GENESEE COUNTY PURCHASING  
A Division of the Genesee County Office of Fiscal Services  
COUNTY ADMINISTRATION BLDG  
1101 BEACH STREET, ROOM 361,  
FLINT, MICHIGAN 48502  
Phone: (810) 257-3030  
www.gc4me.com

Chrystal Simpson, CPA  
Chief Financial Officer

July 13, 2020

GENESEE COUNTY REQUEST FOR PROPOSALS #20-220

Sealed proposals will be received until 2:00 p.m. (EDT), Thursday, August 6, 2020, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for Substance Abuse Treatment Services.

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:              | 2:00 PM (EDT), Thursday, August 6, 2020 |
| QUESTION DUE:          | Monday, July 27, 2020, before 5:00 PM   |
| PROPOSAL REQUEST NUMBER | #20-220                             |

Derrick Jones, Purchasing Administrator

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Attachments
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RFP #20-220 Substance Abuse Treatment Services

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until 2:00 p.m. (EDT), Thursday, August 6, 2020, 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 this proposal under Proposal # 20-220 Substance Abuse Treatment Services 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](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](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 treatment interventions for addiction disorders.

2. **Issuing Office**: This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Parks and Recreation Commission (“GCPRC”). The contact person is Derrick Jones, Purchasing Administrator,
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.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.

4. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 6, 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.

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 and received no later than noon, Monday, August 3, 2020, to the Genesee County Purchasing Department 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.

9. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than Monday, July 27, 2020 before 5:00 PM (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.

SECTION 4 – GENERAL INFORMATION & PURPOSE

This offering is to provide services to both the 67th District Court, Genesee County Sobriety Court and the 7th Circuit Court Drug Court program. The programs seek to secure a Contractor(s) to provide Substance Abuse Counselors (SAC) for care coordination in pre-court reviews, court hearings, delivery of treatment services, and clinical documentation into the Drug Court Case Management Information System (DCCMIS). The Proposer(s) must be in good standing; must currently have, and maintain a contractual relationship with Genesee Health Systems to provide treatment for substance dependence and co-occurring diagnoses/disorders. Treatment services must be delivered through the successful Proposer(s) contractual relationship with Genesee Health Systems (GHS); thus allowing accessibility to Medicaid, block grants, and other available funding through the Coordinating Agency. The successful proposer(s) must have and maintain all licensures/standards that would allow for them to serve those clients who fund their treatment through private insurances.

Existing funding for the Drug Court Programs is in place through September 30, 2020. Continuation of funding is sought through annual applications for the Michigan Drug Court Grant Programs and Byrne Jag Memorial Grant.

The Genesee County Sobriety Court program and the Drug Court program are independent of each other and have separate requirements. Award will be made to a single provider or multiple providers based on the evaluation and selection process completed by the selection teams for the courts. Read the following overviews of the service delivery plans for each of the programs carefully.

1. Sobriety Court

A) Background

The Genesee County Judicial system includes 67th District Court which operates the specialty court Genesee County Sobriety Court.

Multiple judges and court staff are committed to Genesee County Sobriety Court, serving the residents of Genesee County and their families. Substance abuse treatment is a key component and required for participants.

The purpose of this request for proposals is to secure a qualified vendor to provide substance abuse treatment to Sobriety Court Participants, participate in team meetings, Court Review Hearings, and data entry on DCCMIS.

Sobriety Court is separated into four phases. Each phase has a unique set of requirements aimed at helping the participant make and maintain the necessary lifestyle changes to lead productive, substance free and crime free lives, with the
first phase being the most intensive. As sobriety is maintained, requirements may be less intensive.

Program Components:

- Participate honestly in an alcohol abuse assessment and throughout involvement in Sobriety Court.
- Engage in substance abuse counseling.
- Attend frequent court hearings for review purposes.
- Attend frequent case management sessions.
- Attend 12-step programs.
- Submit to drug and alcohol testing twice per week.
- Obtain employment and/or attend school or complete 20 Hours of Community Service Work every week.
- Pay all court ordered obligations, including a program fee of $300 and probation oversight fees of $840 ($35 per month for 24 months).
- Not to use any narcotic or habit forming drugs, including benzodiazepine, (Xanax and Klonopin [Clonozipam]). Alternative medications that are not a narcotic and/or habit forming will need to be obtained for all prescriptions.
- Participants may be eligible for a restricted license upon successful completion of Phase 1

Phase One
Phase One is intended to last up to 4 months, depending on the individualized treatment plan. In order to move out of Phase One and into Phase Two, 90 days of sobriety must be demonstrated and documented.

