

Third Judicial Circuit Court of Michigan for Wayne County, Michigan
Request for Proposal for Legal Services for Juveniles

Issue Date: November 3, 2017

Pre-Application Question Deadline: December 4, 2017

Application Deadline: February 1, 2018

Application Submission Format: **Hard Copy Submissions Required**
Office of the Executive Court Administrator
711 Coleman A. Young Municipal Center
2 Woodward Avenue
Detroit, MI 48226

Application Contact: Zenell Brown

Phone: (313) 224-5363
Email: LGALRFP@3rdcc.org

Description: The Third Judicial Circuit Court of Michigan for Wayne County, Michigan (“Court”) requests applications from organizations to provide legal services as described herein for juveniles in the Juvenile Section of the Court. Selected organizations will serve as Independent Contractors and represent juveniles in matters regarding delinquency, neglect/abuse, guardianship, appeals, specialty courts, educational advocacy, and other ancillary matters pertaining to the resolution of matters with respect to their involvement with the Court.

The Request for Proposal includes an application. Applications can also be obtained from the Office of the Deputy Court Administrator at 1025 E. Forest, Building B, Suite 238, Detroit, MI 48207. Until the Application Deadline, applicants must check the Third Circuit Court website at www.3rdcc.org for additional information and/or addenda regarding this Request for Proposal. If you have any questions, please email them to the contact address provided in this document.

Questions regarding the substance of this Request for Proposal 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 Third Circuit Court website on December 20, 2017

An original and six copies of the application are due on or before the Application Deadline indicated above and must be delivered to the Office of the Executive Court Administrator. 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 throughout the procurement process. From the issue date of this Request for Proposal until successful applicants are selected, all requests for clarification or additional information regarding this Request for Proposal, or contacts with Court personnel concerning this Request for Proposal or the evaluation process must be solely to the Application Contact listed on the cover page of this Request for Proposal.

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 Request for Proposal. No contact regarding this document with other Court employees is permitted.

2) Pre-Application Information and Questions: Each timely application will be evaluated on its merit and completeness of all requested information. In preparing applications, interested parties are advised to rely only upon the contents of this Request for Proposal and 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. The Court is not responsible for oral representations. 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.

3) Request for Application Modifications: Clarifications, modifications, or amendments may be made to this Request for Proposal at any time prior to the Application Deadline at the discretion of the Court. It is the organization's responsibility to periodically check the Court's webpage at 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 Request for Proposal.

- a. Applications must be submitted to the Executive Court Administrator's Office at Two Woodward Avenue, 711 Coleman A. Young Municipal Center, Detroit, MI 48226, on or before the date and time indicated as the deadline. It is each organization's responsibility to ensure that the Executive Court Administrator's Office receives its application by the deadline. This responsibility rests entirely with the organization, regardless of delays resulting from postal handling or for any other reasons. Applications will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:30 p.m. local time, Monday through Friday, except for observed holidays.

- b. Applications received after the above deadline will not be accepted and will be returned to the applicant unopened. The Court Administration timestamp shall be the official time.
- 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 Juvenile Attorney RFP.
- e. Submission of a qualifying application establishes a conclusive presumption that the applicant is thoroughly familiar with this Request for Proposal and specifications and terms of the Independent Contractor Agreement for Legal Services for Juveniles, and that the applicant understands and agrees to abide by each of the stipulations and requirements contained therein.
- f. Applications must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the applicant must initial corrections in ink.
- g. Applications sent by any electronic means will not be considered. Applications must be submitted in traditional paper format.
- h. 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 will become 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 if the applicant is determined to be among the most responsive and responsible respondents.

6) Contract Award: The Court reserves the right to withdraw this Request for Proposal or to award contracts to any number of applicants. The Court may waive informalities 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, within the sole discretion of 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 Juveniles may deem the organization non-responsive.

