October 29, 2019

GENESEE COUNTY REQUEST FOR PROPOSALS #19-206

Sealed proposals will be received until 3:00 p.m. (EDT), Tuesday, November 19, 2019 at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for DIVERSION PROGRAM.

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:

<table>
<thead>
<tr>
<th>Due Date</th>
<th>3:00 PM (EDT), Tuesday, November 19, 2019</th>
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</thead>
<tbody>
<tr>
<td>Submission of Questions Due</td>
<td>Before 5:00 PM (EDT), Thursday, November 7, 2019</td>
</tr>
<tr>
<td>Proposal Number</td>
<td>#19-206</td>
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</tbody>
</table>

Derrick Jones, Purchasing Administrator

bid2\2019\19-206
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
www.gc4me.com
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SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until 3:00 p.m. (EDT), Tuesday, November 19, 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. Submit one (1) original, two (2) paper copies and one (1) 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.

3. Michigan Inter-governmental Trade Network – an alternate review of this RFP can be done at https://www.bidnetdirect.com/mitn.
   - 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.

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.

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.

8. 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.


INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS & 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%20C%20SECTION%202016.pdf

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms to provide a community-based program that will divert status offenders, first-time offenders, and low risk youth ages 10-17 from the juvenile justice system as requested by the Genesee County Circuit Court.

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Circuit Court. 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 **Thursday, November 7, 2019 before 5:00 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.](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 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. **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 submitting a proposal, a proposer shall have the capability in all
respects to perform the contract 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, expertise and experience necessary to meet all court requirements.

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

At a minimum, prospective proposers shall meet the following requirements for submission of a proposal:

■ Provider shall have the appropriate license in the State of Michigan and be able to provide proof of licensure.
■ Staff providing assessment, skill training, or case management shall have a bachelor’s degree in social work or related human services field and any required state licensure. Staff providing counseling services shall have a Masters degree in social work, counseling, or psychology and have the required state licensure.
■ Financial stability.
■ Experience related to working with delinquent or at-risk youth and providing shelter/respite services

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County may not consider its offer for contract award.

SECTION 5 – OVERVIEW & SCOPE OF SERVICES

Juvenile diversion is an intervention strategy that redirects youth away from formal processing in the juvenile justice system, while still holding them accountable for their actions. The Genesee County Circuit Court – Family Division is seeking comprehensive proposals to provide a community-based program that will divert status offenders, first-time offenders, and low risk youth ages 10-17 from the juvenile justice system. Youth and their families may be in need of emergency shelter services, respite services, individual/family/group skills training or counseling, and/or case management services.

Referrals for the program may come from law enforcement, schools, or the Court. All services in the program would be voluntary. The average length of services provided should be 90 days and the anticipated number of youth served annually is fifty (50).

Proposals must minimally include the following services:

1. Program Orientation
   • All youth and their families should be informed of the available program services and expectations
   • Contact information should be provided to the family
   • Service plans with goals and objectives should be developed based on presenting needs using strength-based planning. Plans should be developed based on a psychosocial assessment of youth needs
• Mental Health screenings should be conducted and referrals to appropriate serves as needed. Facilitate enrollment in mental health services as needed
• Safety plans should be developed as needed
• Orientations should be held within three (3) days of referral to the program with flexible scheduling to accommodate work and school schedule

2. Case Management
• Referrals should be made to ancillary community services as needed and facilitate enrollment in services if necessary.
• Youth should be assigned a case manager and contact should occur at least twice per month. The assigned case manager will make school and home visits as needed to monitor progress in services.

3. Respite/Shelter
• Provide emergency and/or short-term shelter as needed.
• Provide respite services as identified in the service plan or on an emergency basis
• Shelter and respite services should be available 24 hours per day and 7 days per week

4. Skills Training/Counseling
• Provide individual, family or group skills training using evidenced based curriculum that targets delinquency behavior as identified in the service plan
• If short-term individual, family, or group counseling is needed, the service should be provided by Masters level clinician using evidenced-based therapeutic interventions.

Proposal should describe how service will be provided at central location, or be able to make accommodations for those youth without adequate transportation to access the program. The proposal should also include a plan to accept walk-in referrals or accommodate emergency referrals when the need arises.

Community collaboration is key to a successful program and the proposed plan should indicate the organizations experience in collaborating with other community entities, how communication will happen with the referral source, and how information will be communicated to the Court.

Successful proposers should be able to accurately track attendance and participation and provide the Court with the relevant information. The contractor may file a petition with the Court if the youth is unsuccessful in the program, if the Court has not already received a petition. Written approval must be obtained from the Court designee prior to petition filing.

