

**Third Judicial Circuit Court of Michigan for Wayne County, Michigan**  
**Request for Proposal for Legal Services for Parents in Child Welfare**  
**Matters in the Juvenile Section of the Family Division**

**Issue Date: October 19, 2020**

**Pre-Application Question Deadline: January 6, 2021**

**Pre-Application Answers to Questions posted: January 13, 2021**

**Application Deadline: January 27, 2021**

**Application Submission Format:**      **Electronic Application Submitted to**  
[CPLR/QLRRFP@3rdcc.org](mailto:CPLR/QLRRFP@3rdcc.org)

**Application Contact: Richard Smart**    Phone: (313) 833-4777  
Email: [CPLR/QLRRFP@3rdcc.org](mailto:CPLR/QLRRFP@3rdcc.org)

**Description:** The Third Judicial Circuit Court of Michigan (“Court”) requests applications from organizations to provide specified legal services as described below for parents in the Court’s Family Division-Juvenile Section. Selected organizations will serve as Independent Contractors. The organizations will represent parents in matters regarding landlord-tenant issues, misdemeanor and ordinance violations in district courts, housing issues, immigration issues, assistance in obtaining public benefits, driver’s license restoration, obtaining social security benefits, guardianships, divorce, resolution of domestic violence issues, substance abuse issues, assistance in providing supplemental parent support, and other ancillary matters pertaining to the resolution of matters with respect to the parent’s involvement with the Court and the child welfare system.

The Request for Proposal (RFP) includes an application and is available online at 3rdcc.org. From time to time, the Court may update this RFP and supporting documents. Applicants are responsible for any additional information, changes, and addenda regarding this RFP posted on the Court website at www.3rdcc.org through the application deadline. Please email any questions to the contact address provided in this document.

Questions regarding the substance of this RFP or scope of services must be submitted via e-mail to the Application Contact no later than the Pre-Application Question Deadline indicated above. Answers will be posted on the Court website on January 13, 2021.

Interested parties must submit a completed electronic application on or before the Application Deadline indicated above to [CPLR/QLRRFP@3rdcc.org](mailto:CPLR/QLRRFP@3rdcc.org). A late application will not be accepted—NO EXCEPTIONS.

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## SECTION 1-INSTRUCTIONS

**1) Communications:** In an effort to create an unbiased procurement process, the Court established a single point of contact to be used by Interested Parties. From the issue date of this RFP until the Court selects a successful applicant, all requests or contacts with Court Personnel for clarification or additional information regarding this RFP, or the evaluation process must be made solely through the Application Contact listed on the cover page of this RFP. **No contact regarding this RFP process with other Court employees is permitted.**

A violation of this provision is cause for the Court to reject an application. Upon discovering that a violation has occurred, the Court reserves the right to reject any application or terminate any contract awarded pursuant to this RFP.

**2) Pre-Application Information and Questions:** The Court will evaluate each timely submitted application on its merit and completeness of all requested information. In preparing applications, Interested Parties are advised to rely only upon the contents of this RFP, the accompanying documents, and any written clarifications or addenda issued by the Court. If an applicant finds a discrepancy, error, or omission in the application package, or requires a clarification of it, the applicant is requested to notify the Application Contact, so that written clarification may be posted on the RFP page at [www.3rdcc.org](http://www.3rdcc.org). All questions must be submitted in writing to the Application Contact before the Pre-Application Question Deadline listed on the front of this document. All answers will be issued in the form of a written addendum. The Court is not responsible for any oral representations inadvertently made by staff.

**3) Request for Application Modifications:** Clarifications, modifications, or amendments may be made to this RFP at any time prior to the Application Deadline at the discretion of the Court. It is the Interested Party's responsibility to periodically check the Court's webpage at [www.3rdcc.org](http://www.3rdcc.org) until the posted Application Deadline to obtain any issued addenda.

**4) Application Submission:** To be considered, the application must be prepared in the manner and detail specified in this RFP.

- a. Applications must be submitted digitally to [CPLR/QLRRFP@3rdcc.org](mailto:CPLR/QLRRFP@3rdcc.org), on or before the date and time indicated as the deadline. It is the Interested Party's responsibility to ensure that the Executive Court Administrator's Office receives its application by the deadline. This responsibility rests entirely with the Interested Party.
- b. Applications received after the above deadline will not be accepted. The time stamp on the email shall serve as the official time of receipt.
- c. The opening of an application does not constitute the Court's acceptance of the submission as a qualifying application.

- d. Applications must be enclosed in a sealed envelope and clearly marked on the outside with the following: name of the applicant organization and **Response to RFP for Parent Representation**.
- e. Submission of a qualifying application establishes a conclusive presumption that the applicant is thoroughly familiar with the terms and conditions of this RFP and the Independent Contractor Agreement for Legal Services for Parents. A qualifying application signifies that the applicant understands and agrees to abide by the attached contract and each of the stipulations and requirements contained therein.
- f. All costs incurred in the preparation and presentation of the application, as well as any resulting contract, are the organization's sole responsibility. The Court will not reimburse such costs to any organization. All documentation submitted with the application becomes the property of the Court.