7) Application Modifications: Clarifications, modifications, or amendments to any application that has been submitted, but prior to the Application Deadline Date, may be made only within the discretion and 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 provisions of the Wayne County Procurement Ordinance governing “Ethics in Public Contracting”, as applicable to contractors, being Article XII of Chapter 120, and Contractor agrees to provide all required disclosures;
- ii. The Michigan Civil Rights Act;
- iii. The Persons with Disabilities Act;
- iv. The Age Discrimination Act;
- v. Section 504 of the Rehabilitation Act;
- vi. The Slavery Era Disclosure Ordinance;
- vii. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.

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. The anti-discrimination policies of the Wayne County Procurement Ordinance, Article XI of Chapter 120 of the Wayne County Code, are incorporated into Court contracts. 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; and/or (d) 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 those capabilities throughout their performance under the Independent Contractor Agreement for Legal Services for Juveniles. The Court will consider the successful applicants to be the sole points of contact with regard to contractual matters. Successful applicants will be responsible for all services in this Request for Application whether they are provided or performed by the successful applicants or subcontractor(s). All subcontractors must be approved in writing by the Court prior to performing services established by this Agreement. Successful applicants

must identify a contact person and all subcontractors and the services they provide. Successful applicants are responsible for all payments and liabilities of all 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.

SECTION 2-SPECIFICATIONS AND SCOPE OF WORK

I. Introduction

A. Issuing Court

This Request for Proposal (hereinafter, the 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. Further 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 “Vendors”), who wish to provide legal representation, including serving as lawyer-guardian ad litem, for juveniles who are the subject of juvenile delinquency (delinquency) or abuse and neglect (neglect) proceedings in the Juvenile Section of the Court’s Family Division (the Juvenile Section). The scope of services for the representation of children and juveniles includes, but is not necessarily limited to, the following:

- Delinquency
- Neglect/Abuse
- Guardianship
- Appeals
- Representation in supervised treatment of alcohol and narcotic dependency (STAND)
- Representation in Juvenile Mental Health Court
- Serving as an Educational Advocate
- Addressing custody matters as the need arises under the Third Circuit’s Family Court Plan.

Ancillary Hearings – There will be times when neglect and abuse hearings may be heard in conjunction with a custody, parenting time, and/or financial support hearings. A juvenile judge may hear these matters to resolve the neglect proceeding. The vendor group will be required to represent the children in these proceedings.

C. Background

Pursuant to MCL 712A.1, *et seq.*, and MCR 3.900, *et seq.*, in Wayne County, the Family Division – Juvenile Section adjudicates proceedings involving juveniles in the form of delinquency and neglect. The judicial resources of the Juvenile Section include the

Presiding Judge of the Juvenile Section, five other judges, and twelve 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 teams. Generally, each referee maintains a “blended” docket consisting of both delinquency and neglect cases. However, a referee typically hears delinquency or neglect cases on separate days. “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 Vendor 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 legal representation for juveniles who appear in the Juvenile Section that may include cases involving delinquency, neglect, domestic relations, guardianships, educational advocacy, and custody matters. This includes serving as an lawyer-guardian ad litem. 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.*, especially MCL 712a.17d (concerning the duties of a lawyer guardian ad litem), and the Michigan Court Rules of 1985, including those provision addressing proceedings involving juveniles, MCR 3.901, *et seq.* Selected vendors will receive assignments to a specific judge-referee team. There will be one Vendor selected for each of the six judge-referee teams. Selected vendors shall provide legal representation to juveniles and children in all matters as it pertains to the specific judge-referee team. The Court intends to select one vendor for each judge-referee team. If the Court determines that there are insufficient qualified vendors, then the Court reserves the right to choose a vendor to provide legal representation to juveniles and children in all matters as it pertains to more than one judge-referee team.

