

Reso #
2022-843

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 **L.A.D.S. – GENESEE LLC**, a Michigan Limited Liability Company whose principal place of business is located at **2468 S. Center Road, Burton, MI 48519** (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, 2022**, and shall be effective through **September 30, 2023** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to four (4) one (1) year term extensions dependent on terms of the funding grant (the "Extension Terms").

2. Scope of Work

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

3. Compensation

The Contractor shall be paid according to the rates identified on Exhibit D. The total amount paid to the Contractor shall not exceed \$40,426. 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.

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 Andrea Johnson, Deputy Court Administrator (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.

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, 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 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.

14.1 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.

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.

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

16.1.3. Exhibit B – Certificate of Liability Insurance

16.1.4. Exhibit C – Insurance Checklist

16.1.5. Exhibit D – The Contractor's Cost Proposal

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.

L.A.D.S. – GENESEE LLC

COUNTY OF GENESEE

By: 
Tamara Chappel, Member

By: 
Domonique Clemons, Chairperson
Board of County Commissioners

Date: Oct 17-2022

Date: 10/18/2022

EXHIBIT A

Description of the Services

The successful proposer must comply with the following:

1. Use the approved State Court Administrative Office (SCAO) Drug Court Case Management Information System (DCCMIS) as the primary database to record testing and laboratory results within 24 hours. Data entry must conform to the data entry requirements of the court. The successful proposer may contact the software company directly regarding the availability of ongoing data feed that can be uploaded or transmitted into the DCCMIS program.
2. Maintain a daily telephone recording system that informs participants that they are required to test that day. The recording must be available to the participants by 4:00 a.m. of the day they are required to test. Participants must be assigned a "color" or code for notification purposes. Extra consideration will be given for additional methods of notification, including but not limited to text, online, or other multimedia methods.
3. Adhere to all local, state and federal regulations concerning confidentiality and protection of substance abuse records (e.g. HIPAA and CFR 42, Part 2) and meets statute and best practices.
4. Staff is to receive qualification training relative to proper collection, chain of custody procedure, problem collection and collection integrity.
 - a. Participant is to be positively identified via acceptable means of identification.
 - b. Both donor and collector maintain visual contact with the specimen until the specimen bottles are sealed.
 - c. Donor initials both the chain of custody and security seal if required prior to mailing for confirmation or evaluation.
 - d. Collector ensures the specimen is shipped within 24 hours of collection.
5. Provide urinalysis testing that includes
 - a. At a minimum, a 12-panel detection screen (amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methamphetamines, opiates, oxycodone, buprenorphine (suboxone), fentanyl, tramadol) and an alcohol breath test.
 - b. And EtG Alcohol Urine Testing by LC/MS/MS (liquid chromatography/mass spectrometry/mass spectrometry) and should note if specimen is diluted and provide creatinine levels.
6. All urinalysis testing is to be monitored by staff to ensure the samples' integrity.
7. A minimum of 20ml is collected and both dilute (adulterants) and temperature restrictions are viewed.
8. Ensure the drug testing fee is inclusive of all costs related to supplies and activities necessary to complete the drug testing, reporting and sending of confirmatory test requests to the confirmatory lab. The county is not to incur any additional costs. The drug testing agency is required to provide all shipping materials and cover any additional expenses. The participants are to pay for confirmations if they believe the test result is not accurate.

9. Participants should be refunded any fee paid for confirmation of positive drug tests (by drug testing provider) that are returned negative by the confirmatory lab.
10. Currently, Genesee County has an account for laboratory confirmations with Redwood Toxicology. It is recommended but not required for the provider to open an account and remain in good standing with Redwood Toxicology throughout the duration of the contract.
11. Understand that all compensation received from participants tested in the Genesee County Sobriety Court will be subject to the availability of grant funds.
12. Submit timely monthly invoices for services rendered. Each statement must clearly indicate the amount due; the days and number of times the participant tested in that month; along with any additional information that the court or county may require.
13. An invoice for services rendered must be submitted within thirty (30) days of the services rendered and in the manner prescribed by the court for participants in the Genesee County Sobriety Court.
14. Submit a list of participants and testing results no later than 8:00 A.M. on the next business day following the test.
15. Maintain minimum hours for participant testing, testing facility open and operational for business 7 days per week, to include early morning, evening, and holiday hours, in which all drug testing times will be available for both genders and be collected and monitored by staff members as determined in conjunction with Genesee County Sobriety Court.
16. Ensure a qualified staff member is available for consultation with Genesee County Sobriety Court personnel.
17. Give assurance to the county and SCAO of the ability to comply with 45 CFR 76 and certify to the best of its knowledge and belief that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not within a three (3) year period preceding this agreement been:
 1. Convicted of or had a civil judgment rendered against them for commission of fraud;
 2. Convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction;
 3. Convicted of a violation of federal or state anti-trust statutes; or
 4. Convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subsection B.
 - d. Have not within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default