**5) Application Signatures:** Each signature represents a binding commitment upon the organization to provide the services offered to the Court under the terms specified in this RFP, if the applicant is determined to be among the most responsive and responsible respondents. Applicants may use either a written or digital signature as provided at MCR 1.109(E).

**6) Contract Award:** The Court reserves the right to withdraw this RFP or to award contracts to any number of qualified applicants. The Court may waive informalities in the application if it is in the Court's interest. The applicants to whom the contracts are offered will be notified at the earliest possible date. A contract award is contingent upon the availability of funds, as determined solely by the Court. Acceptance of an application does not constitute a binding contract. Failure to accept the terms and conditions of the Court's **Independent Contractor Agreement for Legal Services for Parents** may deem the organization non-responsive.

**7) Application Modifications:** An Interested Party may clarify, modify, or amend a submitted application prior to the Application Deadline Date only within the discretion of the Court and with the written approval of the Application Contact.

**8) Rejection:** The Court reserves the right to accept or reject any or all applications, and to waive any minor informality or irregularity in applications received, if it is determined that the best interests of the Court will be served by doing so.

**9) Compliance with Laws:** The applicant must comply with all federal, state, and local laws and policies including, but not limited to:

- i. The Michigan Civil Rights Act;
- ii. The Persons with Disabilities Act;
- iii. The Age Discrimination Act;

- iv. Section 504 of the Rehabilitation Act; and
- v. Title VII of the Civil Rights Act of 1964

**10) Non-Discrimination:** The Court will not contract with any organization or person that discriminates against employees or applicants for employment because of any factor not related to job performance. Applicants must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. If the Court permits a subcontract of services, Applicants must include in their subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

**11) Disqualification of Applicants:** Any one or more of the following causes may be considered sufficient for the disqualification of an application and the rejection of the Application: (a) lack of competency as revealed by past work; (b) lack of responsibility as shown by past work; (c) insufficient staffing/support; (d) lack of financial strength; and/or (e) insufficient insurance.

**12) Discussions:** The Court may contact applicants, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements.

**13) Applicant Responsibilities:** Applicants must be capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain these capabilities throughout their performance under the **Independent Contractor Agreement for Legal Services for Parents**. The Court will consider the signators for the successful applicants to be the sole points of contact with regard to contractual matters unless a different contact person is identified. Successful applicants will be responsible for all services in this RFP whether they are provided or performed by the successful applicants or subcontractor(s). The Court must approve in writing any proposed subcontractor prior to the successful applicant permitting the subcontractor to perform any services established by this Agreement. Successful applicants are responsible for all payments and liabilities arising under this Agreement. This includes any payments and liabilities to any approved subcontractor(s).

**14) Disclosure of Contents:** All information provided in the application shall be held in confidence and shall not be revealed or discussed with other applicants except as provided by law or court decision.

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## SECTION 2-SPECIFICATIONS AND SCOPE OF WORK

### I. Introduction

#### A. Issuing Court

This Request for Proposal (hereinafter, RFP) is issued by the Third Judicial Circuit of Michigan (“the Court”) through the Executive Court Administrator’s Office located in Room 711, Coleman A. Young Municipal Center, Two Woodward Avenue, Detroit, Michigan 48226. Copies of this RFP may be obtained on-line at <http://3rdcc.org>.

#### B. General Purpose

The purpose of this RFP is to solicit proposals from interested associations of attorneys or attorney organizations, (hereinafter “Applicants”), who wish to provide legal representation, including serving as attorneys for parents, who are respondents or non-respondents in child welfare proceedings before the Court’s Family Division-Juvenile Section (the Juvenile Section) or who are at risk of same. The scope of services for the representation of parents includes, but is not necessarily limited to, the following issues:

- Landlord Tenant;
- District Court Misdemeanor and ordinance violation defense;
- Pre-adjudicative custody matters in a domestic relations case;
- Guardianship;
- Housing;
- Immigration:
- Driver License Restoration:
- Social Security Disability:
- Divorce:
- Domestic Violence:
- Substance Abuse:
- Multidisciplinary Support:
- Supplemental Support Services; and
- Public Benefits

#### C. Background

Pursuant to MCL 712A.1, *et seq.*, and MCR 3.900, *et seq.*, in Wayne County, the Circuit Court’s Family Division–Juvenile Section adjudicates proceedings involving juveniles in the form of child welfare proceedings (neglect). The judicial resources of the Juvenile

Section include the Presiding Judge of the Juvenile Section, five other judges, and thirteen referees. Currently all preliminary examinations for neglect cases are conducted by one referee permanently designated for this purpose. The judges and referees are divided into “teams” comprised of one referee associated to a particular judge. With the exception of preliminary examinations, all other proceedings will be conducted by the judicial teams. “Judge Demands” will be assigned to the judge with whom the referee is paired.