2. Conflicts of Interest

The vendor shall perform a conflict of interest search within seven days of the initial appointment and notify the Court of any conflict on or before the pretrial. Notification of the conflict of interest to the Court shall be by written motion. If the conflict of interest is later

discovered, the Vendor shall immediately notify the Court by written motion. If the vendor determines that a conflict of interest exists between what the juvenile/child may require be argued on their behalf and what the attorney may conclude is in the best interest of the juvenile/child, the Court will allow the representation as Guardian Ad Litem to continue. An attorney from the Emergency House Counsel list will be appointed to represent what the juvenile/child may required be argued as the attorney for the juvenile/child.

B. Assignment to the Preliminary Examination Proceeding

The Vendor shall provide legal representation in the preliminary examination courtroom for juveniles in cases that will be assigned to the particular referee or judge in whose courtroom the Vendor has agreed to provide juvenile representation. If the assignment for a particular juvenile will be made based on prior representation pursuant to the provisions of the then current local administrative order concerning the assignment of counsel, the petition will be assigned to the prior attorney/organization.

C. Assignment for Non-Preliminary Examination Proceedings

The Vendor shall provide legal representation, including serving as the lawyer-guardian ad litem, to juveniles who appear in a particular referee or judge courtroom in delinquency and neglect proceedings. However, the representation of a juvenile is subject to reassignment to another attorney based on prior representation pursuant to the provisions of the then current local administrative order concerning the assignment of counsel. The scope of the representation shall include all trial proceedings, including trial before a judge to whom the referee is linked.

D. Assignment for Appellate Proceeding

A separate Vendor will be selected to represent juveniles/children for any appellate proceedings.

E. Term

The term of any contract entered into because of this RFP shall be for three years. The COURT shall, in its sole and complete discretion, have the option to offer the SUCCESSFUL BIDDER a chance to renew this AGREEMENT for a period of time up to two (2) years The Court reserves the right 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.

If the Applicant submits a bid for the delivery of representation of juveniles/children for appeals, it must be separate from the plan for delivery of trial level legal 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 Vendor, including staffing provided by attorneys and non-attorneys. The description of the Vendor's organization should include:
 1. the names of attorneys who are associated with the Vendor'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 that each of its attorneys who will perform legal services under this RFP has completed all requisite training prior to performing such services, and
 4. a statement indicating that the applicant will obtain and maintain professional liability insurance for each attorney and/or for the corporation or association.

The Vendor must agree that upon being awarded a contract under this RFP, the Vendor will name the Court as a co-insured on any policy of professional liability insurance. 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.

d. Experience:

- A description of the experience of the Applicant and its attorneys representing juveniles, as described in Section 2, I.B. (above).

3. Assurances and Certifications

a. Indemnification:

- A provision in which the Vendor 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 Vendor or any of its personnel of any contract arising out of this RFP.

b. Independent Contractors:

- The Vendor agrees that the Vendor 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 form of insurance or benefits, to the employees or agents of the Vendor.

c. Compliance with Federal and State Law:

- A provision under which the Vendor agrees that in performing any contract entered into as a result of this RFP, the Vendor 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 Vendor 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 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 Order 2016-5.
- e. Accounting:
- A provision in which the Vendor agrees to maintain full and complete books, ledger, 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.
- f. Ability to Practice before the Court:
- A provision by which the Vendor agrees that an attorney providing legal representation under a contract that is entered as a result of this RFP shall be qualified and will remain qualified to receive appointments from the Juvenile Section under the then current local administrative order regarding court appointment of attorneys. 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 Vendor. Vendor's failure to abide by this requirement shall be considered a material breach and constitutes grounds for termination of the contract at the Court's discretion.

B. Manner and Place of Submission

The original written document and six copies of the Proposal shall be placed in a sealed envelope and be delivered to the Court's Executive Court Administrator, Ms. Zenell Brown, located in Room 711, Coleman A. Young Municipal Center, Two Woodward Avenue, Detroit, Michigan 48226. The envelope shall be clearly marked

“Proposal for Legal Services for Juveniles.” Proposals sent via fax or email attachment shall not be considered.