- Attend 12-step meetings daily for 90 consecutive days. Two meetings per month must be the GCSC support group meeting.*
- Have established a 12-step program sponsor by the end of the 90 day period.
- Attend programs and/or treatment as established in the treatment plan approved by the Sobriety Court Team. Be assigned a Recovery Coach*
- Create a “Goodbye to Alcohol/Drugs” letter to be shared at a court session by the end of 90 days.
- Follow through with all other intervention programs as recommended.
- Submit to an alcohol monitoring device for 90 days and random urine screens twice per week.
- Meet with the probation caseworker bi-weekly.
- Attend Sobriety Court sessions bi-weekly.
- Establish a payment plan for your court ordered obligations.*
- Will be required for eligibility for restricted license.
Phase Two
Phase Two is intended to last up to 8 months, depending on the individualized treatment plan. It will be in this phase that participants may be able to get a restricted license:

- Move to the next level of treatment.
- Obtain an interlock device on vehicle and restricted license, if eligible.
- Continue 90 days of alcohol monitoring if ineligible for a restricted license.
- Attend 12-step meetings as determined by treatment and probation. *Two meetings per month must be GCSC Support Group Meetings.
- Begin completing other probation terms such as CSW, MADD VIP, anger management, parenting classes and other referrals for specialized intervention programs.
- Urinalyses for drugs and/or alcohol tested randomly twice per week.
- Meet with Probation Officer bi-weekly.
- Attend one Sobriety Court session per month if employed. If unemployed, will be required to attend all Sobriety Court hearings.
- If unemployed or employed part-time, begin to seek full time employment or enroll in school (GED, high school, college, or trade school) on a full time basis or complete 20 hours of CSW per week
- Complete 50 hours of CSW or attend a 12-step sponsored event such as Soberfest.
- Maintain your established payment plan towards your financial obligations with the Court.
- Write a one page document reflecting upon your sobriety in the program thus far and share with the Court.

Phase Three
Phase Three is expected to last up to 6 months, depending on the individualized treatment plan. In this phase, a maintenance plan will be established in preparation of graduation from the program and beyond. The requirements are as follows:

- Move to the next level of treatment as recommended by the Sobriety Court Team and the treatment provider.
- Urinalyses for drugs and/or alcohol will be administered randomly twice per week.
- Maintain interlock device, if applicable, or continue other drug/alcohol monitoring.
- Meet with Probation Officer once a month.
- Attend 12-step meetings as determined by treatment and probation. *One meeting per month must be GCSC Support Group Meetings.
- Attend Sobriety Court hearings once a month or as directed.
- Provide documentation of school enrollment and/or full time employment or completion of 20 hours CSW if not in school or employed.
- With the help of a Recovery Coach, write a relapse prevention plan and present it to the Court.
- Complete court ordered financial obligations.
Phase Four
Phase Four is expected to last up to 6 months with limited court intervention, allowing the Participant to live the sobriety maintenance plan while still being supervised by the Court. The Sobriety Court Team will decide when a Participant will graduate. The Probation Department will complete a record check to ensure no new offenses have occurred during participation in Sobriety Court. Monitoring to ensure abstinence from drugs and alcohol will continue.

- Attend 12-step meetings as determined by treatment and probation. *One meeting per month must be GCSC Support Group Meetings.
- Maintain interlock device, if applicable, or continue other drug/alcohol monitoring.
- Urinalyses for drugs and/or alcohol will be administered randomly twice per week.
- Be working full time or attending school full time.
- Chair a 12-step meeting.
- Attend Sobriety Court hearings as directed by the Sobriety Court Team.
- Attend probation appointments as directed by the Sobriety Court Team.
- At graduation, share with the court your experience in the Sobriety Court Program and in the Sober Community.

Graduation Criteria
In order to graduate from Sobriety Court, Participants must have completed all the program requirements. Participants must have progressed through all the phases and have clean urine drug/alcohol screens for six months, successful accomplishment of treatment goals, maintain employment and educational endeavors, and pay all court ordered financial obligations.