## **II. Nature of Work**

### **A. General Requirements**

#### **1. Qualifications and Licensure**

The Applicant must provide attorneys licensed to practice law in the State of Michigan who are in good standing with the State Bar of Michigan. They shall provide competent supplemental legal and multidisciplinary representation for parents who appear in the Juvenile Section or who are at risk of same. The representation may include cases involving landlord tenant, district court misdemeanor and ordinance violation defense matters, housing, supplemental supportive services, public assistance, guardianships, pre-adjudicative custody matters, immigration, driver license restoration, social security disability, divorce, domestic violence, and substance abuse. This includes serving as parent’s or parents’ attorney in these matters prior to any adjudication and post-adjudicative matters. Additionally, Applicants may offer multidisciplinary support and arrange for supplemental social services for parents such as, parent support partners and assistance with obtaining public benefits. Reference to duties and ethical obligations include, but are not limited to, the Michigan Rules of Professional Conduct, all statutory requirements as set forth in the Juvenile Code, MCL 712A.1, *et seq.*, and the Michigan Court Rules of 1985.

#### **2. Conflicts of Interest**

In performing, the duties awarded under this RFP, the Applicant shall perform a conflict of interest search within seven days of the initial appointment and notify the Court of any conflict before the service is performed. Notification of the conflict of interest to the Court shall be by written notification. If the conflict of interest is later discovered, the Applicant shall immediately notify the Court by written notification.

### **B. Term**

The term of any contract entered into because of this RFP shall be for no more than three years. Any contract remains contingent upon the



availability of funds provided by Michigan Department of Health and Human Services (MDHHS), Child and Parent Legal Representation (CPLR) and Quality Legal Representation (QLR) Title IV-E Grants. The COURT shall make an initial award of one year and, in its sole and complete discretion, have the option to offer the SUCCESSFUL BIDDER a chance to renew this AGREEMENT for a period up to two (2) additional years. The Court reserves the right within its sole discretion to extend or terminate a contract as needed.

### **III. Procedure for Submission**

#### **A. Form and Contents**

1. The contents of a proposal must include the following: a Detailed Plan for Delivery of Legal Services: pricing; staffing; organizational structure, and experience.
2. The Detailed Plan for Delivery of Services shall contain the following sections:
  - a. The Applicant's detailed plan for delivery of the requested legal services and supplemental social services.
  - b. Pricing:

Building on the service delivery plan outlined above, proposals must explain the charges associated with the services and the total cost for the delivery plan.
  - c. Staffing/Organizational Structure:

The plan shall explain the organization of the Applicant, including staffing provided by attorneys and non-attorneys. The description of the Applicant's organization should include:

    1. the names of attorneys who are associated with the Applicant's organization,
    2. a statement certifying that each of these attorneys is a member in good standing of the State Bar of Michigan,
    3. a statement indicating the training and experience that each of the Applicant's attorneys who will perform legal services

under this RFP has in the specific areas of representation, and

4. a statement indicating that the Applicant will obtain and maintain the required professional liability insurance for each attorney and/or for the corporation or association performing services under any contract issued pursuant to this RFP.

The Applicant must agree that upon being awarded a contract under this RFP, the Applicant will name the Court as a co-insured on any policy of professional liability insurance for services delivered under the contract. The Court retains discretion to reject Proposals where the amount of liability insurance is insufficient. The policy must be a minimum of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate for each attorney performing under the contract.

d. Experience:

A description of the experience delivering the services described in Section 2, c.3 (above) by the Applicant and any other attorneys used in the performance of the contract.

e. Financial Strength

The Applicant must, to the satisfaction of the Court, demonstrate its financial ability to carry out the obligations set forth in this Request for Proposal. Financial statements audited in accordance with the accounting principles generally accepted in the United States must be submitted for the last two (2) years to ensure that the applicant is financially capable to fulfill the terms of the contract.

3. Assurances and Certifications

a. Indemnification:

A provision in which the Applicant agrees to indemnify the Court, its judges, and/or its personnel against all liability and costs for all claims made against the Court and/or its judges and/or personnel for claims arising out of the

delivery of services under this RFP or performance or nonperformance by the Applicant or any of its personnel of any contract arising out of this RFP.

b. Independent Contractors:

The Applicant agrees that the Applicant and any of its employees or agents shall be deemed Independent Contractors of the Court for all purposes. The Court shall not be responsible for any additional payments of any nature. This includes salary or any other form of compensation, insurance or benefits provided by the Applicant to its employees or agents.

c. Compliance with Federal and State Law:

A provision under which the Applicant agrees that in performing any contract entered into as a result of this RFP, the Applicant shall conduct its operations in accordance with all federal or Michigan civil rights statutes, including but not limited to Title VII of the Civil Rights Act of 1964, the Michigan Civil Rights Act, and the Michigan Persons with Disabilities Civil Rights Act.

d. Conflict of Interest:

A provision under which the Applicant certifies that it has no interest, nor will it subsequently acquire one, that would give rise to a conflict of interest between itself (including its attorneys, professionals and paraprofessionals) and the Court or any judge in the Juvenile Section, and that none of its principals or officers is a relative of a judge or administrator of the Court as set forth in the provision of the Michigan Supreme Court Administrative Order 2016-5.

e. Accounting:

A provision in which the Applicant agrees to maintain full and complete books, ledgers, or accounts or records that reflect its operations with respect to any contract entered into as a result of this RFP for seven years following the conclusion of the contract. The Court shall have the right to examine and audit the records during this period.