C. Format of Proposal

The proposal must be on 8 ½” x 11” paper and 12 point font, double spaced and 1 sided

D. Deadline for Submission and Award.

Proposals shall be submitted to the Court by February 1, 2018, at which date the Court will begin to review any proposals submitted to it. However, if the Court finds that there are insufficient qualified applications, it retains the right to reopen the process. It is anticipated that the Court will enter into one or more contracts under this RFP no later than May 1, 2018.

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 Vendors with whom the Court will enter into a contract based on the Vendor’s Proposal.
2. The award of one or more contracts under the RFP shall be based on an evaluation of a Vendor’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 and past experience in providing legal representation to juveniles 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.
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 herein, as the Court deems to be in the best interests of the juveniles appearing before the Court and 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 Vendor. In the event that the Court deems a Proposal to be generally acceptable, the Court reserves the right to enter into negotiations with the Vendor and enter into a contract with the Vendor

on this basis of those negotiations, even if those terms of the contract ultimately entered into with the Vendor 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 LGALRFP@3rdcc.org.

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SECTION 3-FORM OF CONTRACT

SUCCESSFUL BIDDER AGREEMENT FOR COURT OFFICER

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 _____ (hereinafter "the SUCCESSFUL BIDDER").

1. INDEPENDENT CONTRACTOR

1.1 The SUCCESSFUL BIDDER 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. The SUCCESSFUL BIDDER 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 the SUCCESSFUL BIDDER's activities or the performance of any services undertaken for the COURT by the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER shall have control of the manner and means of performance under this AGREEMENT to ensure service comports with the applicable court rules and statutes.

1.3 The SUCCESSFUL BIDDER shall not have, or hold himself/herself 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 in writing. The COURT shall not be made a party to, and expressly disclaims any interest in, any contract made by the SUCCESSFUL BIDDER to which the COURT is not a signatory.

1.4 The COURT shall not have any authority to require the SUCCESSFUL BIDDER, and the SUCCESSFUL BIDDER is not obliged, to devote his/her efforts to the COURT on a full-time basis. This AGREEMENT does not prevent the SUCCESSFUL BIDDER from working for, providing services to, or entering into service contracts with other entities, courts, litigants, attorneys, businesses, sheriff's offices, state or local governments, corporations, or members of the general public.

1.5 The COURT is not responsible for training the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER 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/legal guardian ad litem on an as-needed basis, and in compliance with statutory and court rule requirements.

1.6 The COURT shall not provide the SUCCESSFUL BIDDER with an office or with any work space, or with the tools, vehicles, or equipment the SUCCESSFUL BIDDER may need to perform the duties of a juvenile attorney/legal guardian ad litem. The SUCCESSFUL BIDDER shall bear the sole responsibility for providing any and all tools, vehicles, or equipment needed to perform the duties of a juvenile attorney/legal guardian ad litem.

2. TERMS OF AGREEMENT

2.1 The SUCCESSFUL BIDDER must comply with all Federal, State and local laws and policies, including, but not limited to:

- i. The provisions of the Wayne County Procurement Ordinance governing “Ethics in Public Contracting,” as applicable to contractors, being Article XII of Chapter 120, and Contractor agrees to provide all required disclosures;
- ii. The Michigan Civil Rights Act;
- iii. The Persons with Disability Act;
- iv. The Age Discrimination Act;
- v. Section 504 of the Rehabilitation Act;
- vi. The Slavery Era Disclosure Ordinance;
- vii. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.

2.2 The SUCCESSFUL BIDDER will not discriminate against employees or applicants for employment because of any factor not related to job performance. SUCCESSFUL BIDDER must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The anti-discrimination policies of the Wayne County Procurement Ordinance, Article XI of Chapter 120 of the Wayne County Code, are incorporated into Court contracts. SUCCESSFUL BIDDER must include in their subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

2.3 The SUCCESSFUL BIDDER agrees that any one or more of the following causes may result in the termination of this agreement: (a) lack of competency as revealed by past work, (b) lack of responsibility as shown by past work, (c) insufficient staffing/support, and/or (d) insufficient insurance.