The term for this contract is a one (1) year period and is renewable for four (4) successive one (1) year extensions, by mutual agreement between the Court, Genesee County and the successful contractor. Reimbursement and contract continuation is subject to availability of funding. Proposals should be creative, use evidenced-based approaches when applicable.
SECTION 6 – INSURANCE

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.

SECTION 7 – INFORMATION REQUIRED FROM PROPOSERS
(PROPOSAL FORMAT)

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 court rule. To allow for the effective comparison of proposals, the proposals must be organized and submitted in the format that is outlined in this section.

Qualified individuals or firms interested in providing the services described herein are required to submit a complete (responsive) proposal for consideration. A prospective proposer may choose to represent either mothers or fathers but not both. See SECTION 9 - EVALUATION CRITERIA for information on how the proposal(s) will be evaluated.

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, AND MUST BE ORGANIZED AND SUBMITTE IN THE FORMAT OUTLINED BELOW:

- Proposal submitted by the due date and time
- One (1) Copy of Proposal in Electronic Format
- One (1) original proposal (properly executed), clearly marked as such, two (2) additional hard copies of your Proposal, and one electronic copy
- Signed Signature Page with an Original Signature (attached)
- Executed Insurance Checklist (attached)
- Completed References Page (attached)
- Statement of Exceptions to any Terms, Conditions and Specifications (optional)
- Title Page – Indicate the subject, business organization, state the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract
• Table of Contents
• Statement of Understanding – State in precise terms your understanding of the effort as presented by this RFP
• Organization Background – Describe your organization’s expertise, particularly with respect to the services solicited as part of this RFP
• Professional Staffing – Provide the names, titles, credentials and brief biographies of the individuals who would be assigned and involved to provide these services referenced in this RFP
• Management Plan – Include a narrative description of the proposed effort and of the services and hours that will be provided by your organization
• Work Plan – Describe in narrative form your plan for providing the services required as part of this RFP
• Financial Cost Proposal – Proposals must include a unit rate for each service (orientation, case management contact, skills training/counseling contact, shelter/respite services) and a total proposed cost for the program
• 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.

SECTION 8 - EVALUATION & SELECTION PROCEDURE

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.

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.

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.

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.

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**

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The RFP/Contract will be awarded to the offeror who submitted a proposal that is most advantageous to Genesee County. Specifically, each proposal will be reviewed based on the following criteria.

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.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Possible Points</th>
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<tbody>
<tr>
<td><strong>Phase 1</strong></td>
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<tr>
<td>A. Does the plan provide for diversion services in a reasoned and comprehensive manner?</td>
<td>1 2 3 4 5</td>
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<tr>
<td>B. References – 2. Does the proposal demonstrate an expertise in the area of juvenile justice, at-risk youth and evidenced-based practices? Does the proposal indicate the evidenced-based curriculum and interventions that will be used?</td>
<td>1 2 3 4 5</td>
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<tr>
<td>C. Does the proposal acknowledge and commit to perform the services in accordance with the applicable State of Michigan licensing standards?</td>
<td>1 2 3 4 5</td>
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<td>D.</td>
<td>Does the plan include qualified, experienced staff with the appropriate state licensure? Does the plan address the staff development and continuing education requirements for licensure?</td>
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<tr>
<td>E.</td>
<td>Does the plan include a sufficient number of staff to provide the proposed services? Including an administrative structure to provide supervision and administrative support to the program?</td>
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<tr>
<td>F.</td>
<td>Does the plan address the organization’s capacity to make community referrals? Does the proposal communicate the method of communication with referral source and the Court? Does the proposal indicate the organization’s experience in collaborating with other community partners?</td>
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<tr>
<td>G.</td>
<td>Does the organization have a central location or a plan to address transportation for services? Does the proposal plan for non-traditional hours of service provision to accommodate the needs of families?</td>
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<tr>
<td>H.</td>
<td>Does the proposal indicate the total cost of proposed services and the method used to determine compensation?</td>
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**Total Evaluation Points**
SIGNATURE PAGE - RFP #19-206

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 (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.

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<th>CONTACT NAME</th>
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<td>E-MAIL</td>
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**GENESEE COUNTY INSURANCE CHECKLIST**

