debarred, suspended, or proposed for debarment. The County will check the Excluded Parties List System to ensure that an offeror is not debarred by a government agency. Debarment of an offeror will be grounds for rejection of quote.
- 11) The successful offeror(s) is the Prime Contractor and shall be required to assume responsibility for all work performed associated with this Request for Quote and subsequent contract regardless of who produces the work. Further, Genesee

County will consider the successful offeror(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. As part of the Experience Narrative and Quality Assurance Summary in the response, the offeror shall identify the names and services to be provided by any subcontractor to be utilized in providing services under the contract.

- 12) If the successful offeror receives a contract and is subsequently found to have misrepresented any information in its quote and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
- 13) News releases pertaining to this RFQ or the services, study, data, or contract to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No results of the project will be released without prior approval of the contract administrator and then only to persons designated.

## **SECTION 2. SCOPE OF SERVICES**

The Genesee County Purchasing Department on behalf of the 7th Judicial Circuit Court for Genesee County is soliciting a Request for Quotes (RFQ) for the performance of independent psychological evaluations relative to:

- (1) Competency to stand trial and
- (2) Criminal responsibility.

In some instances, only competency is ordered. In other instances, both competency and criminal responsibility are ordered. If both types of evaluations are ordered, most typically there is one order addressing both.

The evaluations arise after an initial evaluation is completed by the State of Michigan, Center for Forensic Psychiatry, Saline, MI and the adult criminal defendant is requesting a so-called "independent evaluation." The offense charged is often serious in nature with the defendant incarcerated in the Genesee County Jail, located in Flint, MI.

Contact with the defendant, including interviewing and testing, must take place at the Genesee County Jail. The Genesee County Sheriff does not transport defendants to professional offices or other locations for this purpose.

During the past 3 calendar years, approximately 15 independent psychological evaluations per year were ordered.

The expected turnaround time to receive a written report is 21 days, after the interviewing and testing is completed. If previous treatment records are required for the evaluation, priority should be given to their request and receipt to avoid delay that effects turnaround time.

The County is requesting a quote along with a statement of qualifications from psychologists. All successful responding qualified psychologists will be placed on a list maintained by the 7<sup>th</sup> Circuit Court for future psychological evaluations. When service is required, the court appointed attorney will contact the psychologist, describe the client, the timeframes and determine if the psychologist can provide the necessary services in the time period required.

### **SECTION 3. QUALIFICATIONS OF THE CONTRACTOR**

#### Minimum Required:

1. Fully licensed psychologist, with a demonstrated background in adult mental evaluations related to competency and criminal responsibility.
2. Must have some experience testifying in court and understand the role of an examiner in the context of the criminal justice system.
3. Offeror shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.

If an offeror does not convince Genesee County that it possesses the above minimum qualifications with the offer (response), Genesee County shall deem the offeror not qualified and the offeror will not be added to the prequalification list.

#### Preferred:

1. Certification or advanced specialty training in forensic psychology from an accredited university or widely recognized professional organization.

### **SECTION 4. INFORMATION REQUIRED FROM OFFERORS (QUOTE FORMAT)**

All quotes received must consist of the items referenced below and in the required format stated in this section for a quote to be deemed responsive.

1. One original offer (properly executed), and one electronic copy of RFQ #14-012 (Cover letter through page 24). Consisting of the following:
  - A) Quote Form: All fees for the provision of the evaluation and report provided to 7<sup>th</sup> Circuit Court shall be included on this form and hourly rate for testimony. Pricing for this contract shall be firm fixed price for the duration of the contract. Hours and services reported in this quote are only approximate and could increase or decrease with no guarantees.
  - a. Rate Increases - The contractor may alter the hourly rate once in any twelve month period on sixty days written notice, after the initial 24 month contract period. The initial 24 month period commences on the effective date of the contract.

- B) Proposed Payment Schedule - All offerors shall include with the quote a proposed payment schedule for the payment of all costs, as detailed in the quote submitted.
  - C) Signed Signature Page
  - D) Executed Insurance Checklist
  - E) References - Genesee County reserves the right to contact references and gather information regarding an offeror's ability to provide the services required herein. Include with your quote the attached completed Reference Page listing three (3) references for contracts similar in nature.
  - F) Statement of Exceptions – See sections 1.7 for additional information. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFQ must be clearly set forth in your quote and referenced on company letterhead.
2. On company letterhead a disclosure of whether the offeror, or its principals, is or is not debarred, suspended, or proposed for debarment.
  3. Experience Narrative and Quality Assurance Summary - The following information should be provided relative to prior performance of independent psychological evaluations relative to competency to stand trial and criminal responsibility.
    - A) Past or current courts where this service has been provided.
    - B) Number of years experience in directly providing Independent Psychological Evaluations services.
    - C) List of all relevant accreditations and certifications.
    - D) Provide a description or outline of the report that will be provided.
    - E) Include any other information that is believed to be pertinent but not specifically asked for elsewhere.
  4. Demonstration of Financial Stability – Provide information that establishes the offeror has the credit and financial stability to assure good faith performance. All proposers shall include financial statements (most recent Federal Income Tax Returns or balance sheets and income statements).