**B. Manner and Place of Submission**

Interested parties must submit a completed electronic application on or before the Application Deadline indicated above to [CPLR/QLRRFP@3rdcc.org](mailto:CPLR/QLRRFP@3rdcc.org). The subject line shall state "Proposal for Legal Services for Juveniles." A late application will not be accepted—NO EXCEPTIONS.

**C. Format of Proposal**

Interested parties shall format the proposal to reflect the following standards: 8 ½" x 11" paper, 12 point font, and double spaced

**D. Deadline for Submission and Award.**

Proposals shall be submitted to the Court by January 27, 2021, at which date the Court will begin to review any proposals submitted to it. It is anticipated that the Court will enter into one or more contracts under this RFP no later than February 26, 2021. However, if the Court finds that there are insufficient qualified applications, it retains the right to reopen the process.

**IV. Review of Proposals**

1. The Court's Chief Judge or his or her designee(s) will review all timely submitted Proposals. This may include the Presiding Judge of the Juvenile Section. At the end of the review process, the Chief Judge will select one or more Applicants with whom the Court will enter into a contract, see attached, based on the Applicant's Proposal.
2. The award of one or more contracts under the RFP shall be based on an evaluation of an Applicant's ability to competently and economically provide the services required by this RFP as reflected in the proposal, including, but not limited to, an evaluation of:
  - a. The expertise, training, and past experience in providing legal representation in matters listed in this RFP in general and in particular in Wayne County.
  - b. The appropriateness of the plan for the delivery of legal services as contained in a Proposal and whether it sufficiently conforms to the organization of the Juvenile Section as described in the RFP.
  - c. The provision of the services required under this RFP at the most economical and effective cost.
  - d. The financial strength of the Applicant as a measure of the Applicant's ability to deliver services throughout the term of the agreement.
3. In the sole and exclusive discretion of the Court, the Court shall evaluate each Proposal and accord such weight to the foregoing factors and the other factors contained in the Proposal, as the Court

deems to be in the best interests of the parties appearing before the Court or at risk of appearing before the Court. No one factor shall necessarily be determinative.

4. The contents of a Proposal, if accepted by the Court, may, in the Court's discretion, become part of the contract that the Court enters into with the Applicant. In the event that the Court deems a Proposal to be generally acceptable, the Court reserves the right to enter into a contract with the Applicant on the basis of the Proposal, even if the terms of the contract ultimately entered into with the Applicant are not contained in a Proposal or are contrary to the terms of a Proposal.

**Assistance**

Written questions regarding this RFP should be directed to the Court dedicated email address at [CPLR/QLRRFP@3rdcc.org](mailto:CPLR/QLRRFP@3rdcc.org).

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## **SECTION 3-FORM OF CONTRACT**

### **SUCCESSFUL BIDDER AGREEMENT FOR Legal Services for Parents in Child Welfare Matters in the Juvenile Section of the Family Division**

This Independent Contractor Agreement for Legal Services for Juveniles (hereinafter "this AGREEMENT") is made between the Third Judicial Circuit Court of Michigan (hereinafter "the COURT"), and XXXXXXXXXX (hereinafter "YYYYYY").

#### **1. INDEPENDENT CONTRACTOR**

**1.1** XXXXXXXXX is an independent contractor not an employee of the COURT. No liabilities or benefits, either expressed or implied, shall arise or accrue to either party other than those expressly set forth in this AGREEMENT. XXXXXXXXX is not and shall not, under any circumstances represent that he/she is an employee of the COURT.

**1.2** The COURT does not retain the right to control or direct XXXXXXXXX's activities or the performance of any services undertaken under this AGREEMENT for the Court by XXXXXXXXX. XXXXXXXXX shall have control of the manner and means of performance under this AGREEMENT to ensure its performance comports with its legal and ethical obligations under this AGREEMENT and to the clients represented.

**1.3** XXXXXXXXX shall not have nor hold itself out as having any right, power, or authority to create any contract or obligation, expressed or implied, on behalf of, in the nature of, or binding upon the COURT, unless the COURT specifically consents to the proposed obligation in writing. The COURT shall not be made a party to, and expressly disclaims any interest in, any contract made by XXXXXXXXX to which the COURT is not a signatory.

**1.4** The COURT shall have no authority to require XXXXXXXXX and XXXXXXXXX is not obliged to exclusively devote its efforts to the COURT. This AGREEMENT does not prevent XXXXXXXXX from working for, providing services to, or entering into service contracts with other entities, courts, litigants, attorneys, state or local governments, corporations, or members of the general public as long as the contracts do not create a conflict of interest under this AGREEMENT.

