

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Easterseals MORC Health Care, Inc, a Michigan non-profit organization whose principal place of business is located at 2399 E Walton Blvd, Auburn Hills, MI 48326**, (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

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

2. Scope of Work

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

3. Compensation

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 \$365,000.00.

4. Taxes.

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

5. Contract Administrator

The contract administrator for this Contract is **Rhonda Ihm** (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.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 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 harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 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.

7.2 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.

8. Termination

8.1 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.

8.2 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.

8.3 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.

8.4 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.

9. 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, sexual identity, gender, gender identity, gender expression, 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.

10. 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".

11. 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.

12. Audit Rights

12.1 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.

12.2 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.

12.3 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.

12.4 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.

13. Identity Theft Prevention

13.1 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.

13.2 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.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000_____ per occurrence and a \$2,000,000_____ aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily

injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:
 - a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
 - b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required

coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees 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. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

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.

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 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.

16.6 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.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 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.

16.9 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.

16.10 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.

EASTERSEALS MORC

COUNTY OF GENESEE

Signed by:
By: Brent Wirth
Brent Wirth
President/CEO

Date: 1/27/2025

By: Delrico J. Loyd
Delrico J. Loyd (Jan 29, 2025 10:46 EST)
Delrico Loyd, Chairperson
Board of County Commissioners

Date: Jan 29, 2025

EXHIBIT A

Description of the Services

Easterseals MORC (EM) will provide behavioral health services to adjudicated delinquent youth individuals or youth with a filed referral or complaint, and their families with the goal of reducing detention stays and recidivism. EM offers a variety of services ranging from traditional outpatient behavioral health services to more intense community-based services including case management and intensive home-based services. EM can provide services to individuals and their families referred for diversion cases, consent calendar cases or formal probation cases.

EM will provide the following services:

- **Intensive Family Support (Clinical Case Management):** The IFS worker will utilize engagement strategies to take a multifaceted approach to working with assigned families. The family will have an assessment and a plan driven by needs identified by the youth, family, court, school, etc. Each plan will be laid out specifically using actionable objectives for the youth and families to reach their goals. The family will identify supports and resources needed to accomplish their goals and address any barriers to reaching them. The IFS worker will work as part of the family team in collaborating with partners, referrals, making appointments and transporting to needed services. The IFS worker will meet with each family weekly with an intensity and length of service determined by the team. IFS workers will be supervised by a Master level Social worker on a biweekly basis or more as needed for case consult. All staff will be on 24 hr. crisis call 7 days a week and appointments will be flexible to accommodate working families. IFS worker will accompany the family to all court proceedings and provide services in the home, community, school, court, etc.
- **Care Coordination:** Juvenile and family would be connected to a care coordinator upon referral to the program. Engagement and coordination of services will begin at this point with Clinician going to wherever the family is. Any barriers to access for needed services for both Juvenile and family will be addressed. If the family qualifies for CMH services, the care coordinator will walk them through this process and provide services during this transition period. If the family has CMH services and needs a transfer or increase in level of care, the care coordinator will work with all involved parties to complete. Transportation will be provided to the family as needed through bus passes, your ride, and staff transport when needed to appointments.
- **Intensive Home-Based Therapy:** Juvenile and family would receive 2-10 hours a week of individual and family therapy, case management, coordination according to level of need. Care coordinator will request home-based authorization with CMH when fitting the Medicaid requirements. If the family doesn't qualify for CMH level services due to income, insurance, or various other reasons, the care coordinator will bill the court for any unbillable services through the health plans. These services will be mobile and provided wherever the juvenile and family are located.
- **Moral Reconnection Group Therapy (MRT):** MRT is an NREPP program, is the premiere cognitive-behavioral program for substance abuse treatment and for offender populations. MRT for Adolescents can be used for children ages 12-18 and a variety of juvenile settings,

probation and parole, community corrections, diversion programs, in private treatment settings, in welfare-to-work programs, educational settings, drug/mental health/juvenile courts, and elsewhere. The program has 16 Steps with 12 of these typically completed in 30 group sessions held in accordance with the implementation site's own needs and characteristics. Clients complete homework for each group prior to coming to a session. In group each client presents his or her homework and the facilitator passes the client to the next step or has the client redo the homework based on objective criteria. MRT groups are open-ended meaning that new clients can enter an ongoing group at any time. Each group session will usually have new clients as well as some finishing the program. All MRT facilitators must complete basic MRT training.

