



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG
1101 BEACH STREET, ROOM 361,
FLINT, MICHIGAN 48502
Phone: (810) 257-3030 Fax (810)257-3560

May 14, 2019

GENESEE COUNTY REQUEST FOR PROPOSAL

Genesee County is accepting proposals for on-site Physician Services on behalf of the Genesee County Valley Regional Center. 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.

Sealed proposals will be received at:

Genesee County Purchasing Department,
1101 Beach Street, Room 361,
Flint, MI, 48502

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:

Proposal Number: # 19-190

Proposal Name: Physician Services GVRC

Proposal DUE DATE: 3:00 p.m. (EDT), Thursday, June 13, 2019

Questions due by: Wednesday, May 29, 2019 by 5:00 p.m. (EDT)

Noel Roan

Ms. Noel Roan, Purchasing Manager

bid2\2019\19-190
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
gc4me.com

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SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m., Thursday, June 13, 2019** at the Genesee County Purchasing Department. The hours of operation are 8:00 a.m. to 5:00 p.m., 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.**

Genesee County Purchasing Dept.
Administrative Building
1101 Beach Street, Room 361
Flint, MI, 48502.

2. **Submit one (1) original hardcopy (1) copy and one (1) electronic copy** of your proposal to the Genesee County Purchasing office. The proposal must include a signature on the Signature Page of a person authorized to make a binding offer. 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. Each copy must be identical to the original. All proposals become the property of Genesee County. Failure to provide the required number of duplicate copies may result in rejection of your proposal.
3. Michigan Inter-governmental Trade Network – an alternate review of RFP can be done at <https://www.bidnetdirect.com/mitn>.
 - a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site.
 - b. To register with Michigan Inter-governmental Trade Network (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities.
 - c. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. Additionally, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies.
 - d. Please call Michigan Inter-governmental Trade Network support department toll free 1-800-835-4603 for help registering.
4. 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.
5. 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.

6. 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.
7. 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.
8. 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 indemnify 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. Preference for Genesee County Businesses and Veteran-Owned Businesses: Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals. Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
10. Proposal Format: Proposals must be submitted in the format outlined in Section 7. INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS AND CONDITIONS

1. Review Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link.
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf>

SECTION 3 - ADDITIONAL TERMS AND CONDITIONS

1. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee Valley Regional Center. The contact person is Noël Roan, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, (810) 257-3030 and nroan@co.genesee.mi.us.
2. **Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than Wednesday, May 29, 2019 by 5:00 p.m. (EDT), to the Purchasing Department contact 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.

3. **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.co.genesee.mi.us/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
4. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format provided in Section 6. 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.
5. **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.
6. **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 to the Genesee County Purchasing Department contact as listed above.
7. **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.
8. **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.

SECTION 4 – INSURANCE

1. All proposers shall submit an executed Insurance Checklist as required for responsiveness. Should your proposal be successful, requisite insurances according to the specifications as detailed on the Insurance Checklist must be provided prior to any Contract Award as a result of this RFP. Genesee County must be listed as an additional insured on any insurance certificate issued due to any contract award subsequent to this RFP.

2. Insurance Checklists vary from one RFP to another, due to distinct and different Scopes of Services. Each checklist is labeled with a corresponding RFP Number and Title and, therefore, must be executed separately for each RFP.
3. Proof of Professional Liability (Medical Malpractice) is required whenever services will provide medical or health related services, inclusive of both physical and/or mental health assessments.

SECTION 5 - SCOPE OF WORK

A. PURPOSE

Genesee County is requesting proposals to contract with a licensed physician to provide medical services for juveniles detained at the Genesee Valley Regional Center (GVRC) The GVRC provides secure residential detention for male and female juveniles 10 through 17 years of age who have been court ordered into secure detention. The average length of stay is one (1) month. The average number of residents is thirty five (35). All equipment, pharmaceuticals, etc., will be provided by the County. This facility operates 24 hours a day 365 days a year. Medical services will be provided onsite at:

GVRC
4287 W. Pasadena Avenue
Flint, Michigan 48504.