**1.5** The COURT is not responsible for training attorneys employed by, members of, contracted to, or otherwise associated with XXXXXXXXX. XXXXXXXXX shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively, efficiently, diligently, and responsibly provide the COURT with the services of a juvenile attorney on an as-needed basis in compliance with contractual, statutory, and court rule requirements.

**1.6** The COURT may in its sole discretion provide XXXXXXXX with an office or workspace in the courthouse facilities. The COURT shall not provide XXXXXXXX with the tools, vehicles, or equipment XXXXXXXX may need to perform the duties of a juvenile attorney/legal guardian ad litem under this AGREEMENT. XXXXXXXX shall bear the sole responsibility for providing necessary tools, vehicles, or equipment required to perform the duties of a juvenile attorney/legal guardian ad litem under this AGREEMENT.

## **2. TERMS OF AGREEMENT**

**2.1** XXXXXXXX must comply with all federal, state and local laws and policies, including, but not limited to:

- i. The Michigan Civil Rights Act;
  - ii. The Persons with Disability Act;
  - iii. The Age Discrimination Act;
  - iv. Section 504 of the Rehabilitation Act;
  - iv. Title VII of the Civil Rights Act of 1964; and
  - v. The Drug-Free Workplace Act of 1988;
- in performing any duties under this AGREEMENT.

**2.2** XXXXXXXX will not discriminate against employees or applicants for employment because of any factor not related to job performance. XXXXXXXX must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. XXXXXXXX must include in their subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

**2.3** XXXXXXXX agrees that any one or more of the following factors may result in the termination of this agreement for cause: (a) lack of competency as revealed by past or present work; (b) lack of responsibility as shown by past or present work; (c) insufficient staffing/support; and/or (d) insufficient insurance.

**2.4** XXXXXXXX agrees that it will provide all services as described under SECTION 3 – SPECIFICATIONS AND SCOPE OF WORK. It will maintain those capabilities throughout its performance under this Agreement for Legal Services for Parents in Child Welfare Matters in the Juvenile Section of the Family Division. XXXXXXXX will be responsible for all services in this Agreement whether it is provided or performed by XXXXXXXX or subcontractor(s). XXXXXXXX must have prior written approval from the Court before using subcontractors in the performance of this AGREEMENT. The Court will consider XXXXXXXX to be the sole point of contact with regard to contractual matters and performance of the terms of this AGREEMENT. XXXXXXXX must identify all subcontractors and the services they provide to the Court. XXXXXXXX is responsible for all payments and liabilities of all subcontractors.

**2.5** The term of this contract shall be for one (1) year with the option to extend it for up to two additional one-year terms. Written notice of the intent to renew must be provided at least 120 days prior to the expiration of the current term. The AGREEMENT shall not exceed three (3) years. The Court reserves that right to terminate a contract as needed with or without cause.

## **SPECIFICATIONS AND SCOPE OF WORK**

**3.1** The scope of services for the representation of serving as attorneys for parents, who are respondents or non-respondents in child welfare proceedings before the Juvenile Section of the Court's Family Division (the Juvenile Section) or who are at risk of same. The scope of services for the representation of parents includes, but is not necessarily limited to, the following issues:

- Landlord Tenant
- District Court Misdemeanor and ordinance violation defense matters
- Pre-adjudicative custody matters in a domestic relations case
- Guardianship
- Housing
- Immigration
- Driver License Restoration
- Social Security Disability
- Divorce
- Domestic Violence
- Substance Abuse
- Multidisciplinary Support
- Supplemental Support Services
- Public Benefits

**3.2** XXXXXXXX must provide attorneys licensed to practice law in the State of Michigan who are and remain in good standing with the State Bar of Michigan. All attorneys supplied by XXXXXXXX shall complete at least two (2) juvenile-related trainings per year. This includes (any special requirements?). XXXXXXXX attorneys shall provide competent legal representation for juveniles who appear in the Juvenile Section in all cases before the COURT.

**3.3** XXXXXXXX shall perform a conflict of interest search within seven (7) days of the initial appointment or referral and notify the Court of any conflict on or before the pretrial, if any, ,or within 7 days of the referral. XXXXXXXX shall notify the Court of a conflict of interest by written motion prior to any pretrial. If the conflict of interest is discovered after the pretrial, XXXXXXXX shall immediately notify the Court by written motion.

## **4. INSURANCE**

**4.1** XXXXXXXX, at its expense, must maintain during the term of this Contract the following insurance coverage:



A. Professional Liability Insurance endorsed to include Directors and Officers insurance, if applicable, and providing Errors and Omissions coverage, and Personal and Advertising Injury coverage at least \$1,000,000 per occurrence and \$3,000,000 aggregate in the following endorsements unless provided in a separate policy at the identified limits: legal professions and sexual abuse liability in connection with the performance of XXXXXXXX's responsibilities under this AGREEMENT.

