



GENESEE COUNTY FISCAL SERVICES

Purchasing Department

324 S Saginaw Street, Suite 9A, Flint, Michigan 48502

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Chrystal Simpson
Chief Financial Officer

September 12, 2025

GENESEE COUNTY REQUEST FOR PROPOSALS #25-460

Sealed proposals will be received until **2:00 p.m. (EST), Tuesday, October 14, 2025**, at the Genesee County Purchasing Department, 324 S Saginaw Street, Suite 9A, 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 Microsoft Word - PURCHASING REGULATIONS 8222016.

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 (EST), Tuesday, October 14, 2025
DUE DATE FOR QUESTIONS	Wednesday, September 24, 2025, before 3:00 PM (EST)
BID REQUEST NUMBER	#25-460

Rita Schubert

Rita Schubert, Purchasing Manager

bid2\2025\25-460
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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RFP #25-460 SUBSTANCE ABUSE TREATMENT SERVICES

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **2:00 p.m. (EST), Tuesday, October 14, 2025**, at the Genesee County Purchasing Department, 324 S Saginaw Street, Suite 9A, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays check website for closed days. Label the sealed 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 and one paper copy of your proposal. After the proposal closes, you will be contacted to send the County an electronic copy of your complete proposal via email.** All proposals submitted 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. Failure to provide the required number of duplicate copies may result in the rejection of your proposal. Proposals may not be submitted on the MITN site for this offering.
4. All submissions will be time stamped by an individual within the Office of Fiscal Services. The only acceptable evidence of the time of receipt of the submissions is that of the time clock that resides within said office. It is each Proposer's responsibility to ensure that its proposal is time stamped by the Office of Fiscal Services by the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as an exception.
5. Michigan Inter-governmental Trade Network— an alternate review of the RFP Guardianship and Conservatorship can be done at:
<http://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.

6. 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.
7. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at Current Bids (www.geneseecountymi.gov) 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.
8. A sample of a 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 said contract. Any exceptions to the terms and conditions of the 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 contract or RFP unless those changes are requested in your proposal.
9. Insurance must be provided prior to the contract starting date and kept in full effect and compliance during the entire contract period. Insurance requirements are provided in Section 10 Insurance Required from Proposer. Failure to comply with these provisions will cause termination of the agreement. The County of Genesee requires a signed Genesee County Insurance Checklist form with each proposal submitted.

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 harmless from any loss or damage resulting therefrom.

County Policy dictates that under no circumstances can the County agree to indemnify proposers pursuant to Michigan Law.

10. **Preference for Genesee County Businesses:** Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
11. **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: [Std T C SECTION 2023.pdf](#)

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

3. **Purpose:** Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms who can provide treatment interventions for addiction disorders.
4. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the 67th District Court, Genesee County Sobriety Court. The contact person is Rita Schubert, Purchasing Manager, Genesee County, 324 S. Saginaw Street, Suite 9A, Flint, Michigan 48502, phone (810) 257-3195 and rschubert@geneseecountymi.gov. Email is the preferred method of contact.
5. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Wednesday, September 24, 2025, before 3:00 PM (EST)** 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.
6. **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 [Current Bids](#) (www.geneseecountymi.gov). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
7. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP.
8. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in **SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.

9. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
10. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
11. **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.
12. **Right to Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
13. **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 **Wednesday, October 1, 2025**, by 12:00 p.m. (EST), to the Genesee County Purchasing Department as listed above.
14. **Errors, Omissions, And Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.
15. **Best and Final Offers:** Discussions may be undertaken with those proposers whose proposal, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and revision of proposals (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

16. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
17. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
18. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
19. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
20. **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.
21. **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.
22. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
23. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
24. **News Release:** News releases pertaining to this RFP or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No

information regarding the procurement and services shall be released without prior approval of the contract administrator.

25. **Debarment and Suspension:** The contractor certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them for commission of fraud or 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

SECTION 4 – GENERAL INFORMATION & PURPOSE

This offering is to provide services to the 67th District Court, Genesee County Sobriety Court. The program seeks to secure a Contractor to provide substance abuse treatment services. The services include but are not limited to providing Substance Abuse Counselors (SAC) for care coordination in pre-court meetings, court review hearings, as well as providing two clinicians, two peer recovery coaches, 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 System and their designated PIHP 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) and their designated PIHP; 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 Genesee County Sobriety Court is in place through September 30, 2026, with the possibility of extension. Continuation of funding is sought through applications for grant funds from various sources.