Post-Graduation
Graduates are encouraged to maintain contact with Sobriety Court. It is beneficial to participants in the program to see the progress and success of Sobriety Court graduates. Sharing stories and answering questions during court hearings allow present participants to see positive realizations of lifestyle changes.

B) Substance Abuse Treatment
Genesee County Sobriety Court is looking to structure a substance abuse treatment program to close the gaps for insufficient services and coverage in the community. The program will include services that:

1. Are treatment based individually and not as a patented program approach.
2. Are Evidence–Based Practices for substance abuse treatment that includes in-patient, intensive out-patient, day treatment, out-patient, women’s and other specialty based treatments, recovery or three quarter housing and support group therapies as needed.
3. Provide transportation as needed.
4. Provide child care as needed.
5. Provide specialty programs, including programs for women only, as may be needed.

It is anticipated that approximately 100 participants will be referred for some level of this service, no specific number of clients is guaranteed.

2. The Genesee County Drug Court Program

A. The Felony-based Programs:
   Adult Felony Drug Court: The average length of Drug Court involvement is 24 months. Drug Court participation may be extended up to 36 months depending on individual progress or digression. We have program capacity for 100 participants.

   **Phase I requirements:**
   Minimum of four (4) months in length:
   
   *Participants must receive authorization from GHS or private insurance to begin substance abuse treatment.*
   
   - Participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment, etc.
   - Meet with compliance manager as determined
   - Attend weekly Court review sessions
   - Provide random drug screens as directed
   - Make payments toward court and program fees as directed
   - Attend AA/NA/CA, or other support groups as directed
   - Attend other sessions as directed by compliance manager and/or Court. (e.g., Domestic violence classes, Anger Management classes, HIV/AIDS education)
   - Attend 1 Community Support Education Group
   - No involvement in illegal/criminal activity
   - Participant should find a sponsor by the end of phase I

   **Phase II requirements:**
   Minimum of four (4) months in length:
   
   - Continued participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment, etc.
   - Meet with compliance manager as determined
   - Attend Court review sessions as determined
   - Provide random drug screens as directed
   - Attend AA/NA/CA meetings, or other support groups as directed
   - Search for employment, seek or complete education opportunities (G.E.D./High School Diploma/college) or complete community service as directed
   - Make payments toward court and program fees as directed
   - No involvement in illegal/criminal activity
• Participant should begin building a sober support system of at least 5 people, and begin engaging in sober activities with these supports

Phase III requirements:
Minimum of four (4) months in length
• Continued participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment, etc.
• Meet with compliance manager as determined
• Attend Court review sessions as determined
• Provide random drug screens as directed
• Attend AA/NA/CA meetings, or other support groups as directed
• Search for employment, seek or complete education opportunities (G.E.D./High School Diploma/college) or complete community service as directed
• Court and program fees must be paid in full
• No involvement in illegal/criminal activity
• Participant should be actively using a sober support system of at least 5 people, and continually engage in sober activities with these supports

B. The Family Programs:
Family Dependency Treatment Court/Baby Court: There are two program tracks -- Child Protective Services (CPS) and Foster Care (FC) in the FDTC Program. Baby Court only has the Foster Care Track. Participant involvement is approximately 6-9 months for the CPS track, and 12-15 months for the FC track. There is a capacity of 22 individuals in the FDTC, and 8 families in Baby Court. The Adult Participants between the two programs could reach up to 30 participants; although this number fluctuates and no specific number of participants is guaranteed.

a) Family Dependency Treatment Court -- Children’s Protective Services Track

Phase I Requirements:
Minimum of three (3) months in length:
Participants must receive authorization from GHS or private insurance to begin substance abuse treatment.
• Participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment, etc.
• Reports to the Specialty Court Compliance Manager and DHHS Worker as directed.
• Documentation of weekly support group attendance; as directed
• Random drug screens.
• Regular court appearances before the Specialty Court Judge.
• Cooperation with all referrals and requirements as directed by DHHS
• No involvement with illegal/criminal activity
Phase II Requirements:
Minimum of three (3) months in length:
- Reports to the Specialty Court Compliance Manager and DHHS worker as directed.
- Continued participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment
- Documentation of weekly support group attendance; as required
- Random drug screens.
- Regular court appearances before the Specialty Court Judge.
- Continued cooperation with the referrals and requirements as directed by DHHS.
- Seek or maintain employment and/or enroll in school.
- No involvement with illegal/criminal activity