B. Workers' Compensation Insurance that meets Michigan statutory requirements for any employees.

C. Commercial General Liability insurance, endorsed to include Contractual Liability, with minimum limits of \$3,000,000 each for bodily injury and property damage, per occurrence and in the aggregate.

D. Commercial Automobile Liability Insurance covering owned, non-owned, and leased vehicles with minimum combined single limits of One Million Dollars (\$1,000,000).

**4.2** All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan who are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating no lower than XI and a policyholder's service rating no lower than [A] as listed in A.M. Best's Key Rating guide, current edition or interim report.

**4.3** Insurance policies must name Wayne County, the funding unit for the Court, as an additional insureds and loss payees. Coverage may not be canceled or materially changed without at least 30 days prior notice from XXXXXXXX to and the agreement of the Court and County. XXXXXXXX must submit certificates evidencing the insurance to the Court's Office of General Counsel and County's Risk Management Division at the time XXXXXXXX executes the Contract and at least fifteen (15) days prior to the expiration dates of such policies.

**4.4** XXXXXXXX agrees to indemnify the Court and Wayne County, its judges, and/or its personnel against all liability and costs for all claims made against Wayne County, the Court, its judges, and/or its personnel where the claim arises out of the performance or non-performance by XXXXXXXX arising out of this contract.

## **5. OBLIGATION TO CONTRACTOR**

**5.1** XXXXXXXX agrees that XXXXXXXX and any of its employees, agents or contractors shall be deemed Independent Contractors of the Court for all purposes. The Court shall not be responsible for any additional payments of any nature, including salary or any form of insurance or benefits, to the employees, agents, or contractors of XXXXXXXX outside those defined in this contract.

## **6. CONFLICT OF INTEREST**

**6.1** XXXXXXXX certifies that it has no interest, nor will it subsequently acquire one,

that would give rise to a conflict of interest between itself (including its attorneys) and the Court or any judge in the Family Division-Juvenile Section. XXXXXXXX further certifies that none of its principals or officers is a relative of a judge or administrator of the Court as set forth in the provision of the Michigan Supreme Court Administrative Order 2016-5.

## **7. ACCOUNTING**

**7.1** XXXXXXXX agrees to maintain full and complete books, ledgers, accounts, and/or records that reflect its operations with respect to this contract or any contract entered into as a result of the execution of this contract for seven years following the conclusion of this contract. The Court shall have the right to examine and audit the records during this period.

**7.2** Financial Strength XXXXXXXX must, to the satisfaction of the Court, demonstrate its financial ability to carry out the obligations set forth in this Request for Proposal. Financial statements audited in accordance with the accounting principles generally accepted in the United States must be submitted for the last two (2) years to ensure that the applicant is financially capable to fulfill the terms of the contract.

## **8. ABILITY TO PRACTICE BEFORE THE COURT**

**8.1** XXXXXXXX agrees that an attorney providing legal representation under this contract shall be qualified, and will remain qualified to receive appointments from the Family Division, Juvenile Section under the then current local administrative order regarding court appointments of attorneys. XXXXXXXX agrees that no attorney found to be ineligible under the Court's qualification procedure as set forth in the then current local administrative order regarding court appointment of attorneys shall be permitted to appear on behalf of XXXXXXXX. XXXXXXXX's failure to abide by this requirement shall be considered a material breach and constitutes grounds for termination of the contract for cause at the Court's discretion.

## **9. TERM OF AGREEMENT**

**9.1** This AGREEMENT shall commence on the date upon which all parties have executed it.

**9.2** XXXXXXXX will have no authority to start work, the COURT will authorize no payments, and the COURT will not be liable for any materials purchased or services rendered by XXXXXXXX prior to the award of this AGREEMENT.

**9.3** The term of this contract shall be for one (1) year with the option to extend it for up to two additional one-year terms. Written notice of the intent to renew must be provided at least 120 days prior to the expiration of the current term. The AGREEMENT shall not exceed three (3) years. The Court reserves that right to terminate a contract as needed with or without cause.

**9.4** This AGREEMENT will not automatically be renewed upon completion of the term of this AGREEMENT.

## **10.COMPENSATION**

**10.1** Annual compensation under the terms of this AGREEMENT shall not exceed \$ZZZ.00. The Court will pay XXXXXXXX in increments of 1/12<sup>th</sup> of the total annual award.

**10.2** The compensation stated in this AGREEMENT is inclusive of all remuneration to which XXXXXXXX may be entitled from the COURT. XXXXXXXX shall not receive any salary, fringe benefits, including but not limited to holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, and/or insurance benefits, in addition to or in lieu of the compensation expressly stated in this AGREEMENT.

