



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

www.gc4me.com

March 4, 2019

GENESEE COUNTY REQUEST FOR PROPOSALS #19-169

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, April 4, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **LEGAL SERVICES FOR CHILDREN**.

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 or at the website www.gc4me.com.

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, April 4, 2019
SUBMISSION OF QUESTIONS DUE: 12:00 p.m. (EDT), Monday, March 18, 2019
PROPOSAL REQUEST NUMBER: #19-169

Derrick Jones, Purchasing Administrator

bid2\2019\19-169
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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RFP #19-169 LEGAL SERVICES FOR CHILDREN

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, April 4, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department 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.**
2. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
3. **Submit one original, one 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 MITN site for this offering.
4. Michigan Inter-governmental Trade Network – an alternate review of the LEGAL SERVICES FOR CHILDREN 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. As a vendor, you can 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. 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 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. 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. See 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 & CONDITIONS

1. **Purpose**: Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms who can provide legal counsel to minor children in child protective proceedings, to include termination of parental rights proceedings. It also includes legal counsel to minor children in delinquency proceedings. Other legal services are required on an infrequent basis.
2. **Issuing Office**: This RFP is issued by the Genesee County Purchasing Department on behalf of the Family Division of the 7th Judicial Circuit Court for Genesee County. The contact person is Derrick Jones, Purchasing

Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and djones@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 **noon, Monday, March 18, 2019** 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 no later than **Wednesday, March 20, 2019**.
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. **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.
6. **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.
7. **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 noon, Monday, April 1, 2019, to the Genesee County Purchasing Department as listed above.
8. **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.
9. **Disadvantaged, Minority & Women-Owned Business Enterprise:** The County hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this solicitation, Disadvantaged, Minority and

Women-Owned Business Enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for award. Proposers are encouraged to provide to the county, attorneys with a variety of experience levels in the area of criminal defense.

10. **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 - QUALIFICATIONS OF PROPOSERS

In order to qualify for award, a proposer shall have the capability in all respects to perform the work with 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, expertise and experience necessary to meet all court requirements.

No proposal will be considered from any proposer lacking the capability, qualifications and the necessary experience for providing the services of a character similar to that required in this solicitation.

Proposals may be submitted by individual attorneys, groups of attorneys, or firms.

Any attorney(s) submitting proposals must have all of the following qualifications:

- Juris Doctorate degree from an ABA accredited law school
- Licensed to practice law in Michigan
- Member in good standing of the Michigan State Bar
- Carry professional liability insurance
- Demonstrated legal experience related to the representation of children in child protective proceedings and delinquency proceedings or similar experience.
- Understand and comply with applicable Federal and State Statutes
- Understand and comply with applicable Michigan Court Rules
- Understand and comply with Michigan Rules of Professional Conduct
- Demonstrated Financial Stability
- Attorneys will be required to provide proof of attendance of at least 12 hours per contract year of continuing legal education (CLE) related to the delivery of legal services to minor children in child protective proceedings and/or legal services to minor children in delinquency proceedings or related subject matter.

Maintain appropriate means of contact, including:

- Office telephone/cell phone
- Fax machine
- E-mail address
- Internet access

SECTION 5 – INTRODUCTION, GENERAL INFORMATION, AND OVERVIEW

Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide legal counsel to minor children in child protective proceedings, to include termination of parental rights proceedings. It also includes legal counsel to minor children in delinquency proceedings. Other legal services are required on an infrequent basis. The services include appointment as the guardian ad litem (GAL) in the following: (1) minor guardianship petitions (2) proposed adoptee in adoption proceedings (3) minor at a post-termination review (PTR) hearing (4) parental waiver hearings (5) designation hearings for delinquency petitions and (6) juvenile mental health court.

GENERAL INFORMATION

The Family Division of the 7th Judicial Circuit Court for Genesee County (herein known as the Court) is authorized to appoint legal counsel to represent minor children in court proceedings related to juvenile matters, defined as petitions related to child protective or delinquency proceedings. In addition, there are limited circumstances when legal counsel is appointed to represent minor children in other instances, as more fully set forth in subsequent sections of this proposal. Attorney fees are included in the operational budget of the Court.

PROGRAM OVERVIEW

Four (4) Family Division Judges preside over matters related to juveniles. Those matters include child protective and delinquency proceedings. There are also three (3) full-time Attorney Referees who assist the judges, conducting preliminary hearings, reviews and other hearings as may be directed.

The Court is seeking comprehensive proposal to provide legal services on behalf of minor children consistent with MCL 712A.17d. The services include representation at preliminary hearings, through final disposition and review. Appeals are included in the scope of work.

Each entity submitting a proposal should describe their proposed service plan and explain how it meets the objectives of the Court.

Each entity submitting a proposal should describe the proposed service plan and explain how it will comply with the *ABA Standards of Practice For Lawyers Who Represent Children In Abuse And Neglect Cases* and *NJDC National Juvenile Defense Standards*.