Additional Requirement

- A. Participants may be required to report for testing before or after court appearances, the testing facility of the selected vendor must be within a 5 mile radius of the Genesee County Courthouse (900 S. Saginaw Street Flint, MI 48502) with free parking available and in close proximity to public transportation routes.
- B. Neither Mental Health Court nor Veterans Treatment Court have funds in their respective budgets to pay for drug testing. All drug testing that occurs in those two specialty courts will be private pay by the participants themselves at the contract rate.
- C. 67th District Court, regular probation, will be private pay by the defendants. Any defendants testing for 67th District Court in regular or traditional probation will be tested at the contract rate.

Insurance Certificate

[illegible]

EXHIBIT C

Insurance Checklist

Insurance Required	Amount/Type/Details
☒ 1. General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 2. Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 3. Workers Compensation	As required by state law
☒ 4. Professional Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 5. Commercial Property	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 6. Cyber Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 7. Directors and Officers Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 8. Umbrella Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 9. Surety Bond	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 10. Fidelity Bond	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 11. Crime Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 12. Business Interruption	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 13. Equipment Breakdown	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 14. Pollution Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 15. Terrorism Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 16. Nuclear Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 17. War and Terrorism Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 18. Kidnap and Ransom Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 19. Hostage Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 20. Aircraft and Hull Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 21. Marine Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 22. Space and Aviation Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 23. Nuclear and Atomic Energy Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 24. War and Civil Disturbance Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 25. Terrorism and Explosives Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 26. Nuclear and Atomic Energy Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 27. War and Civil Disturbance Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 28. Terrorism and Explosives Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 29. Nuclear and Atomic Energy Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 30. War and Civil Disturbance Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 31. Terrorism and Explosives Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 32. Nuclear and Atomic Energy Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 33. War and Civil Disturbance Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 34. Terrorism and Explosives Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 35. Nuclear and Atomic Energy Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 36. War and Civil Disturbance Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 37. Terrorism and Explosives Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 38. Nuclear and Atomic Energy Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 39. War and Civil Disturbance Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 40. Terrorism and Explosives Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 41. Nuclear and Atomic Energy Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 42. War and Civil Disturbance Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 43. Terrorism and Explosives Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 44. Nuclear and Atomic Energy Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 45. War and Civil Disturbance Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 46. Terrorism and Explosives Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 47. Nuclear and Atomic Energy Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 48. War and Civil Disturbance Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 49. Terrorism and Explosives Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate
☒ 50. Nuclear and Atomic Energy Insurance	\$1,000,000 per occurrence, \$2,000,000 aggregate

Signature of Contractor: [Signature] **Date:** 7-11-12

Signature of Surety: [Signature] **Date:** 7-11-12

Required general business insurance: see attached to the contract. These are based on the existing law and regulations of the state. Any changes to the contract must be approved by the contractor and the state. To the degree possible, all changes will be made to meet the needs of the state.

Exhibit D The Contractor's Cost Proposal

Financial Cost Proposal
Contract Number: RFP# 22-289

13 Panel UA Drug Test ICup	11.00
13 Panel UA Drug Test Dip	10.50
Lab Confirmation per Positive	10.00
Lab-Based UA ETG	11.00
Confirmation of Positive Lab-Based ETG	10.00
PBT -- with additional testing	free
PBT	5.00
10 Panel Mouth Swab (includes confirmation)	10.00
Hair Test 90 day extended opiate	150.00

Lab: Redwood Toxicology / UA / CRAL
Quest Diagnostics / Hair

Submitted by:

Company Logo _____
Print Name: Thomas Chappell _____
Title: Owner _____
Signature: *Thomas Chappell* _____
Date: July 12, 2022 _____