**10.3** To the extent the COURT pays XXXXXXXX for services that XXXXXXXX performs under this AGREEMENT, the Court shall not withhold any federal, state, or local income taxes, social security taxes, or other deductions required by either local, state, or federal governments from the fees remitted to XXXXXXXX. XXXXXXXX bears the sole responsibility for reporting and sending to the appropriate entity any required federal, state, or local income tax or other taxes or fees arising from this AGREEMENT. Wayne County, as the funding unit of the COURT, shall provide XXXXXXXX with an Internal Revenue Service Form 1099, MISC as soon as is practicable after the end of each calendar year. In light of XXXXXXXX's status as an independent contractor, the COURT cannot and does not provide workers' compensation or unemployment insurance for those employed by, working for, associated with, members of, or contracted with XXXXXXXX.

## **11.METHOD OF PAYMENT**

**11.1** It shall be the responsibility of XXXXXXXX to initiate payments by completing a service voucher signed by the Chief Judge or the Executive Court Administrator and/or their designees.

**11.2** XXXXXX shall support each voucher with a spreadsheet detailing the clients served, hours and services provided, and other relevant data explaining the work performed for the month.

**11.3** All vouchers must be submitted within 30 days of its accrual of the performance of services for which payment is requested, or the COURT will deem the claimed payments waived and not payable.

## **12.INDEMNIFICATION**

**12.1** The COURT does not accept responsibility and shall not be liable for the acts

of XXXXXXXX. XXXXXXXX shall defend, indemnify, and hold harmless Wayne County, the COURT, any of the COURT's agencies, including, but not limited to, any of the COURT's agents or employees, from any and all lawsuits, claims, liabilities, losses, obligations, damages, penalties, costs, charges, and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by, or asserted against the COURT by reason of any of the following during the term of this AGREEMENT:

- a. Any negligent, grossly negligent, intentional, criminal, or other wrongful act of XXXXXXXX; or
- b. Any failure by XXXXXXXX to perform XXXXXXXX's obligations, implied or expressed, under this AGREEMENT.

**12.2** XXXXXXXX shall be liable to the COURT for damages sustained by the COURT by virtue of any breach of this AGREEMENT by XXXXXXXX. This includes any costs the COURT might incur enforcing or attempting to enforce this AGREEMENT. The COURT may withhold any payment(s) due to XXXXXXXX for the purpose of setoff until the trial court or other appropriate tribunal determines the exact amount of damages or costs due to the COURT from XXXXXXXX.

**12.3** It shall be XXXXXXXX's responsibility, and not the responsibility of the COURT, to safeguard the property and materials used by XXXXXXXX pursuant to XXXXXXXX's performance under this AGREEMENT. XXXXXXXX shall hold the COURT harmless for any loss of such property and materials used by XXXXXXXX.

**12.4** XXXXXXXX shall pay all taxes and other obligations on payments received under this AGREEMENT, and shall indemnify and hold the COURT harmless against loss from any and all claims, demands, and actions in law or in equity by any federal, state, or local taxing authority or government with respect to payments received under this AGREEMENT, including but not limited to claims, demands or actions involving the nonpayment or underpayment of federal income tax, state income tax, local income tax or social security tax payments.

**12.5** In the event that any action or proceeding shall be brought against the COURT due to any claim covered under this AGREEMENT, XXXXXXXX, upon notice from the COURT, shall, at XXXXXXXX's sole cost and expense, resist or defend the same.

**12.6** In the event that any action or proceeding is brought against the COURT by reason of any claim, the COURT may, at its sole discretion, hire an attorney, attorneys, or a firm to defend the COURT, and then seek indemnification from XXXXXXXX, and withhold any payment(s) to XXXXXXXX for the purpose of setoff until such time as the exact amount of any attorneys' fees owed by the COURT are determined.

### **13. TERMINATION**

**13.1** This AGREEMENT may be terminated by either party, without cause, by giving written notice to the other party at least sixty (60) days before the effective date of the termination, whereupon this AGREEMENT shall terminate. In the case of a material breach, the Court shall give XXXXXXXX fourteen (14) days' notice to cure before terminating the Agreement. If, after the expiration of the fourteen (14) day notice period, the breach remains uncured or the Court does not reasonably believe that XXXXXXXX can adequately and timely cure the breach, the Court may immediately terminate this AGREEMENT for cause.

**13.2** Subject to the setoff provisions of this AGREEMENT, any compensation due and owing XXXXXXXX at the time of termination shall be paid as soon thereafter as can be authorized by the COURT.

### **14. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS**

**14.1** XXXXXXXX shall comply with all applicable federal, state, and local requirements, including, but not limited to, laws, statutes, ordinances, codes, regulations, administrative rules, orders, and decrees of bodies or tribunals as they may apply to this AGREEMENT, and could have an effect on the federal program, including the Drug-Free Workplace Act of 1988.

**14.2** XXXXXXXX shall comply with all grant agreements, provisions stated within the Catalog of Federal Financial Assistance, and state and federal laws and other rules and regulations related to this funding source.

**14.3** XXXXXXXX shall comply with all Federal Office of Management and Budget circulars complying with the federal funding provided under this AGREEMENT, which include but are not limited to, A-133 for audit requirement, A- 102 for administrative requirements, 87 Cost Principles for Government, and Special Federal Grant Provisions.

