REQUEST FOR PROPOSAL

#6755

SEX OFFENDER TREATMENT SERVICES

FOR

Washtenaw County
TRIAL COURT – JUVENILE DIVISION

Issued By:
Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104
Angela O. Perry
Purchasing Manager
(734) 222-6768

Proposal Submitted by:

Please type Bidder’s Company Name & include as proposal cover
October 31, 2013

Washtenaw County Purchasing Division on behalf of Washtenaw County Trial Court-Juvenile Division is issuing a sealed RFP #6755 for Juvenile Sex Offender Treatment Services.

Sealed Proposals: Vendor will deliver one (1) unbound original and three (3) bound copies each with the pricing page flagged to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104

By Friday November 22\textsuperscript{nd}, 2013 at 4:00 PM EST

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Your proposal submission envelope must be clearly marked "SEALED RFP#6755".

- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry via e-mail only to perrya@ewashtenaw.org

- Please direct technical questions regarding this RFP to Dept contact Donna White via e-mail only at whitedj@ewashtenaw.org.

Thank you for your interest.
PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder” An individual or business submitting a bid to Washtenaw County

“Contractor/Vendor” One who contracts to perform services in accordance with a contract

“County” Washtenaw County in Michigan

“Court” Washtenaw County Trial Court - Juvenile Division

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP’s may be adjusted to allow for revisions. To be considered, one (1) original and three (3) copies (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR’S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.
F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of 3 year(s), with an option to renew an additional 0 years, pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor’s knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor’s private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor’s knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.
III. VENDOR SPECIFICATIONS

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

A. State the bidder’s qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.  
(Attach as Addendum A)

B. Staff performing the services on-site must be factory certified. A copy of the certificate must be included in the proposal.  
(Attach as Addendum B)

C. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.  
(Attach as Addendum C)

D. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.  
(Attach as Addendum D)

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

V. SCOPE OF WORK

Background Information

Purpose

The purpose of this contract is to provide comprehensive assessment and community-based treatment to sexually abusive youth under the jurisdiction of the Court. Though most of the youth are between the ages of 12 and 17, male, and of average intelligence and functioning, the contractor must be able to individualize treatment in order to successfully meet the needs of all youth including very young offenders, older youth, female offenders, youth with fetal alcohol spectrum disorders or
development disabilities, youth with significant medical or mental health conditions, youth with other delinquent behaviors, and youth with significant family disorder.

It is important to consider youth within the context of their families and their environments, and to develop holistic interventions with the goal of promoting healthy, well-adjusted youth. Promoting healthy family functioning, in addition to addressing sex offending behaviors, is a strong component of developing healthy youth. For some families, treatment may be necessary to help parents/caregivers to deal with the shame, guilt, and anger that are common to these circumstances. For other families, a focus of treatment may be to increase communication skills, parental supervision, establishment of structure and limits, safety planning, and to maintain healthy boundaries.

The contractor will work in close collaboration with the CSC Court Caseworkers to assure consistent and comprehensive assessment and case planning, treatment attendance and participation, and effective risk management for the purpose of assisting youth to:

- Accept responsibility for their offense;
- Identify contributing factors to their offense;
- Address cognitive distortions or thinking errors;
- Learn about healthy sexuality, boundaries, and relationships;
- Develop victim empathy;
- Develop pro-social skills and competencies;
- Establish positive peer relationships; and
- Promote healthy family functioning.

Approximately 25-35 youth are on the CSC caseload each year; an average of 10-15 youth in treatment at any given time. Caseloads and treatment intensity may vary throughout the year.

A. **Client Profile: Description of Target Population**

1. Eligible youths for whom the contract services are an alternative to out-of-home residential placements or treatment programs.

2. Eligible youths returning from out-of-home residential placements or treatment programs.

3. Eligible youths adjudicated in criminal court and sentenced as juveniles either on probation or returning from out-of-home residential placement.

4. Youth are generally male between the ages of 12 and 17, and of average intelligence and functioning. Ability to serve both males and females, ages 7 – 21, with or without developmental disabilities or significant mental illness is required.