<https://njdc.info/wpcontent/uploads/2013/09/NationalJuvenileDefenseStandards2013.pdf>

SECTION 6 - SCOPE OF WORK

The scope of work includes representation of minor children in child protective proceedings, to include termination of parental rights proceedings. It also includes

representation of minor children in delinquency proceedings, except for those instances when the juvenile is charged with a serious felony and prosecuted as an adult.

Caseload Information

New Filings	2016	2017	2018
Delinquency Petitions	966	919	711
Child Protective Petitions	399	458	443
Termination Petitions (at initial filing)	48	84	84
Termination Petitions (after initial filing)	47	52	58

There are additional legal services required on an infrequent basis. The services include appointment as the guardian ad litem (GAL) in the following: (1) minor guardianship petitions (2) proposed adoptee in adoption proceedings (3) minor at a post-termination review (PTR) hearing (4) parental waiver hearings (5) designation hearings for delinquency petitions and (6) juvenile mental health court.

The frequency of the additional legal services set forth above is estimated as follows:

Minor guardianships	10 cases per year
Adoptee representation	10 cases per year
PTR hearings	30 cases per year
Parental Waiver hearings	5 cases per year
Designation Proceedings	5 cases per year
Juvenile Mental Health Ct.	20 cases per year

The frequency estimates are based on recent court data and may not represent the actual number of cases in which legal representation may be required.

If a petition involves more than one child, each child is counted as one petition. If a delinquency petition involves more than one charge, each charge is counted as one petition.

Proposals should contemplate delivery of legal services to the family division bench, not specific judges. Include a description of the number of attorneys and support staff who would be assigned to this scope of work. Please include sufficient detail that would enable the Court to evaluate your proposal, including the experience of the attorneys, total amount of compensation requested and the method used to determine compensation.

Proposals must provide that one attorney will be assigned to each of the Family Division Judges. However, the Court recognizes that occasional substitute counsel may be required to appear to perform the scope of work. The Court expressly retains the right to approve, *in advance*, any attorney who may be retained to provide additional legal services under this provision.

Proposals should include what percentage of each of the participating attorney's professional practice will be dedicated to performance of the scope of work.

Proposals should be for a 12-month period. The term for this contract is a one (1) year period and renewable for three (3) successive one (1) year extensions, by mutual agreement between the Court, Genesee County and the successful contractor. The Court reserves the right to terminate any agreement, if it is determined to be in the best interest of the client (children) to take such action.

Note: Successful proposers will be **ineligible** to accept court appointed felony case assignments from the Genesee County Defender program. Other court appointed work, such as District Court misdemeanor representation or Probate Court assignments are permissible.

SECTION 7 - SUPPLEMENTAL CONDITIONS

Payment: payment shall be made to the contractor(s) set at an annual rate, to be paid proportionately on a monthly basis.

SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS

In order to be deemed responsive, proposals must be submitted in the format outlined below:

Qualified individuals or firms interested in providing the services described herein are required to submit a complete (responsive) proposal for consideration. Proposals will be evaluated based on a set of criterion as provided in "SECTION 9 - EVALUATION CRITERIA."

The proposer is responsible for a full understanding of the services required as part of this RFP and assuring the proposal is in conformance with the above referenced legislation.

To allow for the effective comparison of proposals, the proposals must be organized and submitted in the format outlined below:

1. **Submit one original, one additional copy of the proposal, and one electronic version of your proposal.**
2. **Statement of Understanding** – State in precise terms your understanding of the effort as presented by this RFP. Address how this scope of work fits into the current professional practice if award is made to your firm.
3. **Organization Background** -
 - a. Provide a brief history outlining the qualifications and organization of you or your firm.
 - b. Provide summaries of qualifications of other personnel that may be assigned to the program.
4. **Compliance narrative** - Please provide a brief narrative of how your firm demonstrates its ability to successfully maintain understanding and compliance with the following:
 - a. Understand and comply with applicable Federal and State Statutes
 - b. Understand and comply with applicable Michigan Court Rules
 - c. Understand and comply with Michigan Rules of Professional Conduct

- d. Understand and comply with ABA Standards of Practice and NJDC National Juvenile Defense Standards
- e. Possess and can use technology. Does your office have internet access?
- 5. **Staff Qualifications** - Please indicate the number of years of practice experience or similar experience for each of the attorney(s) to be performing the services outlined in the scope of work.
 - a. Please evidence the following qualifications of the personnel to perform the services outlined in the scope of work:
 - i. Juris Doctorate degree from an ABA accredited law school
 - ii. Licensed to practice law in Michigan
 - iii. Member in good standing of the Michigan State Bar
 - iv. Continuing legal education (CLE) seminars/conferences related to the delivery of legal services to minor children in child protective proceedings and/or legal services to minor children in delinquency proceedings or related subject matter in 2016, 2017, or 2018.
 - b. Name of Managing Attorney.
- 7. **Management Plan** – Include a narrative description of the proposed effort and of the services and hours that will be provided by your firm.
- 8. **Work Plan** - Describe in narrative form your plan for providing the legal services required as part of this RFP, including the total amount of annual compensation required and the method used to determine compensation.
- 9. **Additional Information & Services** - Outline any information, special or specific service your firm offers or is pertinent but not specifically asked for in this RFP. Proposers may include information believed to be relevant to illustrating the offeror's ability to successfully carry out this project.
- 10. **References** - Please provide three client references for whom you have recently performed work. page 14.
- 11. **Signature Page** – the provision of LEGAL SERVICES FOR CHILDREN, page 12.
- 12. **Executed Insurance** See Checklist page 13
- 13. **Statement of Exceptions** – see section 3.8