**14.4** XXXXXXXX shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, contrary to 1976 P.A. 453, Section 209, or otherwise because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identification, marital status, or other protected status.

**14.5** XXXXXXXX shall comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act, 1976 P.A. 453, No. 220, as amended (MCL 37.1101 *et seq.*) and Section 504 of the Federal Rehabilitation Act of 1973, P.A. 930112, 87 Stat 355, which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of this handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or

activity receiving federal financial assistance.

**14.6** XXXXXXXX shall comply with the Americans with Disabilities Act of 1990, P.A. 101-336, 104 Stat 327, which prohibits discrimination against individuals with disabilities and provides enforcement standards.

## **15. CONFLICT OF INTEREST**

**15.1** XXXXXXXX shall not have a personal or financial interest and shall not acquire any such interest, direct or indirect that would conflict in any manner or degree with the performance of the services under this AGREEMENT.

**15.2** No officer, member, or employee of the COURT, or other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this AGREEMENT, shall have any personal or financial interest, direct or indirect, in this AGREEMENT.

**15.3** XXXXXXXX shall not have any of the following relationships with any judge, referee, Executive Court Administrator, or any other court administrator mentioned in this AGREEMENT: spouse, child, parent, brother, sister, grandparent, grandchild, uncle, aunt, niece, nephew, first cousin, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, or father-in-law.

## **16. CONFIDENTIALITY**

**16.1** XXXXXXXX shall take all necessary and appropriate steps to keep confidential and protect all confidential information furnished to XXXXXXXX by the COURT, and designated by law, regulation, rule or the COURT as confidential.

## **17. GENERAL/MISCELLANEOUS**

**17.1 Waiver** No assent or waiver, expressed or implied, or any breach of any one or more of the terms of this AGREEMENT shall be deemed to be taken to be a waiver of any other term or condition in this AGREEMENT or as assent to continuation of such breach.

**17.2 Disputes** The Parties agree that each has the right to seek legal or equitable relief in a federal or state court having jurisdiction in Wayne County, Michigan, regarding any dispute, controversy, or claim arising out of or relating to this AGREEMENT. Michigan law shall govern such disputes.

**17.3 Force Majeure** Neither party shall be liable under the AGREEMENT for delays, failures to perform, damages, losses, destruction or malfunction of any property or equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, utility curtailments, power failures, explosions,

civil disturbances, governmental actions, or any other cause beyond their reasonable control, provided that the party affected by such event shall immediately begin or resume performance as soon as is practicable after the event has been abated.

- 17.4 Notice** Unless otherwise agreed to in a writing signed by both parties, all notices, requests, demands, and other communications under this AGREEMENT shall be in writing and shall be effective and deemed to have been received: (a) when delivered in person; (b) five (5) business days after having been mailed by certified or registered United States mail, postage prepaid, return receipt requested; or (c) the next business day after having been sent by a nationally recognized overnight mail or courier service, return receipt requested. Unless otherwise provided, notices shall be sent to the parties appearing on the signature page at the listed address.
- 17.5 Assignment** Neither party may assign this AGREEMENT or the rights and obligations contained in the AGREEMENT without the written consent of the other party. The AGREEMENT shall be binding on, inure to the benefit of, and be enforceable by the parties to this AGREEMENT and their respective successors and permitted assigns.
- 17.6 Debarment and Suspension.** Assurance is hereby given to the Court that XXXXXXXX shall comply with federal regulation 45 CFR Part 76. XXXXX certifies to the best of its knowledge and belief that it and any subcontractors it is authorized to use under this AGREEMENT:
- 17.6.1** Are not presently debarred, suspended, proposed for debarment, and declared ineligible or involuntarily excluded from covered transactions by any federal department or contractor;
- 17.6.2** Have not within a three (3) year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against it 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;
- 17.6.3** Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 17.6.2; or
- 17.6.4** Have not within a three (3) year period preceding this AGREEMENT had one or more public transaction(s) (federal, state, or local) terminated for cause or default.

## **18. ENTIRE AGREEMENT AND LIMITATIONS ON MODIFICATION**

**18.1** This AGREEMENT sets forth the sole and entire agreement of the parties with respect to the subject matter contained herein. No prior oral or written statements or representations not contained herein shall have any force or effect.

**18.2** The terms and conditions of this AGREEMENT shall not be subject to any modification, except for a modification of COURT policies or regulations, if any, to the

contrary. Only the Chief Judge or Executive Court Administrator has any authority to modify or supersede the conditions and terms of this AGREEMENT, and any such modification must be in writing, and signed by the Chief Judge or Executive Court Administrator.

**IN WITNESS WHEREOF**, the COURT and XXXXXXXXXX have executed this AGREEMENT.

_____ Witness	_____ XXXXXXXXXX Name, Title Street Address City, State Zip Code Telephone Number	_____ Date
_____ Witness	_____ COURT Zenell Brown Executive Court Administrator Two Woodward Avenue 711 CAYMC Detroit, MI 48226 313 224-5261	_____ Date