B. **Eligible Client/Determination of Eligibility**
1. Referrals shall be made directly to the Contractor by the Washtenaw County Trial Court Juvenile Division. The referral packet will include a referral form; a copy of the court order; police report, and psycho-social case assessment. The Juvenile Division and Contractor shall jointly determine the eligibility of the client. The clients will normally be between the ages of 10-17, residents of Washtenaw County, who meet one or more of the following criteria:

   a. Have been adjudicated for criminal sexual conduct offense(s).

   b. Have expressed responsibility for a sexual offense and are determined in need of out-patient sex offender specific treatment.

   c. Returning from out-of-home residential treatment for sex offenders.

   d. Delinquent or Protective wards that have been determined in need of a diagnostic evaluation and supportive counseling services associated with sexual acting out behavior(s).

   e. Have been determined in need of specific services as an alternative to out-of-home residential/institutional placement or treatment.

2. The decision to exclude a youth from group modality of treatment will be made jointly between assessing clinician and assigned court caseworker.

C. Description of Type of Services to be Rendered

The Contractor must have the capacity to deliver the following types of services:

1. **Psychological evaluations** (minimally to include a client interview, parent interview, review of relevant records, intelligence testing, and projective testing) will be conducted at the request of the Juvenile Division on an as needed basis. The Contractor may request permission to conduct a psychological evaluation, if needed, to design an effective treatment plan.

2. **Psycho-sexual assessment, risk assessment, and treatment plan** for those persons referred by the Juvenile Division. Such services shall include, unless waived by the Juvenile Division, a sex offender specific evaluation, review and interpretation of the results and data, a current estimate of risk of recidivism, and a written report including a treatment plan with goals, objectives, mode and frequency of treatment. The Contractor may request permission to conduct a special diagnostic testing, if needed, to design an effective treatment plan.

3. **Group therapy sessions** will be scheduled and held weekly. (1.5 hours) Consideration should be given to the development of tiered levels of group treatment. One group which targets the higher risk,
more predatory offenders and a less intense group whose focus is on education of sex offender laws, developing healthy relationships and boundaries, and victim empathy. Any deviations from the weekly schedule will be agreed upon, in writing, by both the Contractor and the Juvenile Division Administrator or his/her designee, in advance of the scheduled session.

4. **Family support group** at least once per month. (1.5 hours)

5. **Individual therapy** sessions (55 minutes, face-to-face).

6. **Family therapy** sessions (55-minutes, face-to-face).

7. **Clinical polygraph examinations (CPE)** a CPE will be scheduled and completed within 30 days of the youth’s acceptance into the treatment program.

8. The Contractor will provide testimony at Probation Violation or Review hearings at the request of the probation officer.

9. **Monthly reports** detailing dates of contact with client, progress on treatment goals, recommendations, and projected date of completion.

10. **Initial and quarterly updated risk assessment.**

11. **Monthly case conferences** with referring caseworkers/probation officers.

The Juvenile Division shall provide the following:

1. A meeting place sufficient to hold group sessions.

2. A caseworker to supervise the youth in the community and collaborate with the Contractor to monitor treatment progress and outcomes.

D. **Description of Product or Outcome Expected**

1. Prevention and reduction of additional criminal sexual offenses committed by participants.

2. Prevention and reduction of additional non-sexual offenses committed by participants.


4. Avoidance/reduction of days of out-of-home detention.

5. Reduction of the days of care in out-of-home residential/institutional placement should it occur. (Early returns)

6. Opportunity for victim restoration and healing relationships.

E. **Compensation**
The Contractor shall submit a monthly invoice to the Juvenile Division. The invoice is to specify the fee charged for each service, grouped by youth. The invoice will also include the youth's name, date of service provided, type of service and the amount charged for the service.

F. Technical Assistance

The Juvenile Division shall, where required, provide training and technical assistance to the Contractor. The Juvenile Division shall also furnish the Contractor with any forms and instructions necessary to carry out the requirements of this Agreement.