b) Family Dependency Treatment Court -- Foster Care Track

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

Phase I Requirements:
Minimum of three (3) months in length:
Participants must receive authorization from GHS or private insurance to begin substance abuse treatment.
- Participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment, etc.
- Reports to the Specialty Court Compliance Manager and DHHS Worker as directed.
- Documentation of weekly support group attendance; as directed
- Random drug screens.
- Regular court appearances before the Specialty Court Judge.
- Cooperation with all referrals and requirements as directed by DHHS
- No involvement in illegal/criminal activity

Phase II Requirements:
Minimum of three (3) months in length:
- Continued participation in substance abuse treatment as recommended by Treatment Provider. Services may include Outpatient, Recovery Housing, and/or Residential Treatment, etc.
- Reports to the Specialty Court Compliance Manager and DHHS worker as directed.
- Documentation of weekly support group attendance; as required
- Random drug screens.
- Regular court appearances before the Specialty Court Judge.
• Continued cooperation with all referrals and requirements as directed by DHHS.
• Seek or maintain employment and/or enroll in school.
• No involvement with illegal or criminal activity.

SECTION 5 – SCOPE OF SERVICE

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

1. The proposer shall minimally offer and be licensed according to all local, state, and federal substance abuse provider licensing standards to provide Outpatient, Intensive Outpatient and Enhanced Outpatient services, and designate Master’s Level Substance Abuse Counselor(s) (SAC) that will act as primary clinical substance abuse practitioners and case managers for the participant. **Sobriety Court** requires a Certified Alcohol Drug Counselor through Michigan Certification Board for Addiction Professionals, Certified Advanced Alcohol Drug Counselor through Michigan Certification Board of Addiction Professionals and/or Master’s Level Substance Abuse Counselor(s) (SAC) that will act as primary clinical substance abuse practitioners and case managers for the participant.

2. The proposer shall currently have and maintain contractual relationship to provide substance abuse and co-occurring services in good standing with Genesee Health Systems (GHS) to minimally include:
   a. GHS Management Information Requirements
   b. GHS Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance Requirements;
   c. GHS Limited Proficiency/Hearing Impaired (LEP/HI) Policy Requirements;
   d. GHS Accommodation of Needs
   e. GHS Personnel Requirements
   f. GHS Cultural Competency Standards
   g. All other contractual obligations

3. The proposer shall have a Psychiatrist and Psychologist on staff for evaluations, assessments, medication reviews, etc. The Psychiatrist and Psychologist shall be available for consults with the drug court staff. The use of these services are to be part of the referral and coordination responsibilities of the proposer, at no additional costs to GENESEE COUNTY.

4. The proposer and its designated SAC’s will participate as active members of the drug court and sobriety court team(s) to facilitate ongoing communication.

5. The proposer shall access funding (Medicaid, block grants, etc.) for treatment services through contractual relationship with Genesee Health Systems (GHS) for drug court participants.
The proposer shall accept commercial/private insurances as a form of payment to be able to provide services to participants who are not Medicaid, block grants, etc. eligible.

6. For Drug Court the proposer will designate one (1) SAC to represent the therapeutic team at each weekly pre-court review and court hearings (approximately 3-4 hours) for the Adult Felony Drug Court and Family Dependency Treatment Court; along with the Judge and the other members of the team such as probation officers, defense attorney, parent and child attorneys, and compliance staff.

For Sobriety Court the proposer will designate one (1) SAC to represent the therapeutic team at pre-court reviews (team meetings) four (4) times per month and court hearings (approximately 3-4 hours four (4) times per month) with the Judge and the other members of the team such as probation officers, defense attorney, prosecuting attorney, law enforcement representative, and community advisor.

7. The proposer shall provide SACs who can conduct clinical assessments at the Genesee County Courthouse and the Genesee County Jail upon request.

8. The proposer and its designees shall participate in continuous and timely (72 hours) data entry for each participant in the Drug Court Case Management Information System (DCCMIS) that includes session journal notes, progress in treatment, treatment plans and referrals/follow-up for ancillary services.