B. DESCRIPTION OF PHYSICIAN SERVICES

1. Provide medical examinations within forty-eight (48) hours of admission.
2. Provide routine medical treatment, emergency consultations, annual physical examinations on clients, and co-supervise hospital care as requested.
3. Provide other on-site requested or required medical services and adequately document all services rendered.
4. Provide required testimony if subpoenaed to testify in court or at a hearing regarding a client of the Center.
5. Other medical services as required will be timely provided.
6. Coverage shall be an On-call (by phone) 24/7 operation.
7. Provide up to 2 hours of onsite medical services on Monday, Wednesday, and Friday between the hours of 8:00 am - 5:00 pm.
 - a. The 2 hour timeframe between 8:00 am - 5:00 pm on Monday, Wednesday, and Friday is negotiable.

C. EVALUATION REPORTING REQUIREMENTS

1. The Contractor shall submit to Genesee County monthly reports that indicate the status and effectiveness of activities performed as a result of this proposal. Pertinent medical data shall be collected and compiled on each client.

D. CLIENT RECORDS

1. For each eligible client served, the Contractor shall maintain client case records consisting of:
 - a. Date of contact with client
 - b. Problem identification
 - c. Type of medical care provided

- d. Significant contacts with client and significant events
- e. Other material as may be specified by Genesee County

E. SERVICE DOCUMENTATION

1. The Contractor agrees to maintain program records and program statistical records, and to produce program narrative and statistical data at times prescribed by, and on forms furnished by, Genesee County.

F. REVIEW AND MONITORING OF REPORTS

1. The Contractor shall comply with all program and fiscal reporting procedures as are or may hereinafter be established by Genesee County. The Contractor shall also comply with all reporting procedures established by Genesee County in completion of monitoring and progress reports at time intervals and on forms, in formats, and by means specified by Genesee County. In particular, reports or billing documents denoting event dates shall record month, day, and year as specified by Genesee County. Any additional reports as deemed necessary by Department of Human Services (DHS) shall be made and submitted by the Contractor upon request.

G. EXAMINATION AND MAINTENANCE OF RECORDS

1. The Contractor shall permit Genesee County or any of its identified agent's access to the facilities being used at any reasonable time to observe the operation of the program. Further, the Contractor shall retain all books, records, or other documents relevant to this Contract for six (6) years after final payment, at the contractor's cost, and Federal auditors and any persons duly authorized by Genesee County shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the six-year period and extends past that period, all documents shall be maintained until the audit is completed. Genesee County shall provide findings and recommendations of audits to the Contractor. Genesee County shall adjust future payments or final payment if the findings of an audit indicate over or under-payment to the Contractor in the period prior to the audit. If no payments are due and owing the Contractor, the Contractor shall immediately refund all amounts which may be due Genesee County. The Contractor shall assure, as a condition of any sale or transfer of ownership of the contractor agency, that the new purchasers or owner maintains the above-described books, records, or other documents for any unexpired portion of the six-year period after final payment under this Contract or the Contractor shall otherwise maintain said records as Genesee County may direct. The Contractor shall, if he ceases business operations, maintain the records as Genesee County may direct.
2. The Contractor shall, as a provision of the Agreement between the Contractor and the auditor, assure that the DHS may make reasonable inquiries of the auditor relating to audit work papers and, furthermore, that Genesee County may review the auditor's work papers in support of the audit.

H. FISCAL REQUIREMENTS

1. The Contractor shall maintain a record system that documents the total number of units of services as defined in this proposal and delivered during the term of this contract. These records shall also document the specific units billed to Genesee County under this contract.
2. The Contractor shall also maintain detailed accounting records that establish the cost of providing the total number of units of service as well as those units billed to Genesee County under this contract.

