



## **GENESEE COUNTY PURCHASING DEPARTMENT**

ROOM 343, COUNTY ADMINISTRATION BLDG.

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**CINDY CARNES**  
Purchasing Manager

July 30, 2015

### **GENESEE COUNTY REQUEST FOR PROPOSALS #15-066**

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, August 27, 2015**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **SUBSTANCE ABUSE TREATMENT SERVICES FOR DRUG COURT PROGRAMS**.

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 proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

**DUE DATE:** 3:00 p.m. (EDT), Thursday, August 27, 2015  
**PROPOSAL REQUEST NUMBER:** #15-066

*Cindy Carnes*

CINDY CARNES, PURCHASING MANAGER

bid2\2015\15-066

Attachments

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# RFP #15-066 SUBSTANCE ABUSE TREATMENT SERVICES FOR DRUG COURT PROGRAMS

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, August 27, 2015**, 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 proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
  2. **Submit one original, three paper copy and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal 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. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the Buy4Michigan or MITN site for this offering.
  3. **Buy4Michigan** – an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303715B0005793. Requests for proposal and opportunities to bid on products and services required by Genesee County can be found on the website **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 RFP and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
    - a. 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.
- If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsa/login.sdo> and click on Register <https://www.buy4michigan.com/bsa/external/fidCheck.jsp>.
4. Michigan Inter-governmental Trade Network– an alternate review of the RFP number RFP-CC-15-066 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
    - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental](#)

[Trade Network](https://www.mitn.info/Registration.asp?ID=2340) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.

5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference 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 proposal.
6. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
7. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer 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 RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
8. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal 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. Proposal Format: Proposals must be submitted in the format outlined in **Section 8. INFORMATION REQUIRED FROM PROPOSERS** to be deemed responsive.

## SECTION 2 - STANDARD TERMS & CONDITIONS

1. **Genesee County Purchasing Regulations:** All procurements are 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, 1101 Beach Street, Room 343, Flint, Michigan, 48502.
2. **Evaluation and Award:** The contract will be awarded to the responsible offeror whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal, and to negotiate with the apparent successful offeror in the best interest of Genesee County.
3. **Discussion with Responsible Offerors and Revisions to Proposals:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
4. **Cancellation; Rejection of Proposals:** The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.
5. **Receipt of Proposals:** It is solely the responsibility of the offeror to assure the timely receipt of its proposal at the location indicated in the proposal announcement. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
6. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
7. **Non-Discrimination:** The successful proposer/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. Breach of this covenant shall be regarded as a material breach of this contract.

8. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
9. **Conflict of Interest:** Each offeror, by submitting a proposal, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the offeror.
10. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the RFP's specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
11. **Offeror's Representations:** Each offeror, by submitting a proposal, represents as follows:
  - 1) That the offeror has read and understood the RFP documents and has submitted its proposal in accordance therewith;
  - 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;
  - 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.
12. **Independent Contractor:** Offeror agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.

13. **Insurance:** Each offeror must submit a completed Genesee County Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
14. **Indemnification:** The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
15. **Warranty:** The offeror warrants that all goods and services furnished under a contract resulting from this RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.
16. **Applicable Law:** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
17. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
18. **Right to Audit:** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.

19. **Safety** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that “presumed asbestos containing materials” (“PACM”) exist in these buildings.

Animal Shelter  
County Administration Building

County Courthouse  
Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

### SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Genesee County in collaboration with the 7th Circuit Court of Genesee County Drug Court Programs, seeks to secure a Contractor(s) to provide Substance Abuse Counselors (SAC) for care coordination in pre-court meetings, court hearings, delivery of treatment services, and clinical documentation into the Drug Court Case Management Information System (DCCMIS).
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Drug Court Programs. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and [ccarnes@co.genesee.mi.us](mailto:ccarnes@co.genesee.mi.us). Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Monday, August 17, 2015 by 12:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall



acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.

5. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP.
6. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 8, **INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
7. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
8. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
9. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
10. **Right To Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
11. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than Monday, August 17, 2015 by 12:00 p.m. (EDT), to the Genesee County Purchasing Department as listed above.
12. **Errors, Omissions, And Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity,

conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.