9. The proposer shall address victimization and trauma issues utilizing “Seeking Safety” model.

10. The proposer shall utilize evidence-based interventions appropriate to the population served.

11. The proposer shall provide gender-specific group therapy services.

12. The proposer shall facilitate referrals and/or provide any care coordination/level of care change needs and for all primary addiction, mental health and medical conditions.

13. The proposer shall provide through referral, coordination and monitoring treatment needs that cannot be met by the SAC (e.g. residential treatment, domestic violence, special populations).

14. The proposer shall provide substance abuse treatment that includes in-patient, intensive out-patient, day treatment, women’s and other specialty based treatments, recovery and/or three quarter housing, support group therapies as needed, provide transportation as needed, provide child care as needed.

15. The proposer shall provide specific procedures to ensure program and fiscal accountability.
a. Maintain a record management system that protects confidentiality and provides a complete record of program activity for each participant.
b. Participate in program reviews as prescribed by the local Steering Teams, Genesee County and per contractual agreement with Genesee Health System.

16. The proposer shall use all funds for only the Adult Felony Drug Court, Family Dependency Treatment Court, and Sobriety Court as identified herein.

17. The proposer shall submit monthly invoices (quarterly invoices for Sobriety Court) for billing to the Drug Court department in the manner proscribed by the Drug Court Office and Sobriety Court; no later than the 5th of the month.

18. The proposer shall provide a written report to the Drug Court Supervisor of participants who have delinquent accounts after they attended 3 appointments without payment.

SECTION 6 – QUALIFICATIONS OF PROPOSERS

1. The Proposer(s) must be in good standing; must currently have, and maintain a contractual relationship with Genesee Health Systems to provide treatment for substance dependence and co-occurring diagnoses/disorders. The treatment services must be delivered through the successful Proposer(s) contractual relationship with Genesee Health Systems (GHS); thus allowing accessibility to Medicaid, block grants, and other available funding through the Coordinating Agency.

2. The successful proposer must also maintain all licensures/standards that would allow for them to serve those clients who fund their treatment through private insurances.

SECTION 7 – INFORMATION REQUIRED FROM PROPOSERS

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

A. REQUIRED SUBMITTALS:
   1. Signature Page completed and signed
   2. Cost Proposal Form
   3. Executed Insurance Checklist
   4. References
   5. Fiscal Stability, attach copy of most recent Financial Statement.
   6. Provide evidence of current contract with GHS with positive standing.

B. NATURE OF SERVICES PROPOSED
1. Business Organization - State the full name and address of your organization’s corporate headquarters and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work.

2. Program Service Description - Provide a clear, concise description of the specific services that will be provided including the number of people you propose to provide services for, the frequency and duration of services. Define how services will be provided to both programs or clearly state that you will only provide services for one of the programs; Genesee County Drug Court or Genesee County Sobriety Court.

3. Describe your admission process.
   a. Describe the process of confirming eligibility of funding through GHS for uninsured, Medicaid and commercially insured participants and how quickly you are able to resolve barriers to rapid engagement in treatment.
   b. Describe the admission process, including the length of time to obtain appointments for orientation, intake and counseling appointments.
   c. Please describe who is responsible for conducting these sessions/appointments?
   d. If an intake worker is responsible for the admission process, please describe how transition of the participant to the primary therapist occurs and include the amount of time that it takes from admission to the first therapy session.

4. Describe the commitment to evidenced-based practices and specific interventions that the agency will use with this population, including gender-specific groups utilizing the “Seeking Safety” model.

5. Describe the manner in which the identified SAC(s) will participate in team processes including assuring weekly court attendance by a designated SAC, significant, frequent communication regarding the participant’s progress or lack of progress in treatment, etc.
   Sobriety Court is bi-weekly court attendance.

6. Describe your program’s philosophy regarding the skills necessary to form a therapeutic alliance with the consumer and the impact of counselor expectations on participant outcomes.

7. Describe your program’s access to, referral to and follow-up processes for ancillary services, (i.e. vocational, educational, housing, and medical services).

8. Describe the agency’s ability to access and utilize the web-based Drug Court Case Management and Information System to input data on a daily basis.

C. COST EFFECTIVENESS OF SERVICES PROPOSED
   1. Proposed cost for providing SAC court attendance.
   2. Proposed cost for providing SAC documentation and data entry.
   3. Proposed cost for providing SAC team meeting attendance.
   4. Proposed cost for treatment sessions pending insurance.
D. EXPERIENCE DELIVERING TREATMENT TO THE PROPOSED POPULATIONS

1. Describe agency experience working with mothers and fathers active with Genesee County Courts of Human services for civil charges of neglect and abuse of children due to addiction problems.