G. Performance Records and Program Evaluation Reports

The Contractor shall submit to the Juvenile Division reports that indicate the effectiveness of activities performed under this agreement as indicated below:

1. Psychological evaluation—A comprehensive analysis of the data received (through personal interviews, reports and tests), current risk to the community, and comprehensive treatment recommendations not limited to sex-offender specific treatment (psychological evaluations will occur only when specifically requested by the referring caseworker/probation officer).

   a) The evaluation appointment will be scheduled within three business days of receipt of referral.

   b) The psychological evaluation will be completed and the report submitted to the referring caseworker/probation officer within fifteen business days of receipt of referral (with a goal of completion within ten business days, when possible).

2. Initial psycho-sexual evaluation – for each youth assessed. Assess the youth's amenability to treatment and current risk to the victim and the community. Description of youth's treatment goals, plan to reach those goals, and expected duration of treatment.

   a) The initial evaluation and orientation session will be scheduled within three days of receipt of the referral.

   b) The initial evaluation and orientation will be completed and the report submitted to the referring caseworker/probation officer within ten business days of receipt of the psychological evaluation (with a goal of completion within five business days, when possible).
3. Monthly progress reports for each youth—to include dates of youth’s and family’s attendance, youth’s and family’s motivation and participation in treatment, youth’s and family’s progress in treatment, and any noted increase in risk factors. Reports will be submitted to the supervising caseworker/probation officer by the fifth of the month following the reporting period.

4. A written report detailing the results of the Clinical Polygraph examination are to be submitted to the Court within five days of completed CPE. The results are to be shared with the youth, family and case manager to determine any additional services needed or issues of disclosure. The manner in which the results are to be shared will be determined between the treatment provider and the supervising caseworker/probation officer.

5. Quarterly updated risk assessment and treatment plan—long-term and intermediate (three-month) treatment goals and methods to reach them, and projected discharge date.

6. Discharge reports – to include length of service, types of service, risk assessment, general progress, and recommendations for future treatment.

H. Client Records

For each eligible client serviced under this Agreement, the Contractor shall maintain and submit to the Juvenile Division client case records consisting of:

1. Date of contact with client.

2. Individual treatment goals with measurable outcomes.

3. Monthly Progress report examining the offender’s progress in group, individual, and family work that is relevant.

4. Behavioral checklist assessing the offender’s motivation to comply within the program’s guidelines.

5. Initial and quarterly risk assessment.

6. Other material as may be reasonably specified by the Juvenile Division.

I. Service Documentation

The Contractor agrees to produce program narrative and statistical data to the Juvenile Division at the conclusion of the contract period.
J. Evaluation Criteria

The services provided by the Contractor under this Agreement shall be evaluated by the Juvenile Division on the basis of the following criteria:

1. The Contractor, in coordination with the Juvenile Division, will devise a program evaluation instrument for the purpose of determining the program’s effectiveness.

2. The Contractor will monitor client progress and success. The Juvenile Division Administrator or his/her designee and the Contractor will meet quarterly to review all aspects of the contract.

VI. STANDARD PROVISIONS FOR CONTRACTS

PROFESSIONAL SERVICE CONTRACT

AGREEMENT is made this ______ day of ______________, 2014, by the WASHTENAW COUNTY TRIAL COURT, with offices located in the County Courthouse, 101 E. Huron, Ann Arbor, Michigan (“Court”) and (“Contractor”).

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The purpose of this contract is to provide comprehensive assessment and community based treatment to sexually abusive youth under the jurisdiction of the Trial Court. The Contractor will provide the following types of services:

Description of Type of Services to be Rendered

1. Psycho-sexual assessment, risk assessment, and treatment plan for those persons referred by the Juvenile Division. Such services shall include, unless waived by the Juvenile Division, a sex offender specific evaluation, review and interpretation of the results and data, a current estimate of risk of recidivism, and a written treatment plan with goals, objectives, mode and frequency of treatment.