13. **Best and Final Offers:** Discussions may be undertaken with those proposers whose proposal, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and revision of proposals (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

14. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
15. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
16. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
17. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
18. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

19. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
20. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
21. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
22. **News Release:** News releases pertaining to this RFP or the services 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 information regarding the procurement and services shall be released without prior approval of the contract administrator.
23. **Contract Period:** At the discretion of Genesee County, and subsequent funding, there will be a (1) one year contract (October 1, 2015 through September 30, 2016) and four (4) year renewal options (October 1, 2016 through September 30, 2020), resulting in a total contract potential term of five (5) years. Proposed rate(s) for the renewal years must be included on the financial proposal form and submitted to the Drug Court Office by August 28th, current contract year. The cost for the extended periods will be agreed upon by Genesee County, and the Service Provider, and will be based on future funding, and allocations made available, if any, for this service by the Drug Court Administration Team.

## **SECTION 4 - GENERAL INFORMATION**

The Genesee County Drug Court Program: Adult Felony Drug Court (AFDC) and Family Dependency Treatment Court (FDTC), were established in 2001. In October of 2012, The Genesee County Drug Court added the Urban Drug Court Initiative (UDCI) to its programming. UDCI operates in the same fashion as the Adult Felony Drug Court, but focuses on referrals received from the 68th District Court; leaving the Adult Felony Drug Court to process the referrals coming out the 67th District Court. In 2013, The Family Dependency Treatment Court added the Infant and Treatment Toddler Court (Baby Court) to its operations. The main difference between the FDTC and Baby Court is that, Baby Court only accepts referrals for parents whose child is aged 0-3. Baby Court Participants also receive assistance from an Infant Mental Health Specialist; who specializes in identifying the mental health needs that may have been caused to the infant by the parent's substance use, and/or other forms of abuse/neglect, and helping the parents develop appropriate and nurturing parent skills.

Each of the 4 programs has a goal of providing treatment interventions for addiction disorders to, 1) avoid incarceration in jail/prison and having a felony on a permanent record (AFDC/UDCI program), or 2) provide the opportunity for parent/child reunification versus termination (FDTC/Baby Court program).

### **Participant Involvement**

#### **The Felony-based Programs:**

Adult Felony Drug Court/Urban Drug Court Initiative Program: The average length of Drug Court involvement is 18 months. Drug Court participation may be extended up to 24 months depending on individual progress or digression. There are an anticipated 50 participants in each program; for a potential grand total of 100. However, this number fluctuates and no specific number of participants is guaranteed.

#### **Phase I requirements:**

Minimum of four (4) months in length:

**Participants must receive authorization from GHS or private insurance to begin substance abuse treatment.**

- Participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment, etc.
- Meet with compliance manager as determined
- Attend weekly Court review sessions
- Provide random drug screens as directed
- Make payments toward court and program fees as directed
- Attend AA/NA/CA, or other support groups as directed
- Attend other sessions as directed by compliance manager and/or Court. (e.g., Domestic violence classes, Anger Management classes, HIV/AIDS education)
- Attend 1 Community Support Education Group
- No involvement in illegal/criminal activity
- Participant should find a sponsor by the end of phase I

#### **Phase II requirements:**

Minimum of four (4) months in length:

- Continued participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment, etc.
- Meet with compliance manager as determined
- Attend Court review sessions as determined
- Provide random drug screens as directed
- Attend AA/NA/CA meetings, or other support groups as directed
- Search for employment, seek or complete education opportunities (G.E.D./High School Diploma/college) or complete community service as directed
- Make payments toward court and program fees as directed
- No involvement in illegal/criminal activity

- Participant should begin building a sober support system of at least 5 people, and begin engaging in sober activities with these supports

**Phase III requirements:**

Minimum of four (4) months in length

- Continued participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment, etc.
- Meet with compliance manager as determined
- Attend Court review sessions as determined
- Provide random drug screens as directed
- Attend AA/NA/CA meetings, or other support groups as directed
- Search for employment, seek or complete education opportunities (G.E.D./High School Diploma/college) or complete community service as directed
- Court and program fees must be **paid in full**
- No involvement in illegal/criminal activity
- Participant should be actively using a sober support system of at least 5 people, and continually engage in sober activities with these supports

**Participant Involvement**

**The Family Programs:**

Family Dependency Treatment Court/Baby Court: There are two program tracks -- Child Protective Services (CPS) and Foster Care (FC) in the FDTC Program. Baby Court only has the Foster Care Track. Participant involvement is approximately 6-9 months for the CPS track, and 12-15 months for the FC track. There is a capacity of 22 individuals in the FDTC, and 8 families in Baby Court. The Adult Participants between the two programs could reach up to 50 participants; although this number fluctuates and no specific number of participants is guaranteed.