2.4 The SUCCESSFUL BIDDER agrees that it will provide all services as described under SECTION 3 – SCOPE OF WORK and will maintain those capabilities throughout their performance under this Agreement for Legal Services for Juveniles. SUCCESSFUL BIDDER will be responsible for all services in this Agreement whether they are provided or performed by SUCCESSFUL BIDDER or subcontractor(s). If the SUCCESSFUL BIDDER uses subcontractors, all subcontractors must have prior written approval of the Court. The Court will consider the SUCCESSFUL BIDDER to be the sole point of contact with regard to contractual matters. SUCCESSFUL BIDDER must identify all subcontractors and the services they provide. SUCCESSFUL BIDDER is responsible for all payments and liabilities of all subcontractor(s).

3. SPECIFICATIONS AND SCOPE OF WORK

3.1 The scope of services for the representation of children and juveniles includes, but is not necessarily limited to the following:

- i. Delinquency
- ii. Neglect/Abuse
- iii. Guardianships in juvenile proceedings
- iv. Appeals
- v. Representation in the Supervised Treatment of Alcohol and Narcotic

- vi. Dependency (STAND) program
- vi. Representation in Juvenile Mental Health Court
- vii. Serving as an Educational Advocate
- viii. Addressing custody matters as the need arises under the Third Circuit's Family Court Plan
 - Ancillary Hearings – There will be times when neglect and abuse hearings may be heard in conjunction with a custody, parenting time, and/or financial support hearing. A juvenile judge sitting as a domestic relations judge may hear these matters to resolve the neglect proceeding. If required by the Court the SUCCESSFUL BIDDER shall represent the children in these proceedings.

3.2 Pursuant to MCL 712A.1 *et seq.*, and MCR 3.900, *et seq.*, in Wayne County, the Family Division – Juvenile Section adjudicates proceedings involving juveniles in the form of delinquency and neglect. The judicial resources of the Juvenile Section include the Presiding Judge of the Juvenile Section, five other judges, and twelve 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 permanently associated with a particular judge. With the exception of preliminary examinations, all other proceedings will be conducted by the teams. Generally, each referee; maintains a “blended” docket consisting of both delinquency and neglect cases. A referee typically hears delinquency or neglect cases on separate days. Judges can hear delinquency and neglect cases on the same day. “Judge Demands” will be assigned to the judge with whom the referee is assigned.

3.3 The SUCCESSFUL BIDDER 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. SUCSSFUL BIDDER shall provide competent legal representation for juveniles who appear in the Juvenile Section in delinquency and neglect cases. This includes serving as an attorney-guardian ad litem. 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.*, especially MCL 712a.17d (concerning the duties of a lawyer guardian ad litem); and the Michigan Court Rules of 1985, including those provisions addressing proceedings involving juveniles, MCR 3.901, *et seq.*

SUCCESSFUL BIDDER will receive assignments to a specific judge-referee team. There will be one successful bidder selected for each of the six judge-referee teams. Selected successful bidders shall provide legal representation to juveniles and children in all matters as it pertains to the specific judge-referee team. The Court reserves the right to choose a vendor to provide legal representation to juveniles and children in all matters as it pertains to more than one judge-referee team, if the Court determines that there are not sufficient number of qualified vendors.