2. Home based (where appropriate) individual therapy sessions (55 minutes face-to-face).

3. Home based (where appropriate) Family therapy sessions (55 minutes, face-to-face).
4. Group therapy sessions will be scheduled and held weekly. (1.5 hours) Consideration should be given to the development of tiered levels of group treatment. One group which targets the higher risk, more predatory offenders and a less intense group whose focus is on education of sex offender laws, developing healthy relationships and boundaries, and victim empathy. Any deviations from the weekly schedule will be agreed upon, in writing, by both the Contractor and the Juvenile Division Administrator or his/her designee, in advance of the scheduled session.

5. Family support group at least once per month. (1.5 hours)

6. The contractor will provide testimony at probation violation or review hearings at the request of the probation officer.

7. The contractor will provide Court reports to the caseworker at least five days prior to the regularly scheduled hearing.

8. Monthly reports detailing dates of contact with client, progress on treatment goals, recommendations, and projected date of completion.


The Juvenile Division shall provide the following:

1. A meeting space sufficient to run individual and family sessions
2. A caseworker to supervise the youth in the community and collaborate with the Contractor to monitor treatment progress and outcomes.

Client Profile: Description of Target Population

1. Eligible youths for whom the contract services are an alternative to out-of-home residential placements or treatment programs
2. Eligible youths returning from out-of-home residential placements or treatment programs.
3. Eligible youths adjudicated in criminal court and sentenced as juvenile either on probation or returning from out-of-home residential placement.

A. Eligible Client/Determination of Eligibility

1. Referrals shall be made directly to the Contractor by the Washtenaw County Trial Court Juvenile Division. The referral packet will include a referral form; a copy of the court order; police report, and psycho-social case assessment. The Juvenile Division and Contractor shall jointly determine the eligibility of the client. The clients will normally be between the ages of 10-17, residents of Washtenaw County, who meet one or more of the following criteria:

   a. Have been adjudicated for criminal sexual conduct offense(s).

   b. Have expressed responsibility for a sexual offense and are determined in need of out-patient sex offender specific treatment.

   c. Returning from out-of-home residential treatment for sex offenders.
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d. Delinquent or Protective wards that have been determined in need of a diagnostic evaluation and supportive counseling services associated with sexual acting out behavior(s).

e. Have been determined in need of specific services as an alternative to out-of-home residential/institutional placement or treatment.

2. The decision to exclude a youth from group modality of treatment will be made jointly between assessing clinician and court caseworker.

D. Description of Product or Outcome Expected

1. Prevention and reduction of additional criminal sexual offenses committed by participants.

2. Prevention and reduction of additional non-sexual offenses committed by participants.


4. Avoidance/reduction of days of out-of-home detention.

5. Reduction of the days of care in out-of-home residential/institutional placement should it occur. (Early returns)

6. Opportunity for victim restoration and healing relationships.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the Court will pay the Contractor an amount.

The Contractor shall submit a monthly invoice to the Trial Court. The invoice will specify for each youth: the youth’s name, date of service, type of service provided and the amount charged for the service.

The invoice shall be submitted to the Juvenile Division five (5) working days from the end of the monthly billing period. If the billing is not received during this period, no payment shall be made by the Court for the billing period unless an exception is specifically authorized by the Juvenile Division Administrator or his/her delegated representative. In no event shall the Court make payment to the Contractor for billings submitted more than one hundred and eighty (180) days after the billing period. The Court will pay the Contractor for invoices submitted within a given billing period, no later than 30 days after the end of that billing period.

The contractor will not bill the youth or family’s insurance company for services rendered under this contract.

ARTICLE III - REPORTING OF CONTRACTOR
Section 1 - The Contractor is to report to the Juvenile Division Administrator or her designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor’s name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the Court Administrator.

Section 4 - The Court may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the Court Administrator.

Section 6 - After reasonable notice to the Contractor, the Court may review any of the Contractor’s internal records, reports, or insurance policies.