**Family Dependency Treatment Court -- Children’s Protective Services Track**

**Phase I Requirements:**

Minimum of three (3) months in length:

**Participants must receive authorization from GHS or private insurance to begin substance abuse treatment.**

- Participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment, etc.
- Reports to the Specialty Court Compliance Manager and DHS Worker as directed.
- Documentation of weekly support group attendance; as directed
- Random drug screens.
- Regular court appearances before the Specialty Court Judge.
- Cooperation with all referrals and requirements as directed by DHS
- No involvement with illegal/criminal activity

### **Phase II Requirements:**

Minimum of three (3) months in length:

- Reports to the Specialty Court Compliance Manager and DHS worker as directed.
- Continued participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment
- Documentation of weekly support group attendance; as required
- Random drug screens.
- Regular court appearances before the Specialty Court Judge.
- Continued cooperation with the referrals and requirements as directed by DHS.
- Seek or maintain employment and/or enroll in school.
- No involvement with illegal/criminal activity

### **Family Dependency Treatment Court -- Foster Care Track**

Please note: Family Reunification may occur at any point in the program and is at the discretion of DHS.

### **Phase I Requirements:**

Minimum of three (3) months in length:

**Participants must receive authorization from GHS or private insurance to begin substance abuse treatment.**

- Participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment, etc.
- Reports to the Specialty Court Compliance Manager and DHS Worker as directed.
- Documentation of weekly support group attendance; as directed
- Random drug screens.
- Regular court appearances before the Specialty Court Judge.
- Cooperation with all referrals and requirements as directed by DHS
- No involvement in illegal/criminal activity

### **Phase II Requirements:**

Minimum of three (3) months in length:

- Continued participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment, etc.
- Reports to the Specialty Court Compliance Manager and DHS worker as directed.
- Documentation of weekly support group attendance; as required
- Random drug screens.
- Regular court appearances before the Specialty Court Judge.
- Continued cooperation with all referrals and requirements as directed by DHS.
- Seek or maintain employment and/or enroll in school.

- No involvement with illegal or criminal activity.

### **Infant/Toddler Treatment Court (Baby Court)**

Every family that is participating in the Baby Court program will meet with the team and will have bi-weekly/monthly review hearings with the judge. During team meetings, the progress of the case will be discussed and a plan for the next month will be developed. Based on the progress made by the parent/s, the team will make a recommendation to the court as to what level the family will be on for the next month during the review hearing. The Judge will make the final determination as to the level for the next month. An explanation of expectations at each level follows.

#### **Level 1:**

Minimum of three (3) months in length:

1. Complete Treatment Authorization/participate in the required substance abuse treatment
2. Attend all parenting time visits; including therapeutic visits
3. Participate in services and attend all appointments as identified in the parent agency agreement and court order
4. Attend team meetings, provide accurate information to the team, follow action steps identified in the meetings
5. Appropriately engage with service providers and team members (no profanity, threats or hostile behavior)
6. Random drug screens/negative drug screens for 60 days; prior to level change
7. Engage with the Infant Mental Health Therapist to meet the emotional and physical needs of the children during therapeutic visitation
8. Attend 3 community support or AA/NA meetings per week

#### **Level 2:**

Minimum of three (3) months in length:

1. Participate in the required substance abuse treatment
2. Attend all parenting time visits; including therapeutic visits
3. Participate in services and attend all appointments as identified in the parent agency agreement and court order
4. Attend team meetings, provide accurate information to the team, and follow action steps identified in the meetings
5. Appropriately engage with service providers and team members (no profanity, threats or hostile behavior)
6. Random drug screens/negative drug screens for 60 days; prior to level change
7. Engage with the Infant Mental Health Therapist to meet the emotional and physical needs of the children during therapeutic visitation
8. Attend 3 community support or AA/NA meetings per week and seek out a sponsor

### **Level 3:**

Minimum of three (3) months in length:

1. Participate in the required substance abuse treatment
2. Attend all parenting time visits; including therapeutic visits
3. Participate in services and attend all appointments as identified in the parent agency agreement and court order
4. Attend team meetings, provide accurate information to the team; follow action steps identified in the meetings
5. Appropriately engage with service providers and team members (no profanity, threats or hostile behavior)
6. Random drug screens/negative drug screens for 90 days; prior to level change
7. Engage with the Infant Mental Health Therapist to meet the emotional and physical needs of the children during therapeutic visitation
8. Attend 3 community support or AA/NA meetings per week
9. Be able to provide safe and suitable housing free of drugs and alcohol
10. Have a legal source of income and be able to develop and manage a balanced household budget utilizing all available resources

## **SECTION 5 - PURPOSE**

Genesee County in collaboration with the 7th Circuit Court of Genesee County Drug Court Programs, seeks to secure a Contractor(s) to provide Substance Abuse Counselors (SAC) for care coordination in pre-court meetings, court hearings, delivery of treatment services, and clinical documentation into the Drug Court Case Management Information System (DCCMIS). The Proposer(s) must be in good standing; must currently have, and maintain a contractual relationship with Genesee Health Systems to provide treatment for substance dependence and co-occurring diagnoses/disorders. Additionally, the treatment services must be delivered through the successful Proposer(s) contractual relationship with Genesee Health Systems (GHS); thus allowing accessibility to Medicaid, block grants, and other available funding through the Coordinating Agency. The successful CONTRACTOR must also maintain all licensures/standards that would allow for them to serve those clients who fund their treatment through private insurances.

Existing funding for the Drug Court Programs is in place through September 30, 2015. Continuation of funding is sought through annual applications for the Michigan Drug Court Grant Programs, Byrne Jag Memorial Grant, and Urban Drug Court Initiative Grant. The following is an overview of the service delivery plan.

## **SECTION 6 - SCOPE OF WORK**

The CONTRACTOR's treatment site must be located within a 5 mile radius of the Genesee County Circuit Court located at 900 S. Saginaw St. Flint, MI. 48502. In addition, The CONTRACTOR agrees to undertake, perform, and complete the following in accordance with the terms and conditions as defined:



1. The CONTRACTOR shall minimally offer and be licensed according to all local, state, and federal substance abuse provider licensing standards to provide Outpatient, Intensive Outpatient and Enhanced Outpatient services, and designate Master's Level Substance Abuse Counselor(s) (SAC) that will act as primary clinical substance abuse practitioners and case managers for the participant.
2. The CONTRACTOR shall currently have and maintain contractual relationship to provide substance abuse and co-occurring services in good standing with Genesee Health Systems (GHS) to minimally include:
  - i. GHS Management Information Requirements
  - ii. GHS Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance Requirements;
  - iii. GHS Limited Proficiency/Hearing Impaired (LEP/HI) Policy Requirements;
  - iv. GHS Accommodation of Needs
  - v. GHS Personnel Requirements
  - vi. GHS Cultural Competency Standards
  - vii. All other contractual obligations.
3. The CONTRACTOR shall have a Psychiatrist and Psychologist on staff for evaluations, assessments, medication reviews, etc. The Psychiatrist and Psychologist shall be available for consults with the drug court staff. The use of these services are to be part of the referral and coordination responsibilities of the CONTRACTOR, at no additional costs to GENESEE COUNTY.
4. The CONTRACTOR and its designated SAC's will participate as active members of the drug court team to facilitate ongoing communication.
5. The CONTRACTOR shall access funding (Medicaid, block grants, etc.) for treatment services through contractual relationship with Genesee Health Systems (GHS) for drug court participants.

The CONTRACTOR shall accept commercial/private insurances as a form of payment to be able to provide services to participants who are not Medicaid, block grants, etc. eligible
6. The CONTRACTOR will designate one (1) SAC to represent the therapeutic team at each weekly pre-court review and court hearings (approximately 3-4 hours) for the Adult Felony Drug Court, Urban Drug Court Initiative, Family Dependency Treatment Court, and the Infant and Toddler Treatment Court (Baby Court); along with the Judge and the other members of the team such as probation officers, defense attorney, parent and child attorneys, and compliance staff.
7. The CONTRACTOR shall provide SAC's who can conduct clinical assessments at the Genesee County Courthouse and the Genesee County Jail upon request.