## **SECTION 5. CONTRACT**

### **TERM**

The term of this contract will, upon Board approval, be for a two (2) year period. With the option to extend for up to three (3) additional one-year terms upon written mutual agreement.

### **TERMINATION**

This contract may be terminated by Genesee County for any reason, by giving a thirty (30) day written notice to the contractor of such termination. In the case of gross non-performance, termination shall be effected immediately.

Non-performance shall be defined as the failure to provide all required services consistent with the terms of the contract documents. In addition, non-performance shall be defined as a violation of any professional and regulatory agency standards, as

well as, all relevant local, state and federal regulations deemed serious violations by the County.

## **SECTION 6. EVALUATION CRITERIA**

It is the intent of Genesee County to conduct a comprehensive, fair and impartial evaluation of quotes received. All qualified psychologist will be included on the list available to the 7<sup>th</sup> Circuit Court appointed attorneys. All quotes will be evaluated based on the following criteria:

- Professional accreditations and the qualifications of personnel
- Capability of the offeror to provide the required services as determined by the submittals required in Section 4
- Experience of the firm
- References
- Cost – proposed fees
- Responsiveness of Quotes



**QUOTE FORM**  
**RFQ #14-012 Independent Psychological Evaluations for 7<sup>th</sup>**  
**Judicial Circuit Court for Genesee County**

**Pricing/Fees**

Cost for evaluation and report: \$ \_\_\_\_\_

Hourly rate for testimony: \$ \_\_\_\_\_

Future rate increases will not exceed: \_\_\_\_\_ % annually

The above rates will be paid for 24 months commencing on the day the contract is effective.

Company Name \_\_\_\_\_



**GENESEE COUNTY INSURANCE CHECKLIST**

**RFQ Title: Independent Psychological Evaluations**

**RFQ Number: 14-012**

**Coverages Required**

**Limits (Figures denote minimums)**

<u>X</u> 1.	Workers' Compensation	Statutory limits of Michigan
<u>X</u> 2.	Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<u>X</u> 3.	General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<u>X</u> 4.	Professional liability	\$1,000,000 including errors & omissions <u>\$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice</u>
<u>X</u> 5.	Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<u>X</u> 6.	Umbrella liability/Excess Coverage	\$2,000,000 BI & PD and PI
<u>X</u> 7.	<u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<u>X</u> 8.	Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u>X</u> 9.	The certificate must state RFQ number and title	

**FAX THIS PAGE TO YOUR INSURANCE AGENT/BROKER**

**Insurance Agent's Statement**

**I have reviewed the requirements with Prospective Contractor named below. In addition:**

\_\_\_\_\_ The above policies carry the following deductibles:

Liability policies are **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

Insurance Agent \_\_\_\_\_ Signature \_\_\_\_\_

**PLEASE NOTE #7 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED**

**Prospective Contractor's Statement**

I understand the insurance requirements and will comply in full if awarded the contract.

Offeror \_\_\_\_\_ Signature \_\_\_\_\_

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

REVISED 11/28/2012

**REFERENCE PAGE  
GENESEE COUNTY RFQ #14-012**

List 3 references of similar projects

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1. Company Type of Work/Service Provided

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Contact Name

---

Address

---

Phone Number

---

2. Company Type of Work/Service Provided

---

Contact Name

---

Address

---

Phone Number

---

3. Company Type of Work/Service Provided

---

Contact Name

---

Address

---

Phone Number

**Submitted by:** \_\_\_\_\_  
COMPANY NAME

# ATTACHMENT A – PROFESSIONAL SERVICES CONTRACT

## PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **Contractor Name**, a **[State] [Entity Type]**, whose principal place of business is located at **Contractor Address** (the “Contractor”) (the County and the Contractor together, the “Parties”).

### 1. Agreement and Authority

This Agreement is entered into pursuant to RFQ # 14-012 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by the 7<sup>th</sup> Judicial Circuit Court for Genesee County.

### 2. Term

#### 2.1 Initial Term

The initial term of this Contract commences on **[Start Date]**, and shall be effective through **[End Date]** (the “Initial Term”).

#### 2.2 Extension Terms

The Board has the option to extend this Contract for up to three (3) additional one year terms (the “Extension Terms”).

### 3. Purpose

This Contract is entered into for the purpose of the performance of independent psychological evaluations relative to competency to stand trial and Criminal responsibility.