2. Describe agency experience working with the offender/felony population, specifically experience working with substance abuse offenders actively involved in the criminal justice system due to addiction problems.

3. Describe agency experience with coordinating services, including psychiatric services, for the dual diagnosed population.

4. Describe agency experience with coordinating medical services for the proposed population(s).

6. Describe the experience and success your organization (or your subcontractor) has in providing similar services to people who have addiction and dual disorders.

A. Include statements of staff’s relevant experience (resumes or CV acceptable but not required).

B. Include copy of current License/Certification (if applicable) to provide this service

E. ORGANIZATIONAL CAPACITY AND EXPERIENCE TO PROVIDE REQUIRED SERVICES

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

1. If your organization has not had experience providing services to the target population, describe the population groups you have served, and explain why the experience is relevant.

2. Include quantifiable outcomes which prove past effectiveness in providing services to the target (or similar) population group.

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

SECTION 8 – SPECIFICATIONS & REQUIREMENTS OF DRUG COURT & SOBRIETY COURT

1. **Use of State Funds:** Funds cannot be used to directly support religious instruction, worship, prayer, proselytizing, or other inherently religious practices. However, funds for services are allowed for Faith-based Organizations with the stipulation that they agree to not use funds for these purposes. Neutral, secular criteria that neither favor nor disfavor religion will be employed in the selection of grant and sub-grant recipients.

2. **Financial Considerations:** The successful proposer will submit the required monthly reports and invoices to the Court Coordinator(s) and Genesee County. Full payment, for services invoiced, shall be made after satisfactory acceptance by
Genesee County and Court Program funds have been received. Satisfactory acceptance shall occur after review of required reports and invoices. Genesee County approved forms and format must be used when submitting vouchers and/or invoices. The proposer is invited to propose an alternative payment schedule.

3. **Reporting Requirement:**
   a) Collect information and data, as well as outcome measures as required through the contractual relationship with GHS, and submit all results of these audits and reporting requirements to the drug court coordinator.
   b) Report any incidents or investigations that result in suspension or termination of accreditation, licensure or GHS contractual relationships.

**SECTION 9 – PROPOSAL EVALUATION**

It is the intent of Genesee County to conduct a comprehensive, fair and impartial evaluation of all proposals received. Genesee County will award the contract(s) to the most capable, eligible respondent with the highest total points. The Drug Court and Sobriety Court in conjunction with the Selection Team, reserves the right to make an award without further discussion of the proposals submitted.

**Evaluation Criteria:** Evaluation of each proposal will be based on the following criteria. Any respondent using a subcontractor to provide services must provide identical information for the subcontractor.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Phase 1</th>
<th>Possible Points</th>
</tr>
</thead>
</table>
| 1. Program Description – Nature of Services Proposed  
  a. Program Design  
  b. Frequency and duration of service  
  c. Admissions process  
  d. Ability to utilize evidenced-based interventions for the population  
  e. Outcome-based data collection, reporting, and evaluation criteria  
  f. Ability to access and utilize of the Drug Court Case Management and Information System.  
  g. Completeness of services provided. | | 35 |
| 2. Cost Effectiveness of Service  
  a. Line Item Budget Summary including administrative fees and cost per service(s) provided.  
  b. Explain how your organization will leverage the provided funds with other resources available in the community to help the target population.  
  c. Process to confirm funding for client services. | | 15 |
| 3. Experience Delivering Services to the Proposed Population  
  a. Agency experience working with mothers and fathers active with Genesee County Courts of Health and Human services for civil charges of neglect and abuse of children due to addiction problems.  
  b. Agency experience working with the offender/felony population. | | 35 |
| **c.** Agency experience with coordinating medical services, including psychiatric services, for the dual diagnosed population |   |
| **d.** Agency experience with coordinating ancillary services for the proposed population(s). |   |
| **e.** Agency experience working with substance abuse offenders actively involved in the criminal justice system due to addition problems. |   |
| **4. Organizational Capacity to Provide Required Service** | **15** |
| **a.** Agency and Staff's capability and experience providing requested services. |   |
| **b.** Fiscal stability |   |

| **Total Possible Points** | **100** |
COST PROPOSAL FORM
(complete and submit with proposal)

PROJECT: RFP #20-220 Substance Abuse Treatment Services

The undersigned bidder, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following requested cost information:

This proposal is to provide services to:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>67th District Court, Genesee County Sobriety Court</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7th Circuit Court Drug Court Program</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Personnel Category</th>
<th>Hourly Rate</th>
<th>Daily Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAC court attendance</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>SAC documentation and data entry</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Treatment sessions pending insurance</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Include Line Item Budget Summary including administrative fees and cost per service(s) provided.