8. The CONTRACTOR and its designees shall participate in continuous and timely (72 hours) data entry for each participant in the Drug Court Case Management Information System (DCCMIS) that includes session journal notes, progress in treatment, treatment plans and referrals/follow-up for ancillary services.
9. The CONTRACTOR shall address victimization and trauma issues utilizing “Seeking Safety” model.
10. The CONTRACTOR shall utilize evidence-based interventions appropriate to the population served.
11. The CONTRACTOR shall provide gender-specific group therapy services.
12. The CONTRACTOR shall facilitate referrals and / or provide any care coordination/level of care change needs and for all primary addiction, mental health and medical conditions.
13. The CONTRACTOR shall provide through referral, coordination and monitoring treatment needs that cannot be met by the SAC (e.g. residential treatment, domestic violence, special populations).
14. The CONTRACTOR shall provide specific procedures to ensure program and fiscal accountability.
  - i. Maintain a record management system that protects confidentiality and provides a complete record of program activity for each participant.
  - ii. Participate in program reviews as prescribed by the local Steering Teams, Genesee County and per contractual agreement with Genesee County Community Mental Health.
15. The CONTRACTOR shall use all funds for only the Adult Felony Drug Court, Urban Drug Court Initiative, Family Dependency Treatment Court and Infant and Toddler Treatment Court as identified herein.
16. The CONTRACTOR shall submit monthly invoices for billing to the Drug Court department in the manner proscribed by the Drug Court Office; no later than the 8<sup>th</sup> of the month.
17. The CONTRACTOR shall provide a written report to the Drug Court Supervisor of participants who have delinquent accounts after they attended 3 appointments without payment.

## **SECTION 7 - QUALIFICATIONS OF PROPOSERS**

1. The Proposer(s) must be in good standing; must currently have, and maintain a contractual relationship with Genesee Health Systems to provide treatment for substance dependence and co-occurring diagnoses/disorders.

2. Additionally, the treatment services must be delivered through the successful Proposer(s) contractual relationship with Genesee Health Systems (GHS); thus allowing accessibility to Medicaid, block grants, and other available funding through the Coordinating Agency.
3. The successful proposer must also maintain all licensures/standards that would allow for them to serve those clients who fund their treatment through private insurances.

## **SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS**

### **A. NATURE OF SERVICES PROPOSED**

1. Business Organization  
State the full name and address of your organization's corporate headquarters and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work.
2. Program Service Description  
Provide a clear, concise description of the specific services that will be provided including how you propose to provide services for the identified drug court population(s). Be sure to discuss your outpatient, intensive outpatient and enhanced outpatient services.
3. Admission process
  - a. How is admission determined?
  - b. Describe the process of confirming eligibility of funding through GHS for uninsured, Medicaid and commercially insured participants and how quickly you are able to resolve barriers to promote rapid engagement in treatment.
  - c. Describe the length of time it takes to obtain appointments for orientation and intakes and who is responsible for conducting these appointments?
  - d. Please describe the length of time and how the transition into treatment services occurs after the orientation and intake are complete.
  - e. Please describe how you will accommodate providing clinical assessments /interviews to participants who require this service inside the county jail and how quickly you will be able to respond to this request when asked by the Drug Court Office.
4. Evidence-based practice and treatment interventions  
Describe the commitment to evidenced-based practices and specific interventions that the agency will use with the drug court population, including gender-specific groups utilizing the "Seeking Safety" model.
5. Drug Court Team Processes  
Describe the manner in which the identified SAC(s) will participate in the Drug Court team processes for the 4 drug court programs identified in the scope of work. Please be sure to address the SAC's court attendance requirement, and

how the SAC will communicate with the Drug Court staff regarding the participant's progress or lack of progress in treatment, etc., -- outside of court sessions.

6. Referrals/Ancillary Services

Describe your program's access to referrals and ancillary services, (i.e. vocational, educational, housing, residential treatment and medical services).

7. Database Management

Describe the agency's ability to access and utilize the web-based Drug Court Case Management and Information System to input data within 48 hours.

**B. COST EFFECTIVENESS OF SERVICES PROPOSED**

1. Proposed cost for providing SAC court attendance for the first year. Cost for the additional renewal years can be provide as additional information which will help with planning and selection, but is not mandatory. Complete the Cost Proposal Page, page 23.
2. Proposed cost for providing SAC documentation and data entry for the first year. Cost for the additional renewal years can be provide as additional information which will help with planning and selection, but is not mandatory. Complete the Cost Proposal Page, page 23.
3. Proposed method of billing.