### 4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

### 5. Compensation

5.1 *Flat Fee.* The Contractor shall be paid a flat fee of \$ **[REDACTED]** for the performance of the Services. The Contractor shall be paid according to the rates identified on Exhibit A. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The

County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

**6. Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

**7. Contract Administrator**

The contract administrator for this Contract is [Contract Administrator] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

**8. Reporting Requirements**

During the term of this Contract, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

**9. Inspection and Acceptance**

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

**10. Warranties**

The Contractor warrants that:

10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.

10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

## **11. Suspension of Work**

### **11.1 Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

### **11.2 Necessary Actions Before Suspension**

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

## **12. Termination**

### **12.1 Termination for Cause**

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

## 12.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

## 12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

## 12.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

# **13. Equipment Purchased with County Funds**

## 13.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

## 13.2 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.



#### **14. Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

#### **15. Freedom of Information Act**

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

#### **16. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

#### **17. Audit Rights**

##### **17.1 Certification of Accurate Information**

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

##### **17.2 Inspection**

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### 17.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### 17.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

## **18. Identity Theft Prevention**

18.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

18.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

## **19. Insurance Requirements and Indemnification**

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Contract.

### 19.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

### 19.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

**20. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

**21. General Provisions**

21.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

21.1.1. The Contract – This Professional Services Contract

21.1.2. Exhibit A – The Scope of Work

21.1.3. Exhibit B – Required Reports

21.1.4. Exhibit C – The Contractor's Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

21.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

21.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

21.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

#### 21.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

#### 21.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

#### 21.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

#### 21.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

#### 21.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

**CONTRACTOR NAME**

COUNTY OF GENESEE

By: \_\_\_\_\_  
**Name of Contractor Signatory**  
**Title of Contractor Signatory**

By: \_\_\_\_\_  
Jamie Curtis, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Corporation Counsel

EXHIBIT A  
Description of the Services

The Genesee County Purchasing Department on behalf of the 7th Judicial Circuit Court for Genesee County is soliciting a Request for Quotes (RFQ) for the performance of independent psychological evaluations relative to:

- (1) Competency to stand trial and
- (2) Criminal responsibility.

In some instances, only competency is ordered. In other instances, both competency and criminal responsibility are ordered. If both types of evaluations are ordered, most typically there is one order addressing both.

The evaluations arise after an initial evaluation is completed by the State of Michigan, Center for Forensic Psychiatry, Saline, MI and the adult criminal defendant is requesting a so-called "independent evaluation." The offense charged is often serious in nature with the defendant incarcerated in the Genesee County Jail, located in Flint, MI.

Contact with the defendant, including interviewing and testing, must take place at the Genesee County Jail. The Genesee County Sheriff does not transport defendants to professional offices or other locations for this purpose.

During the past 3 calendar years, approximately 15 independent psychological evaluations per year were ordered.

The expected turnaround time to receive a written report is 21 days, after the interviewing and testing is completed. If previous treatment records are required for the evaluation, priority should be given to their request and receipt to avoid delay that effects turnaround time.

EXHIBIT B  
Reports Required from the Contractor

Description of Report

Written report after the interviewing  
and testing is completed

Frequency

within 21 days

EXHIBIT C  
Insurance Checklist

**GENESEE COUNTY INSURANCE CHECKLIST**

**RFQ Title: Independent Psychological Evaluations**

**RFQ Number: 14-012**

**Coverages Required**

**Limits (Figures denote minimums)**

- 
- |             |   |  |
|-------------|---|--|
| <u>X</u> 1. | Workers' Compensation   | Statutory limits of Michigan   |
| <u>X</u> 2. | Employers' Liability  | \$100,000 accident/disease<br>\$500,000 policy limit, disease  |
| <u>X</u> 3. | General Liability   | Including Premises/operations \$1,000,000<br>per occurrence with \$2,000,000 aggregate   |
| <u>X</u> 4. | Professional liability  | \$1,000,000 including errors & omissions<br><u>\$200,000 per occurrence \$600,000 in<br/>aggregate for Medical Malpractice</u> |
| <u>X</u> 5. | Automobile liability  | \$1,000,000 combined single limit<br>each accident- Owned, hired, nonowned   |
| <u>X</u> 6. | Umbrella liability/Excess Coverage  | \$2,000,000 BI & PD and PI   |
| <u>X</u> 7. | <u>Genesee County named as an additional insured on other than workers' compensation<br/>via endorsement. A copy of the endorsement or evidence of blanket Additional<br/>Insured language in the policy must be included with the certificate.</u> |  |
| <u>X</u> 8. | Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)   |  |
| <u>X</u> 9. | The certificate must state RFQ number and title   |  |