I. BILLING PROCEDURE

1. The Contractor shall submit a monthly statement of hours of medical service (to the nearest sixth of an hour) to Genesee County. The statement shall accurately represent the hours of service delivered, the reimbursement rate by type of service, the total amount being claimed and the number of clients served. The statement shall be submitted to Genesee County within thirty (30) days from the end of the monthly billing period. **For the month of September, billings shall be submitted as reasonably directed by the contract administrator to meet fiscal year end deadlines.** If the billing is not received as set forth above, no payment shall be made by Genesee County for that billing period unless an exception is specifically authorized by the director of the GVRC or his/her delegated representative. In no event shall Genesee County make payment to the Contractor for billings submitted more than ninety (90) days after the end of the billing period.
2. Genesee County shall make monthly payments to the Contractor approximately four weeks after receipt by Genesee County of the Contractor's monthly statement of expenditures.

J. CONFIDENTIALITY

1. The use or disclosure of information concerning juvenile inmates obtained in connection with the performance of this contract shall be restricted to purposes directly connected with the administration of the programs implemented by this contract.

SECTION 6 – TECHNICAL PROPOSAL**QUALIFICATIONS OF THE SUCCESSFUL OFFEROR**

1. In order to qualify for contract award, a proposer shall have the capability in all respects to perform the contract for physician services and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to the availability of the appropriate financial, material, equipment, facility, personnel, ability, and experience necessary to meet all contractual requirements. Include a narrative that addresses these qualifications in the submitted proposal.
2. Genesee County reserves the right to investigate the qualifications and experience of any prospective Contractor for the purpose of determining the ability of a prospective Contractor to provide the services as desired. The successful offeror/contractor shall have the following minimum qualifications.

3. **Core Competency:** The proposer must be organized for the purpose of providing health care services and be able to demonstrate quality care and presentation of Physician Services at GVRC as indicated in this solicitation.
 - A. The proposer must provide the following information:
 1. Education, include medical school and residency;
 2. Experience in medical facilities;
 3. Experience with adolescent residential facilities;
 4. Licensure and board certification;
 5. Skill inventory;
 6. Continuing education credits, staff development programs(s), or special preparation; and
 7. Current State of Michigan license.
4. **Years of Experience:** All proposers must list years of qualifying, direct experience, of Physician Services and have a minimum of **five (5) years** experience with proven effectiveness in Correctional (or related institutional) Health Care Services.
 - B. Describe the experience and success your organization has in providing similar services.
 1. Include quantifiable outcomes which prove past effectiveness in providing services to the target (or similar) population group.
 2. Staff Capability, attach resumes.
 - C. If your organization has not had experience providing services to people who have been incarcerated, describe the population groups you have served, and explain why the experience is relevant.
 1. Include quantifiable outcomes which prove past effectiveness in providing services to the target (or similar) population group.
 2. Staff Capability, attach resumes.
5. **Ability to Set Up:** The Proposer must have a proven ability for a contract start-up within one month of contract award. Describe how the description of Physician Services, listed in Scope of Work, will be accomplished.
6. **Professional Experience & Qualifications:** The Proposer must have qualified and trained staff with sufficient back-up personnel. The proposer's personnel and management to be utilized in the services required shall be knowledgeable in health care services with demonstrated expertise. The Proposer must have Central Office capability to supervise and monitor the program ensuring satisfactory provision of services. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.
7. **Financial Stability:** Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation. A credit check may be done by Genesee County. The Proposer must submit a copy of a current financial report of the company. If the company is a subsidiary or a division of a corporation, the relationship of the Proposer must be clearly delineated in the proposal.

8. **References:** The Proposer shall submit a list of three (3) references, including name of institution, address, contact person, email address and telephone number. A minimum of two (2) of these references must be correctional in nature. Genesee County reserves the right to obtain information regarding the ability of any prospective Contractor to perform and contact references. Such information shall be taken into consideration in evaluating proposals.

SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

1. NON-RESPONSIVE PROPOSALS

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP
- B. The proposal does not follow the specified format as presented in this **Section (7)**
- C. The proposal is not adequate to allow a judgment by the reviewers

2. RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:

1. Proposal submitted by the due date and time
2. One (1) Copy of Proposal in Electronic Format
3. One (1) original proposal (properly executed), clearly marked as such, and one (1) additional hard copies of your Proposal
4. Signature Page (attached)
5. Insurance Checklist (attached)
6. References Page (attached)
7. Statement of Exceptions (Section 3, 7) (*optional*)
8. Cost Proposal (attached)
9. Proposed Alternate Payment Schedule (*optional*)
10. Technical Proposal (Section 6). The written response shall be limited to no more than fifteen (15) single-sided, 8 ½ x 11 typewritten pages, in a business-style typeface with a font size of no less than 11 point.

SECTION 8 – EVALUATION AND SELECTION PROCEDURE

1. The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.
2. The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine the committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short list of proposals that are reasonably likely of being selected for award.
3. The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by

proposers, to carry out contract negotiations for the purpose of obtaining best and final offers, and/or conduct detailed reference checks on the short-listed proposers. Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.

4. Once the ranking process is complete, the Evaluation Committee will recommend a contract award to the Purchasing Department regarding the apparent successful proposer(s). Upon acceptance, a recommendation will be made to the Genesee County Board of Commissioners for approval. The final recommendation made to the Genesee County Board of Commissioners will be based on review of the final scores.
5. Subsequent to final selection and award by the Genesee County Board of Commissioners, a contract will be negotiated with the successful proposers. Upon the successful completion of negotiations, contracts will be presented to the Genesee County Board of Commissioners for approval.

SECTION 9 - EVALUATION CRITERIA

1. It is the intent of Genesee County to conduct a fair and comprehensive evaluation of proposals received. The Contract will be awarded to the proposer who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the evaluation criteria as seen below. Each criterion will be scored based upon the points indicated.
2. Evaluators use a ranking of 1 – 5 points for grading the responses to a RFP.
Points are defined as follows:
 - a. **Unresponsive (1pt)** to the requirements of the criteria. Submission fails to meet requirements and the approach has no probability of success.
 - b. **Marginally Effective (2pt):** Proponent's proposal demonstrates a minimal ability to reach the goals and objectives of the procurement. Falls short of expectations and has a low probability of success.
 - c. **Effective (3pt):** Proponent's proposal demonstrates a fair ability to reach the goals and objectives of the procurement. Partially meets requirements of the criteria. Has reasonable probability of success. Some objectives may not be met.
 - d. **Highly Effective (4pt):** Proponent's proposal demonstrates a good ability to reach the goals and objectives of the procurement. Fully responsive to the requirements of the criteria. Very good probability of success. Achieves all objectives in reasonable fashion.
 - e. **Outstanding (5pt):** Proponent's proposal exceeds expectation and demonstrates an excellent ability to reach the goals and objectives of the procurement. Exceeds all requirements of the criteria. The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative.

Evaluation Criteria	Weight %
Core Competency	25%
Years of Experience	30%
Ability to Set Up	15%
Professional Experience & Qualifications	15%
Financial Stability	10%
References	5%
Total	100%

COST PROPOSAL

PROJECT: Physician Services Genesee Valley Regional Center (GVRC)

NAME OF VENDOR: _____

SERVICE ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PHONE: _____

CONTACT EMAIL: _____

The undersigned vendor, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following bid:

Cost for Physician Services on site at GVRC:

Per visit charge (up to two hours) \$ _____

Cost per additional 10 minutes after Initial two hours \$ _____

Future rate increases will not exceed _____ % annually

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

PROPOSAL SIGNATURE:

Name (Print): _____

Signature: _____

Title: _____

Company: _____

Date: _____

REFERENCES

List 3 references

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

ATTACHMENT 1 – PROFESSIONAL SERVICES CONTRACT

This Agreement for Professional Services (the “Agreement”) is made this ___ day of _____, 20___, 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**, 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 RFP # 19-190 issued by the Genesee County Purchasing Department, and 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 Agreement is effective upon approval by the Genesee County Board of Commissioners (the “Board”) and shall be effective for a two (2) year term (the “Initial Term”).