**C. EXPERIENCE DELIVERING TREATMENT TO THE PROPOSED POPULATIONS**

1. Describe agency experience working with mothers and fathers active with Department of Health and Human Services for civil charges of neglect and abuse of children due to addiction problems.
2. Describe agency experience working with the felony offender population where substance abuse is a contributing factor.
3. Describe agency experience with coordinating services, including psychiatric /psychological services and medication review, for the dual diagnosed population.
4. Describe agency experience with coordinating medical services for the proposed population(s). Please also describe how communication regarding medical concerns will be established with the drug court staff.

**D. ORGANIZATIONAL CAPACITY AND EXPERIENCE TO PROVIDE REQUIRED SERVICES**

In this section the proposer should provide any information that shows the organization's (and subcontractors if applicable) capacity to provide the services they propose. Include a description of any similar programs which you have carried out.

1. Staff capability: please attach resumes
2. Describe the experience and success your organization (or your sub-contractor) has in providing similar services to people who have addiction and dual disorders.

3. If your organization has not had experience providing services to the target population, describe the population groups you have served, and explain why the experience is relevant.
4. Include quantifiable outcomes which prove past effectiveness in providing services to the target (or similar) population group.
5. Fiscal Stability, attach copy of most recent Financial Statement.
6. Provide evidence of current contract with GHS with positive standing.
7. Attach copy of current License/Certification (if applicable) to provide this service

If any of the above requests for information do not apply to the service you are proposing to offer, reply with “**Not Applicable**”.

#### **E. COUNTY REQUIRED DOCUMENTATION**

1. Cost Proposal Page: See page 23.
2. Statement of Exceptions: See Section 1.7 for clarification. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead.
3. Signed Signature Page: See page 24 of this solicitation.
4. Executed Insurance Checklist: See page 25 of this solicitation.
5. References: See page 26 of this solicitation. Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. The contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and the scope of services performed by the proposer

### **SECTION 9 - EVALUATION CRITERIA & SELECTION PROCEDURE**

Review Process: It is the intent of Genesee County to conduct a comprehensive, fair and impartial evaluation of all proposals received. Genesee County will award the contract to the most capable, eligible respondent whose proposal is in the best interest of Genesee County. The Drug Court in conjunction with the Selection Team, reserves the right to make an award without further discussion of the proposals submitted

Qualified individuals or firms interested in providing the product and services described herein are required to submit a complete (responsive) proposal for consideration. The proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for rejection of proposal as non-responsive.

1. Submission of Proposals: All proposals shall include a signed original complete with a cover page, three (3) additional hardcopies and an electronic copy of the entire proposal. These documents will become part of the contract.

2. Non-responsive Proposals: Proposals may be judged non-responsive and removed from further consideration if any of the following occur:
  - The proposal is not received in a timely manner in accordance with the terms of this RFP
  - The proposal does not follow the specified format
  - The proposal is not adequate to allow a judgment by the reviewers.
  
3. Evaluation Criteria: Evaluation of each proposal will be based on the following criteria. Each of the four criteria has a 1-15 point range, for a maximum of 60 points. Any respondent using a subcontractor to provide services must provide identical information for the subcontractor.
  - a. Nature of Services Proposed
  - b. Cost Effectiveness of Services Proposed
  - c. Experience delivering treatment to the proposed population
  - d. Organizational Capacity and Experience to Provide Required Services

# COST PROOSAL PAGE

## GENESEE COUNTY RFP #15-066

### CONTRACTOR'S FEES

Initial 1 year Term (10/1/15 – 9/30/16):

- Provide Cost for SAC (1 designated person to represent agency and participants) to attend pre-court and hearings. \$\_\_\_\_\_ per hour

Adult Felony-Byrne Jag Grant: Weekly cap 3 hours

Urban Drug Court Initiative: Weekly cap 3 hours

Family Dependency Court: Weekly cap 3 hours

- Cost for staff time for data entry: \$\_\_\_\_\_per quarter hour unit (15 minutes).