ARTICLE IV – PERFORMANCE RECORDS AND PROGRAM EVALUATION REPORTS

The Contractor will submit to the Trial Court reports that indicate the effectiveness of activities performed under this agreement as indicated below:

1. Timeline of service initiation and reports:
   a. An intake and Orientation session will be held within 14 days of receipt of the referral.
   b. A full written treatment plan, incorporating all necessary assessments will be delivered to the Court within 30 days of the initial Intake and Orientation session.

2. Client Records

For each eligible client serviced under this Agreement, the Contractor shall maintain and submit to the Juvenile Division client case records consisting of:

A. Date of contact with client.

B. Individual treatment goals with measurable outcomes.

C. Monthly Progress report examining the offender's progress in group, individual, and family work that is relevant.

D. Initial and quarterly treatment plan.

E. Other material as may be reasonably specified by the Juvenile Division.
3. **Other**

   a. Any unscheduled absence from any service by a youth or family will be reported to the caseworker within 24 hours of the absence. A youth or family’s absence from treatment may only be excused by the caseworker.

**ARTICLE V - TERM**

This contract begins on January 1, 2014 through December 31, 2016.

**ARTICLE VI - PERSONNEL**

   **Section 1** - The Contractor will provide the required services and will not subcontract or assign the services without the Court’s written approval.

   **Section 2** - The Contractor will not hire any Court employee for any of the required services without the Court’s written approval.

   **Section 3** - The parties agree that the Contractor is neither an employee nor an agent of the Court for any purpose.

   **Section 4** – The Contractor and all employees delivering service under this contract must pass a criminal background check.

   **Section 5** – Licensed Master’s Level Therapists are preferred.

   **Section 6** - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned by or affiliated with the contractor. For purposes of this contract, the term, “offshore” refers to any area outside the contiguous United States, Alaska or Hawaii.

**ARTICLE VII - INDEMNIFICATION AGREEMENT**

The Contractor will protect, defend and indemnify Washtenaw County Trial Court, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor’s own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County Trial Court in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-Contractor, or any employee, agent or representative of the Contractor or any sub-Contractor.

**ARTICLE VIII- INSURANCE REQUIREMENTS**
The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers’ Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of $100,000 each accident for any employee.

2. Commercial General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage. The County shall be added as “additional insured” on general liability policy with respect to the services provided under this contract.

3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each accident for bodily injury and property damage.

4. Professional Liability coverage with a minimum limit of $1,000,000 each occurrence. The County shall be added as “additional insured” on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County Trial Court. Contractor shall be responsible to Washtenaw County Trial Court or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Trial Court Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Court Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Court’s Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County Trial Court 101 E. Huron St., P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS
The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X- INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI- CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive
consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either $11.64 per hour with benefits or $13.65 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2014 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County’s Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - ASSIGNS AND SUCCESSORS

This contract is binding on the Court and the Contractor, their successors and assigns. Neither the Court nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving sixty (60) days written notice to the other party.

ARTICLE XV - EQUAL ACCESS

The Contractor shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the Court. Any publication of the information or results must be co-authored by the Court.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.
ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Court and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

WASHTENAW COUNTY TRIAL COURT

By: __________________________
    Donald E. Shelton
    Chief Judge, Washtenaw County Trial Court

CONTRACTOR

APPROVED AS TO FORM:

By: __________________________
    Curtis N. Hedger
    Office of Corporation Counsel

ATTESTED TO:

By: __________________________
    Lawrence Kestenbaum
    Clerk/Register of Deeds

Acknowledgement:

The County Administrator hereby acknowledges the foregoing document as executed in accordance with the existing Memorandum of Understanding between the County and the Court.
(Include) PRICE SHEET

Cost per service unit:

- per parent support group session.
- per group therapy session
- per psychological evaluation and report received.
- per psych-sexual evaluation and report received.
- per individual therapy session.
- per family therapy session.
- per sex offender specific/risk screening tool administered
- per polygraph administered and report received.
- other, specify:______________________.
The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Signature page must be signed and returned as part of vendor proposal.

☐ By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.