- **Community Based Outpatient:** Therapy provided in the community at a lower level of care or as a step down from home-based services. The frequency is less at 2-4 encounters per month at the appropriate level of care.
- **Office Based Therapy:** Therapy is provided in the office at a lower level of care or as a step down from home-based services. The frequency is 2-4 encounters per month at the appropriate level of care.
- **Trauma Informed Services:** We are a trauma informed organization and have many trauma-informed options including but not limited to trauma screening, neurodevelopmental assessment, TFCBT clinicians, and professional development trauma trainings.
- **Intergenerational Trauma Treatment Model (ITTM):** The ITTM is a 21-session complex trauma treatment program for children and their caregivers and involves the caregiver throughout the course of trauma treatment for the child. The results appear to be effective and long lasting (Copping, Benner, Warling, & Woodside, 2003). The ITTM picks up where attachment work leaves off and interrupts the intergenerational transmission of traumatic impact onto the children. The ITTM specifically grows the caregiver's investment in the program where commitment to the treatment process may be in question at the start. The ITTM's methodologies assess and resolve caregiver-related issues, reduce the impact of traumatic events and strengthen the child/caregiver bond through three phases of treatment.
- **Mental Health Liaison (MHL) services for Community-based school program:** A MHL is a contracted Master-level clinician who will assist youth and their families where the primary risk of recidivism, detention admission, or residential placement is untreated mental health or substance abuse needs. In order to prevent recidivism, detention admissions, and/or residential placement the MHL will assist in removing any barriers to accessing mental health and substance abuse services for youth. The MHL will assist parents in completing the mental health treatment intake processes or accessing the appropriate level of mental health services, and work with the community-based school program to remove any barriers to school attendance. The MHL will also conduct therapy groups and classes. If needed, the MHL will provide crisis management therapy services until the client is enrolled in the appropriate level services. The MHL will provide up to 24 hours per week of services at the community-based school program.
- **Report and court appearances:** Clinicians will provide reports at the frequency requested by the court, attend court meetings, and appear in court for oral progress reports as requested.
- **Family Functional Therapy (FFT) Services/Training & Site Certification:** FFT is an empirically grounded and highly successful family intervention program for court-involved youth. Target populations range from at-risk preadolescents to youth with very serious

problems such as conduct disorder, violent acting out, and substance abuse. Intervention ranges from 8-12 one-hour sessions for mild cases and up to 30 sessions of direct service for more difficult situations. In most program sessions are spread over a three-month period. FFT is conducted in both clinic settings as outpatient therapy and as a home-based model. FFT Site certification is a 3-phase process: Clinical Training, Supervision Training, and On-going Model Fidelity with a goal of training up to 6 therapists.

FFT will be provided to youth on probation or in the Juvenile Justice Center.

*All therapeutic services are provided by Masters level licensed clinicians.

Billing Invoice:

Medicaid and Health Plans will be billed for all billable services, this agreement is for services that are NOT billable.

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, said invoices to be submitted no later than the 10th of the month following close of the month of service.

Late invoices, those submitted any time after the 10th day of the month following close of the month of service, will not be paid. If the Contractor submits a late invoice, that invoice may be paid at the discretion of the Contract Administrator only after written notice from the Contractor stating the reason for the late invoice.

The Contract Administrator shall be the point of submission for the monthly invoices. The request for payment will be placed in line for payment as soon as practical and consistent with current practice. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Billing invoice shall include the following:

- Billing month
- Youth's full name
- Date of birth
- Age
- Court docket number
- Service date
- Service type
- Service rate
- Total amount for entire invoice