Adult Felony-Byrne Jag Grant: Per year cap-400 hours or 1600 units

Urban Drug Court Initiative: Per year cap-400 hours or 1600 units

Family Dependency Court: Per year cap-250 hours or 1000 units

Initial 1 year Term (10/1/15 – 9/30/16):

Position	Hourly cost	Total hours in the year based on 50 weeks for the year	Maximum Annual \$ amount
SAC Byrne Jag Grant		150	
SAC Urban Drug Court Initiative		150	
SAC Family Dependency Court		150	
Data Entry Byrne Jag Grant		400	
Data Entry Urban Drug Court Initiative		400	
Data Entry Family Dependency Court		250	
		<b>Total Proposed Cost</b>	

## SIGNATURE PAGE

### GENESEE COUNTY RFP #15-066

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda \_\_\_\_\_ issued as part of the RFP:

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

#### **Contact Person**

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFP.

\_\_\_\_\_  
CONTACT NAME POSITION

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
PHONE FAX



## GENESEE COUNTY INSURANCE CHECKLIST

**Proposal Title** Substance Abuse Treatment Services for Genesee County Drug Court Programs

**Proposal Number** 15-066

<u>Coverages Required</u>	<u>Limits (Figures denote minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease
<input checked="" type="checkbox"/> 3. General Liability	\$500,000 policy limit, disease Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 7. The certificate must state Proposer number and title	
<input checked="" type="checkbox"/> 8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Evidence of Addition Insured under Blanket coverage within the policy language is also acceptable. However, a copy of the language applicable to this must be provided.	

### 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 #8 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.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
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 04/08/2010

## REFERENCES

List 3 references of similar projects

Submitted by: \_\_\_\_\_

---

1. Company

Phone Number

---

Contact Name and Position

E-mail Address

---

Address

---

Type of Work/ Project

\$  
Dollar Amount of the Project

---

Project Description

---

2. Company

Phone Number

---

Contact Name and Position

E-mail Address

---

Address

---

Type of Work/ Project

\$  
Dollar Amount of the Project

---

Project Description

---

3. Company

Phone Number

---

Contact Name and Position

E-mail Address

---

Address

---

Type of Work/ Project

\$  
Dollar Amount of the Project

---

Project Description

## 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

Execution of this Agreement is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

### 2. Term

#### 2.1 Initial Term

The initial term of this Contract commences on October 1, 2015 and shall be effective through September 30, 2016 (the "Initial Term").

#### 2.2 Extension Terms

The County has the option to extend this Contract for up to four (4) additional one year terms (the "Extension Terms").

Proposed rate(s) for the renewal years must be included on the financial proposal form and be submitted to the Drug Court Office by August 28th, of the current contract year. The cost for the extended periods will be agreed upon by Genesee County, and the Service Provider, and will be based on future funding, and allocations made available, if any, for this service by the Drug Court Administration Team.

### 3. Scope of Work

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

### 4. Compensation

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$ \_\_\_\_\_. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

**5. Taxes.**

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

**6. 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.

**7. Warranties**

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 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.

**8. Suspension of Work**

**8.1 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.

**8.2 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.

## **9. Termination**

### **9.1 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.

### **9.2 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.

### **9.3 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.

### **9.4 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.

**10. Not Applicable**

**11. 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.

**12. Freedom of Information Act**

This Contract and all attachments, as well as any 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".

**13. 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.

**14. Audit Rights**

**14.1 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.

**14.2 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.

14.3 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.

14.4 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.

**15. Identity Theft Prevention**

15.1 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.

15.2 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.

**16. 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 B and keep such insurance coverage in force throughout the life of this Contract.

16.1 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.

16.2 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.

## **17. Independent Contractor**

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

## **18. General Provisions**

### **18.1 Entire Contract**

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

18.1.1. The Contract – This Professional Services Contract

18.1.2. Exhibit A – The Scope of Work

18.1.3. Exhibit B – The Insurance Checklist

18.1.4. Exhibit C – The Contractor's Fees

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.

### **18.2 No Assignment**

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

### **18.3 Modification**

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

### **18.4 Binding Effect**

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

### **18.5 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.

### **18.6 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.

18.7 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.

18.8 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.

18.9 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.