The Genesee County Sobriety Court program 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 proposal 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. In order to ensure the best possible substance, use treatment for our participants and meet existing grant requirements, the vendor must be capable of supplying Genesee County Sobriety Court program with appropriate staffing in the form of two peer recovery coaches and two clinicians.

Sobriety Court is a court ordered term of probation that 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 as required.
- 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 [Clonazepam]). 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. Three 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 as required.
- Meet with the probation officer bi-weekly.
- Attend Sobriety Court sessions bi-weekly.
- Establish a payment plan for your court ordered obligations. *
- Will meet requirements through the Secretary of State for a restricted license if eligible.

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:

- 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 any other referrals for specialized intervention programs.
- Urinalyses for drugs and/or alcohol tested randomly as required.
- Meet with Probation Officer bi-weekly.
- Attend Sobriety Court sessions twice per month if employed. If unemployed, you 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 with your sponsor reflecting upon your sobriety in the program thus far and share with the Court. The document must be signed by your sponsor.

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:

- Urinalyses for drugs and/or alcohol will be administered randomly as required.
- Maintain interlock device, if applicable, or continue other drug/alcohol monitoring.
- Meet with Probation Officer once a month.
- Attend 3-5 12-step meetings or other self-help group meetings per week as determined by treatment and probation. *Two meetings 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 of 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.
- Maintain interlock device and valid proof of insurance, if applicable.
- Attend one Nationwide Interlock group. This will not count towards GCSC group requirement for the month (can be attended in phase 2). *not required if not eligible for restricted license.
- Provide proof of employment or school enrollment or completion of 20 hours of CSW per week, if not in school or employed.
- Chair a 12-step meeting or complete a recovery-oriented presentation on your personal recovery pathway (can be completed in phase 2).
- Draft a one-page writing assignment on what has been worked on with sponsor during phase 3, have sponsor sign and/or have sponsor attend a probation report appointment.
- 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 their 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 1-3 12-step meetings as determined by treatment and probation. *Two meetings 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 as required.
- 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 monthly probation appointments as directed by the Sobriety Court Team.

- Develop a Recovery Wellness Plan with a recovery coach.
- Draft a one-page writing assignment on what has been worked on with sponsor during phase 4, have sponsor sign and/or have sponsor attend a probation report appointment.
- Complete your established payment plan towards your financial obligations with the Court.
- Draft commencement speech and share in court your experience in the Genesee County Sobriety Court Program.

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 a minimum of 90 days, 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 allows 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 childcare 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.

SECTION 5 – SCOPE OF SERVICE

The proposer's treatment site must be located within a 10-mile radius of the Genesee County District Court located at 630 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. Sobriety Court requires proposers to offer a 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 participants according to local, state, and federal substance use provider licensing standards.
2. The proposer shall currently have and maintain contractual relationships to provide substance abuse and co-occurring services in good standing with Genesee Health Systems (GHS) and their designated PIHP 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 and/or a Psychiatric Nurse Practitioner available for evaluations, assessments, medication reviews, etc. The Psychiatrist and Psychologist shall be available for consultations with the sobriety court staff. If not on staff, the use of these services is 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 sobriety court team to facilitate ongoing communication.
5. The proposer will access funding (Medicaid, block grants, etc.) for treatment services through contractual relationship with Genesee Health Systems (GHS) for sobriety court participants.

The proposer shall accept commercial/private insurance as a form of payment to be able to provide services to participants who are not Medicaid, block grants, etc. eligible.

The proposer will designate two peer recovery coaches, two clinicians, one SAC to represent the therapeutic team at pre-court reviews (team meetings) as scheduled and court hearings (approximately 3-4 hours four times per month) with the Judge and the other members of the team such as probation officers, defense attorneys, the prosecuting attorney, law enforcement representative, and the community advisor.

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

8. The proposer shall address victimization and trauma issues utilizing "Seeking Safety" model.
9. The proposer should utilize evidence-based interventions appropriate to the population served.
10. The proposer should provide gender-specific group therapy services.
11. The proposer shall facilitate referrals and/or provide any care coordination/level of care needs and for all primary addiction, mental health and medical conditions.
12. The proposer shall provide through referral, coordination and monitor treatment needs that cannot be met by the SAC (e.g. residential treatment, domestic violence, special populations).
13. 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 childcare as needed.
14. The proposer should 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.
15. The proposer shall use all funds for only the Sobriety Court as identified herein.
16. The proposer shall submit monthly and/or quarterly invoices for billing to the appropriate staff in the manner determined by the Sobriety Court; no later than the 5th day past the end of the specified time period when services were provided.