The SUCCESSFUL BIDDER shall perform a conflict of interest search within seven days of the initial appointment and notify the Court of any conflict on or before the pretrial. Notification of the conflict of interest to the Court shall be by written motion. If the conflict of interest is later discovered, the SUCCESSFUL BIDDER shall immediately notify the Court

by written motion. A conflict of interest may arise for the lawyer-guardian ad litem between the legal interest of the child and what may be in the best interest of the child. If it is determined that a conflict of interest exists between what the child may require be argued on their behalf and what the lawyer-guardian ad litem may conclude is in the best interest of the child, then the lawyer-guardian ad litem will be allowed to continue as the Guardian Ad Litem. An attorney from the Emergency House Counsel list will be appointed to represent the legal interests of the child as the attorney.

3.4 A separate vendor is selected to represent juvenile/children on appeal. If SUCCESSFUL BIDDER is selected to represent juvenile/children on appeal, then the SUCCESSFUL BIDDER will not represent juvenile/children under Section 3.3 of the contract.

3.5 The SUCCESSFUL BIDDER shall provide legal representation in the preliminary examination courtroom for juveniles/children in cases that will be assigned to the particular referee or judge in whose courtroom the SUCCESSFUL BIDDER has agreed to provide juvenile/child representation. Additionally, if the case remains on the docket of the preliminary hearing referee on the Active Efforts Docket, then the SUCCESSFUL BIDDER will continue to represent the juvenile/child on the Active Efforts Docket in the courtroom of the preliminary hearing referee. If the assignment for a particular juvenile/child will be made based on prior representation pursuant to the provisions of the current local administrative order concerning the assignment of counsel, the petition will be assigned to the prior attorney/organization.

3.6 The SUCCESSFUL BIDDER shall provide legal representation, including serving as lawyer-guardian ad litem, to juveniles who appear in a particular referee or judge courtroom in delinquency and neglect proceedings. However, the representation of a juvenile is subject to reassignment to another attorney based on prior representation pursuant to the provisions of the then current local administrative order concerning the assignment of counsel. The scope of the representation shall include all trial proceedings, including trial before a judge to whom the referee is linked.

3.7 The term of this contract shall be for three years. The COURT shall, in its sole and complete discretion, have the option to offer the SUCCESSFUL BIDDER a chance to renew this AGREEMENT for a period of time up to two (2) years. The Court reserves that right to terminate a contract as needed.

4. – INSURANCE AND INDEMNIFICATIONS

4.1 The SUCCESSFUL BIDDER agrees that the Court is named as a co-insured on any policy of professional liability insurance. The policy must be a minimum of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate for each attorney.

4.2 The SUCCESSFUL BIDDER agrees to indemnify the Court, its judges, and/or its personnel against all liability and costs for all claims made against the Court, its judges, and/or its personnel where the claim arises out of the performance or non-performance by

the SUCCESSFUL BIDDER arising out of this contract.

5. – OBLIGATION TO SUCCESSFUL BIDDER

5.1 SUCCESSFUL BIDDER agrees that SUCCESSFUL BIDDER and any of its employees, agents or subcontractors 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 the SUCCESSFUL BIDDER.

6. – COMPLIANCE WITH FEDERAL AND STATE LAW

6.1 SUCCESSFUL BIDDER agrees that in performing any duties under this contract, SUCCESSFUL BIDDER 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 Disability Civil Rights Act.

7. – CONFLICT OF INTEREST

7.1 SUCCESSFUL BIDDER 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, 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 Order 2016-5.

8. – ACCOUNTING

8.1 SUCCESSFUL BIDDER agrees to maintain full and complete books, ledger, or accounts 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.

9. – ABILITY TO PRACTICE BEFORE THE COURT

9.1 SUCCESSFUL BIDDER 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. SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER. SUCCESSFUL BIDDER's failure to abide by this requirement shall be considered a material breach and constitutes grounds for termination of the contract at the Court's discretion.

10. TERM OF AGREEMENT

10.1 This AGREEMENT will be deemed to have been awarded, and will be binding upon the Court only after it has been signed by all parties.