Failure to provide all requested items may be sufficient cause for rejection of proposal response.

SECTION 9 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. A Review Committee will evaluate submitted proposals. The County will award the contract to the most responsive, responsible proposer having proven experience as described herein. The County reserves the right to award this contract not necessarily to the proposal with the lowest price but to the proposal that demonstrates the Best Value. The evaluation and award of this proposal shall be rated on the following criteria:

- 1. Does the plan provide for legal representation in a reasoned and comprehensive manner including a sufficient management and work plan, given the scope of work set forth in the RFP? 20 points

2. Does the proposal acknowledge and commit to provide legal services on behalf of minor children consistent with MCL 712A.17d, and all applicable statutes and court rules? Does the proposal acknowledge and commit to perform the duties of counsel as set forth in the *ABA Standards of Practice For Lawyers Who Represent Children In Abuse And Neglect Cases and NJDC National Juvenile Defense Standards*? 20 points
3. Does the plan include attorneys who will make the delivery of legal services a priority in their practice and be available when necessary to appear in court? [any past experience with attorney preparedness and timeliness will be considered], Does the plan include a sufficient number of experienced attorneys with a demonstrated commitment to child protective and delinquency proceedings?, What percentage of the participating attorneys' professional practice will be dedicated to this proposal? 20 points
4. Does the proposal indicate the total cost of proposed services and the method used to determine compensation? 20 points
5. Does the proposal indicate that plan attorneys have attended any continuing legal education (CLE) related to the delivery of legal services to represent minor children in court proceedings related to child protective or delinquency proceedings? 10 points
6. Does the proposal identify a managing attorney? 10 points
7. Degree of completeness of response to the RFP and degree to which the offeror followed instructions for submittal.

SIGNATURE PAGE
GENESEE COUNTY RFP #19-169
Legal Services for Children

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:

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Exceptions to Solicitation and/or Standard Contract: NO _____ YES _____ (include attached statement)

Name (typed): _____

Signature: _____ Title: _____

Date: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME POSITION

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX E-MAIL

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:
Coverage Required

19-169 RFP Legal Services for Children
Limits (Figures denote minimums)

<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 Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input checked="" type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI

- 8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.
9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit
10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)
11. The certificate must state bid number and title **19-169 RFP Legal Services for Children**

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

The above required policies carry the following deductibles:

Liability policies are **occurrence** **claims made**

Insurance Agent Signature

Prospective Contractor's Statement

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

Contractor 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 vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

REFERENCES

List 3 references of similar projects

Submitted by: _____

1. Company Phone Number

Contact Name and Position E-mail Address

Address

Project Description

2. Company Phone Number

Contact Name and Position E-mail Address

Address

Project Description

3. Company Phone Number

Contact Name and Position E-mail Address

Address

Project Description

**LEGAL SERVICES FOR CHILDREN
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 _____, **2019** and shall be effective through March **31, 2020** (the "Initial Term").

2.2 Extension Terms

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

3. Scope of Work

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

4. Compensation

Flat Fee. The total amount paid to the Contractor shall not exceed _____. Payments will be made to the Contractor set at an annual rate, to be paid proportionately on a monthly basis. Upon completion of monthly Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation, no later than the 10th of the month following completion of services. The County will pay the Contractor within thirty (30) 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 Barbara A. Menear (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, defend 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. 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.

11. 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".

12. 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.

13. Audit Rights

13.1 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.

13.2 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.

13.3 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.

13.4 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.

14. Identity Theft Prevention

14.1 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.

14.2 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.

15. 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.

15.1 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.

15.2 Indemnification

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, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

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.

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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: _____

By: _____

Name of Contractor Signatory

Ted Henry, Chairperson

Title of Contractor Signatory

Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Services

The scope of work includes representation of minor children in child protective proceedings, to include termination of parental rights proceedings. It also includes representation of minor children in delinquency proceedings, except for those instances when the juvenile is charged with a serious felony and prosecuted as an adult.

There are additional legal services required on an infrequent basis. The services include appointment as the guardian ad litem (GAL) in the following: (1) minor guardianship petitions (2) proposed adoptee in adoption proceedings (3) minor at a post-termination review (PTR) hearing (4) parental waiver hearings (5) designation hearings for delinquency petitions and (6) juvenile mental health court.

DRAFT