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 W. Curtis, Chairperson  
Board of County Commissioners

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

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

Approved as to form:

\_\_\_\_\_  
Prosecuting Attorney – Civil Division

EXHIBIT A  
Description of the Services

The CONTRACTOR's treatment site must be located within a 5 mile radius of the Genesee County Circuit Court located at 900 S. Saginaw St. Flint, MI. 48502. In addition, The CONTRACTOR agrees to undertake, perform, and complete the following in accordance with the terms and conditions as defined:

1. The CONTRACTOR shall minimally offer and be licensed according to all local, state, and federal substance abuse provider licensing standards to provide Outpatient, Intensive Outpatient and Enhanced Outpatient services, and designate Master's Level Substance Abuse Counselor(s) (SAC) that will act as primary clinical substance abuse practitioners and case managers for the participant.
2. The CONTRACTOR shall currently have and maintain contractual relationship to provide substance abuse and co-occurring services in good standing with Genesee Health Systems (GHS) to minimally include:
  - i. GHS Management Information Requirements
  - ii. GHS Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance Requirements;
  - iii. GHS Limited Proficiency/Hearing Impaired (LEP/HI) Policy Requirements;
  - iv. GHS Accommodation of Needs
  - v. GHS Personnel Requirements
  - vi. GHS Cultural Competency Standards
  - vii. All other contractual obligations.
3. The CONTRACTOR shall have a Psychiatrist and Psychologist on staff for evaluations, assessments, medication reviews, etc. The Psychiatrist and Psychologist shall be available for consults with the drug court staff. The use of these services are to be part of the referral and coordination responsibilities of the CONTRACTOR, at no additional costs to GENESEE COUNTY.
4. The CONTRACTOR and its designated SAC's will participate as active members of the drug court team to facilitate ongoing communication.
5. The CONTRACTOR shall access funding (Medicaid, block grants, etc.) for treatment services through contractual relationship with Genesee Health Systems (GHS) for drug court participants.  
The CONTRACTOR shall accept commercial/private insurances as a form of payment to be able to provide services to participants who are not Medicaid, block grants, etc. eligible
6. The CONTRACTOR will designate one (1) SAC to represent the therapeutic team at each weekly pre-court review and court hearings (approximately 3-4 hours) for the Adult Felony Drug Court, Urban Drug Court Initiative, Family Dependency Treatment Court, and the Infant and Toddler Treatment Court (Baby Court); along with the

Judge and the other members of the team such as probation officers, defense attorney, parent and child attorneys, and compliance staff.

7. The CONTRACTOR shall provide SAC's who can conduct clinical assessments at the Genesee County Courthouse and the Genesee County Jail upon request.
8. The CONTRACTOR and its designees shall participate in continuous and timely (72 hours) data entry for each participant in the Drug Court Case Management Information System (DCCMIS) that includes session journal notes, progress in treatment, treatment plans and referrals/follow-up for ancillary services.
9. The CONTRACTOR shall address victimization and trauma issues utilizing "Seeking Safety" model.
10. The CONTRACTOR shall utilize evidence-based interventions appropriate to the population served.
11. The CONTRACTOR shall provide gender-specific group therapy services.
12. The CONTRACTOR shall facilitate referrals and / or provide any care coordination/level of care change needs and for all primary addiction, mental health and medical conditions.
13. The CONTRACTOR shall provide through referral, coordination and monitoring treatment needs that cannot be met by the SAC (e.g. residential treatment, domestic violence, special populations).
14. The CONTRACTOR shall provide specific procedures to ensure program and fiscal accountability.
  - i. Maintain a record management system that protects confidentiality and provides a complete record of program activity for each participant.
  - ii. Participate in program reviews as prescribed by the local Steering Teams, Genesee County and per contractual agreement with Genesee County Community Mental Health.
15. The CONTRACTOR shall use all funds for only the Adult Felony Drug Court, Urban Drug Court Initiative, Family Dependency Treatment Court and Infant and Toddler Treatment Court as identified herein.
16. The CONTRACTOR shall submit monthly invoices for billing to the Drug Court department in the manner proscribed by the Drug Court Office; no later than the 8<sup>th</sup> of the month.
17. The CONTRACTOR shall provide a written report to the Drug Court Supervisor of participants who have delinquent accounts after they attended 3 appointments without payment.

EXHIBIT B  
Insurance Checklist

**Proposal Title** Substance Abuse Treatment Services for Genesee County Drug Court Programs

**Proposal Number** 15-066

<b>Coverages Required</b>	<b>Limits (Figures denote minimums)</b>
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 7. The certificate must state Proposer number and title	
<input checked="" type="checkbox"/> 8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Evidence of Addition Insured under Blanket coverage within the policy language is also acceptable. However, a copy of the language applicable to this must be provided.	

EXHIBIT C  
Contractor's Fees