10.2 The SUCCESSFUL BIDDER will have no authority to start work, no payments will be authorized by the COURT, and the COURT will not be liable for any materials purchased or services rendered by the SUCCESSFUL BIDDER prior to the award of this AGREEMENT.

10.3 This AGREEMENT shall commence on the date upon which all parties have executed it, and shall end three (3) years from the commencement date, unless otherwise extended.

10.4 This AGREEMENT will not automatically be renewed upon completion of the term of this AGREEMENT. The COURT shall, in its sole and complete discretion, have the option to offer the SUCCESSFUL BIDDER a chance to renew this AGREEMENT for a period of time up to two (2) years.

11. COMPENSATION

11.1 Compensation under the terms of this agreement shall not exceed _____.

11.2 The compensation stated in this AGREEMENT is inclusive of all remuneration to which the SUCCESSFUL BIDDER may be entitled from the COURT. The SUCCESSFUL BIDDER 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.

11.3 To the extent the COURT pays the SUCCESSFUL BIDDER for services the SUCCESSFUL BIDDER 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 the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER bears the sole responsibility for reporting and sending to the appropriate entity any required federal, state, or local income tax. The COURT shall provide the SUCCESSFUL BIDDER with an Internal Revenue Service Form 1099, MISC at the end of each calendar year. In light of the SUCCESSFUL BIDDER's status as an SUCCESSFUL BIDDER, the COURT cannot and does not provide workers' compensation or unemployment insurance for the SUCCESSFUL BIDDER.

12. METHOD OF PAYMENT

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

12.2 All vouchers must be submitted within 45 days of its accrual of the performance of services for which payment is requested, or the claimed payments will be deemed not payable by the COURT.

13. INDEMNIFICATION

13.1 The COURT does not accept responsibility for and shall not be liable for the acts of the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER shall defend, indemnify, and hold harmless 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 or wrongful act of the SUCCESSFUL BIDDER; or
- b. Any failure by the SUCCESSFUL BIDDER to perform the SUCCESSFUL BIDDER's obligations, implied or expressed, under this AGREEMENT.

13.2 The SUCCESSFUL BIDDER shall be liable to the COURT for damages sustained by the COURT by virtue of any breach of this AGREEMENT by the SUCCESSFUL BIDDER, and any costs the COURT might incur enforcing or attempting to enforce this AGREEMENT. The COURT may withhold any payment(s) to the SUCCESSFUL BIDDER for the purpose of setoff until such time as the exact amount of damages or costs due the COURT from the SUCCESSFUL BIDDER are determined by the COURT.

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

13.4 The SUCCESSFUL BIDDER 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 payments.

13.5 In the event that any action or proceeding shall be brought against the COURT by reason of any claim covered hereunder, the SUCCESSFUL BIDDER, upon notice from the COURT, shall, at the SUCCESSFUL BIDDER's sole cost and expense, resist or defend the same.

13.6 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 the SUCCESSFUL BIDDER, and withhold any payment(s) to the SUCCESSFUL BIDDER for the purpose of setoff until such time as the exact amount of any attorneys' fees owed by the COURT are determined.

14. TERMINATION

14.1 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. The Court may terminate this Agreement for cause immediately. In the case of a material breach, the Court shall give Successful Bidder 14 days notice to cure before terminating the Agreement.

14.2 At the time of termination, the SUCCESSFUL BIDDER shall immediately return any and all property of the COURT in the control of the SUCCESSFUL BIDDER.

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

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS

15.1 The SUCCESSFUL BIDDER shall keep informed of, and 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.

15.2 The SUCCESSFUL BIDDER 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.

15.3 The SUCCESSFUL BIDDER 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.

15.4 The SUCCESSFUL BIDDER 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, or marital status.

15.5 The SUCCESSFUL BIDDER 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.

15.6 The SUCCESSFUL BIDDER 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.

16. CONFLICT OF INTEREST

16.1 The SUCCESSFUL BIDDER shall not have a personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this AGREEMENT.