**PROFESSIONAL SERVICES CONTRACT FOR:** RFP # 19-206

<table>
<thead>
<tr>
<th>Coverage Required</th>
<th>Limits (Figures denote minimums)</th>
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<tbody>
<tr>
<td><strong>X</strong> 1. Workers’ Compensation</td>
<td>Statutory limits of Michigan</td>
</tr>
<tr>
<td><strong>X</strong> 2. Employers’ Liability</td>
<td>$100,000 accident/disease</td>
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<td></td>
<td>$500,000 policy limit, disease Including Premises/operations</td>
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<tr>
<td><strong>X</strong> 3. General Liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
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<td>Including Products/Completed Operations and Contractual Liability</td>
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<tr>
<td><strong>X</strong> 4. Professional liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
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<td>Including errors and omissions</td>
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<td>____ 5. Medical Malpractice</td>
<td>$200,000 per occurrence $800,000 in aggregate</td>
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<tr>
<td><strong>X</strong> 6. Automobile liability</td>
<td>$1,000,000 combined single limit each accident-Owned, Hired, Non-owned</td>
</tr>
<tr>
<td>____ 7. Umbrella liability/Excess Coverage</td>
<td>$1,000,000 BI &amp; PD and PI</td>
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**X** 8 Genesee County named as an additional insured on other than workers’ compensation and professional liability 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

**X**. 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

**X**. 11. The certificate must state bid number and title

**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

<table>
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<tr>
<th>Company/Client:</th>
<th>Contacts:</th>
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<tr>
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<td></td>
<td>Title:</td>
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<td>Phone:</td>
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<tr>
<td>Dates of Service:</td>
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<td>City, State:</td>
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This Agreement for Professional Services (the “Agreement”) is made this ___ day of ___________, 2019, 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/IFB #___________ 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 shall begin on _____________ and shall expire on _____________.

2.2 Extension Terms

The Board has the option to extend this Agreement for up to four (4) one year terms (the “Extension Terms”).

3. Purpose

Juvenile diversion is an intervention strategy that redirects youth away from formal processing in the juvenile justice system, while still holding them accountable for their actions. Contractor will provide a community-based program that will divert status offenders, first-time offenders, and low risk youth ages 10-17 from the juvenile justice system.

4. Scope of Work

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

5. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit C. 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.
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 [insert name] (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 C.

9. **Inspection and Acceptance**

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

10. **Warranties**

The Contractor warrants that:

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

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

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

10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.

10.5 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, including defense costs, arising out of the Contractor’s breach of these warranties.

11. **Suspension of Work**

11.1 Order to Suspend Performance

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

11.2 Necessary Actions Before Suspension

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

12. **Termination**

12.1 Termination for Cause

If the Contractor is in breach of any provision of this 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.

12.4 Termination for Lack of Funding

If this Agreement 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 Agreement by written notice specifying the date of termination.

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

13. Equipment Purchased with County Funds

13.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this 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
18. **Identity Theft Prevention**

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

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

19. **Insurance Requirements and Indemnification**

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

19.1 Insurance Certificate and Additional Insured Coverage

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

19.2 Indemnification

The Contractor agrees to indemnify, 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.

20. **Independent Contractor**

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

21. **General Provisions**

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

21.1.1. The Contract – This Professional Services Contract
21.1.2. Exhibit A – Services
21.1.3. Exhibit B – Fee Schedule
21.1.4. Exhibit C – Required Reports
21.1.5. Exhibit D – 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.

21.2 No Assignment

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

21.3 Modification

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

21.4 Binding Effect

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

21.5 Headings

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

21.6 Governing Law and Venue

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

21.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no
21.8 Interpretation

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

21.9 Remedies

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

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

CONTRACTOR NAME

GENESEE COUNTY BOARD OF COMMISSIONERS

By: __________________________
Name of Contractor Signatory
Ted Henry
Title of Contractor Signatory
Chairperson

Date: ________________

Date: ________________

Approved as to Form and Legality

By: __________________________
Genesee County Corporation Counsel

Date: ________________
EXHIBIT A
Description of the Services

1. Program Orientation
   • All youth and their families should be informed of the available program services and expectations
   • Contact information should be provided to the family
   • Service plans with goals and objectives should be developed based on presenting needs using strength-based planning. Plans should be developed based on a psychosocial assessment of youth needs
   • Mental Health screenings should be conducted and referrals to appropriate serves as needed. Facilitate enrollment in mental health services as needed
   • Safety plans should be developed as needed
   • Orientations should be held within three (3) days of referral to the program with flexible scheduling to accommodate work and school schedule

2. Case Management
   • Referrals should be made to ancillary community services as needed and facilitate enrollment in services if necessary.
   • Youth should be assigned a case manager and contact should occur at least twice per month. The assigned case manager will make school and home visits as needed to monitor progress in services.

3. Respite/Shelter
   • Provide emergency and/or short-term shelter as needed.
   • Provide respite services as identified in the service plan or on an emergency basis
   • Shelter and respite services should be available 24 hours per day and 7 days per week

4. Skills Training/Counseling
   • Provide individual, family or group skills training using evidenced based curriculum that targets delinquency behavior as identified in the service plan
   • If short-term individual, family, or group counseling is needed, the service should be provided by Masters level clinician using evidenced-based therapeutic interventions.
EXHIBIT B
Reports
EXHIBIT C
Copy of Contractor’s Proposal