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) and their designated PIHP; 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 them to serve those clients who fund their treatment through private insurance.

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 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 the 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.

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.
9. Describe the agency's policies and procedures surrounding referrals to other community agencies or subcontractors.

C. COST EFFECTIVENESS OF SERVICES PROPOSED

1. Proposed cost for providing SAC court attendance.
2. Proposed cost for providing SAC team meeting attendance.
3. Proposed cost for providing SAC documentation and data entry.
4. Proposed cost for clinicians.
5. Proposed cost for peer recovery coaches.
6. Proposed method of billing.

D. EXPERIENCE DELIVERING TREATMENT TO THE PROPOSED POPULATIONS

1. Describe agency experience working with caretakers 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 misdemeanor and felony offender population, specifically experience working with substance abuse offenders actively involved in the criminal justice system due to additional 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).
7. 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 some 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 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 and/or quarterly reports and invoices to the Court Coordinator(s) and Genesee County as specified by Sobriety Court. 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 the outcome measures as required through the contractual relationship with GHS and submit all results of these audits and reporting requirements to the Sobriety Court coordinator.
 - b) Report any incidents or investigations that result in suspension or termination of accreditation, licensure or GHS contractual relationships.

SECTION 9 - EVALUATION CRITERIA & SELECTION PROCEDURE

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

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.

Evaluation Criteria	Possible Points
Program Description – Nature of Services Proposed <ul style="list-style-type: none"> a. Program Design b. Frequency and duration of service c. Admissions process d. Ability to utilize evidence-based interventions for the population e. Outcome-based data collection, reporting, and evaluation criteria f. Ability to access and utilize the Drug Court Case Management and Information System. g. Completeness of services provided 	35
Cost Effectiveness of Service <ul style="list-style-type: none"> a. Line-Item Budget Summary including administrative fees and cost per service(s) provided. b. Explain how your organization will leverage the funds provided with other resources available in the community to help the target population. c. Process to confirm funding for client services. 	15
Experience Delivering Services to the Proposed Population <ul style="list-style-type: none"> a. Agency experience working with caretakers 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 misdemeanor or felony offender population. 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 legal complications as a result of substance use. 	35
Organizational Capacity to Provide Required Service <ul style="list-style-type: none"> a. Agency and Staff's capability and experience providing requested services. b. Fiscal stability 	15
TOTAL EVALUATION POINTS	100

SECTION 10 – INSURANCE REQUIRED FROM PROPOSERS

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.

Medical Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If this policy is a claim 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.

1.1 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
324 S Saginaw 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.

1.2 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.

COST PROPOSAL FORM

(complete and submit with proposal)

PROJECT: RFP 2-460 **Substance Abuse Treatment Services**

This proposal is to provide services to:

Agency: 67th District Court, Genesee County Sobriety Court ☐ Yes ☐ No

Personnel Category	Hourly Rate	Daily Rate
SAC court attendance	\$	\$
SAC team meeting attendance	\$	\$
SAC documentation and data entry	\$	\$
Clinician	\$	\$
Peer Recovery Coach	\$	\$

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

Submitted by:

BUSINESS NAME: _____

SERVICE ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PHONE: _____

CONTACT EMAIL: _____

SIGNATURE PAGE
GENESEE COUNTY RFP #25-460
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

CONTACT NAME POSITION

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX E-MAIL

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP:25-460 –Substance Abuse Treatment Services

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	\$1,000,000 accidental/disease \$1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
	4. Professional Liability	\$1,000,000 per occurrence with \$3,000,000 aggregate Including errors and omissions
X	5. Medical Professional Liability	\$1,000,000 per occurrence \$2,000,000 in aggregate
X	6. Automobile liability	\$1,000,000 combined single limit each accident – Owned, Hired, non-owned
	7. Umbrella liability/Excess Coverage	\$5,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
	9. Other Insurance Required:	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 25-460	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

_____ Liability policies are _____ occurrence _____ claims made _____

_____ Insurance Agent _____ Signature

Prospective Contractor's Statement

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

_____ Contractor _____ Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department, and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

REFERENCES

List 3 references of similar projects

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

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 324 S Saginaw 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. Term

1.1 Initial Term

The initial term of this Contract commences on **[Start Date]** and shall be effective through **[End Date]** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to four (4) 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

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.

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 **[Contract 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.
- 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.

Medical Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$2,000,000 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
324 S Saginaw 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.

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____
[Name]

[Title]

By: _____
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

This information will be provided upon mutual agreement between the County and selected vendor.

DRAFT