Alternate cost proposals will be accepted with clear explanation.

NAME OF BIDDER:

_________________________________________________________

SERVICE ADDRESS:

_________________________________________________________

CITY, STATE, ZIP:

_________________________________________________________

CONTACT PHONE:

_________________________________________________________

CONTACT EMAIL:

_________________________________________________________
SIGNATURE PAGE
GENESEE COUNTY RFP #20-220
Substance Abuse Treatment Services

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

<table>
<thead>
<tr>
<th>CONTACT NAME</th>
<th>POSITION</th>
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<tr>
<th>MAILING ADDRESS</th>
<th>CITY</th>
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<th>ZIP CODE</th>
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<tr>
<th>PHONE</th>
<th>FAX</th>
<th>E-MAIL</th>
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</table>
**GENESEE COUNTY INSURANCE CHECKLIST**

**PROFESSIONAL SERVICES CONTRACT FOR:** RFP #20-220 – Substance Abuse Treatment Services

<table>
<thead>
<tr>
<th>Coverage Required</th>
<th>Limits (Figures denote minimums)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers’ Compensation</td>
<td>Statutory limits of Michigan</td>
</tr>
<tr>
<td>2. Employers’ Liability</td>
<td>$100,000 accident/disease</td>
</tr>
<tr>
<td></td>
<td>$500,000 policy limit, disease</td>
</tr>
<tr>
<td></td>
<td>Including Premises/operations</td>
</tr>
<tr>
<td>3. General Liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
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<tr>
<td></td>
<td>Including Products/Completed Operations and Contractual Liability</td>
</tr>
<tr>
<td>4. Professional liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
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<tr>
<td></td>
<td>Including errors and omissions</td>
</tr>
<tr>
<td>5. Medical Malpractice</td>
<td>$200,000 per occurrence $800,000 in aggregate</td>
</tr>
<tr>
<td>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>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>9. Other insurance required: Environmental Impairment Liability - $1,000,000 limit</td>
<td></td>
</tr>
<tr>
<td>10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)</td>
<td></td>
</tr>
<tr>
<td>11. The certificate must state bid number and title RFP # 20-220</td>
<td></td>
</tr>
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</table>

**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, 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: ____________________

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<thead>
<tr>
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<th>Contacts:</th>
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<td>Address:</td>
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<td></td>
<td>City, State:</td>
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<td>Address:</td>
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<td></td>
<td>City, State:</td>
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</tbody>
</table>
Example of a Professional Service Agreement

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

1. Agreement and Authority

This Agreement is entered into pursuant to RFP # 20-220 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 Contract commences on ??, and shall be effective through completion of scope of service (the “Initial Term”).

2.2 Extension Terms

Not Applicable

3. Scope of Work

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

4. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed $_____________ for the Adult Felony Drug Court, $___________ for the Family Drug Court, and $_____________ for the GCSC. 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.

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed $_____________ for Adult Felony Drug Court, $___________ for the Family
Drug Court, and $____________for GCSC. The Contractor’s projected budget for the Initial Term of this Contract is attached as Exhibit C (the “Budget”). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

**Flat Fee.** The Contractor shall be paid a flat fee of $____________ for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

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 ????? (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.

<table>
<thead>
<tr>
<th>CONTRACTOR NAME</th>
<th>COUNTY OF GENESEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name of Contractor Signatory</td>
<td>Martin Cousineau, Chairperson</td>
</tr>
<tr>
<td>Title of Contractor Signatory</td>
<td>Board of County Commissioners</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
EXHIBIT A
Description of the Services

Will be completed upon execution of contract.
EXHIBIT B
Insurance Checklist

Copy of Insurance Checklist
Copy of Certificate of Insurance