2.2 Extension Terms

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

3. Purpose

Genesee County is requesting proposals to contract with a licensed physician to provide medical services for juveniles detained at the Genesee Valley Regional Center (herein referred to as GVRC) located at 4287 W. Pasadena Avenue, Flint, Michigan 48504. The GVRC provides secure residential detention for male and female juveniles 10 through 17 years of age who have been court ordered into secure detention. The average length of stay is one (1) month. This facility operates 24 hours a day 365 days a year.

4. Scope of Work

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

5. Compensation

The Contractor shall be paid according to the rates identified on the FINANCIAL COST PROPOSAL. 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 reports and time sheets. The County will pay the

Contractor within thirty (30) 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 Agreement is GCPRC (the "Contract Administrator"). The contract administrator for this Agreement is GCPRC (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Agreement. The Contractor agrees to provide a copy of all notices related to this Agreement to the Contract Administrator.

8. **Reporting Requirements**

During the term of this Agreement, 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 and Indemnification**

The Contractor warrants that:

- 10.1 The Services will be performed in a good 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 Agreement.

10.5 The Contractor will maintain a current Certificate To Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.

10.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability 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 Director, 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 Director 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 Director of the nature of such harm, injury, or damage, and obtain the Director's written authorization to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Director pursuant to this paragraph are compensable.

12. **Termination**

12.1 Termination for Cause

If the Contractor is in breach of any provision of this Agreement, 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 Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition for any other remedies provided by law or this Agreement, 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 Agreement constitutes a threat to public health, safety, or welfare, the County may terminate this Agreement immediately upon notice to the Contractor.

In addition for any other remedies provided by law or this Agreement, 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 Agreement 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.

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 Agreement 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 Agreement 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 Agreement.

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 Agreement 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 become the property of the County upon termination of this Agreement. Upon the County’s request, the Contractor agrees to convey all rights to and ownership of any 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 Agreement, or any payment or dispute related to this Agreement, 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 Agreement. If this Agreement 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 Agreement 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 Agreement. If this Agreement 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 Agreement and the terms of the applicable grant.

17.4 Records Retention

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

18. Insurance Requirements

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist contained in RFP #19-190. Further the contractor shall keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy. The Contractor further agrees to provide certificates of insurance to the county evidencing the coverages specified below, and including the County as an additional insured.

19. Independent Contractor

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

20. General Provisions

20.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

20.2 No Assignment

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

20.3 Modification

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

20.4 Binding Effect

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

20.5 Headings

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

20.6 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement 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.

20.7 Severability and Survival

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

20.8 Interpretation

Each Party has had opportunity to have this Agreement 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 Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

20.9 Remedies

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

[SIGNATURE PAGE FOLLOWS]

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

CONTRACTOR NAME

GENESEE COUNTY

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Jamie Curtis
Chairman Genesee County Board of
Commissioners

Approved as to Form and Legality

By: _____
Genesee County Corporation Counsel

DRAFT

EXHIBIT A
Description of the Services

DESCRIPTION OF PHYSICIAN SERVICES

1. Provide medial examinations within forty-eight (48) hours of admission.
2. Provide routine medical treatment, emergency consultations, annual physical examinations on clients, and co-supervise hospital care as requested.
3. Provide other on-site requested or required medical services and adequately document all services rendered.
4. Provide required testimony if subpoenaed to testify in court or at a hearing regarding a client of the Center.
5. Other medical services as required will be timely provided.
6. Coverage shall be an On-call 24/7 operation and provide up to 2 hours of onsite medical services on Monday, Wednesday, and Friday.

DRAFT

EXHIBIT B
Reports Required from the Contractor

DRAFT

EXHIBIT C
Contractor's Projected Budget
Date to Date

DRAFT

EXHIBIT D
Insurance Checklist

DRAFT