

REQUEST FOR PROPOSAL – DOMESTIC VIOLENCE and SEXUAL ASSAULT INTERVENTION
WEST MICHIGAN PARTNERSHIP FOR CHILDREN

Provide the following business and contact information:

Legal Name:		Federal ID or Social Security Number:
Address:		State of Incorporation
City:	State & Zip:	Website URL:
Type of Organization: <input type="checkbox"/> Non-Profit <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> S/C-Corp <input type="checkbox"/> Other (Explain)		
Primary Contact:	Contact Phone:	Contact Mobile:
Contact E-Mail:	Office Phone:	Office Fax:

Provide responses to the following questions:

How many years has your organization been in business?	
Have you done business with WMPC? If so, furnish specifics.	
Have you done business with the State of Michigan? If so, furnish specifics.	
Have you ever defaulted on a contract or been involved in litigation with WMPC or the State of Michigan? If so, furnish specifics.	
Have you ever defaulted on a contract or been involved in litigation or pending litigation or claims with any other organization in the past five years? If so, furnish specifics.	
List any relationships between your organization's staff and any current WMPC employee.	
Include any additional information you may deem helpful in evaluating your proposal.	
How many employees are assigned to develop and support the proposed services?	

Please state your employee (retention) turn-over rate for the last 3 calendar years.	
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The undersigned Bidder states that this proposal is made in conformity with the Proposal Documents and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the Proposal Documents, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract in the form of a purchase order, shall be binding after the signing of the contract unless incorporated in the contract.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons submitting proposals for the work.

Organization Name:
Signature:
Name:
Title:
Date:

WMPC reserves the right to reject any or all proposals and make no award for this project based on funding, evaluations of proposals, or any other reasonable condition.

REQUEST FOR PROPOSAL – Domestic Violence and Sexual Assault Intervention
WEST MICHIGAN PARTNERSHIP FOR CHILDREN

SUBMISSION DEADLINE DATE: **July 18, 2025 no later than 4:00pm**

SUBMIT TO: Laura Mitchell
lmitchell@wmpc.care

I. BACKGROUND

West Michigan Partnership for Children (“WMPC”) is a non-profit corporation located in Kent County, Michigan. WMPC receives funding from state and federal grants to administer adoption and foster care programs. WMPC seeks to ensure that all children removed from their homes by the Kent County Michigan Department of Health and Human Services are placed in a safe, family-like setting with adequate services to help them personally thrive and become placed in a neutering home after leaving the child welfare system. WMPC values family preservation and seeks to reunify families, strengthening and empowering them to create positive environments for children.

II. PROGRAM DESCRIPTION

Services to be Delivered

Individual, family, and group counseling for victims and perpetrators of domestic violence and sexual assault, including court testifying, participating in family team meetings, case consultation and conferences. One contract will be issued for this service.

Services must include the following:

- Standard referral protocol
- A service model including theoretical framework and/or evidenced based practice
- Structured assessment tool and/or curriculum
- An assessment that will assist staff in developing the treatment plan with the client
- Individual and group treatment services
- A pre and post instrument to evaluate the outcome of service
- Agreed upon time frames will be required for the assessment and service provision
- Assessments and progress will be documented with an agreed upon frequency
- After-hours client crises availability
- Traditional and non-traditional hours must be offered
- Services to be offered at office and home-based locations
- Determination of successful termination

Client Eligibility Criteria

Adults whose children reside in out-of-home placements due to abuse and/or neglect and who are victims or perpetrators of domestic violence and/or sexual assault.

III. CONTRACT COMPLIANCE

Attachment A is a copy of the contract the undersigned Bidder will be required to enter into with WMPC if its bid on this RFP is selected by WMPC. In making its bid, Bidder shall review the contract and certifies that in making this bid that Bidder will comply with the contract in its entirety. Contracts are subject to renewal, revision, and modification from time to time and Bidder is agreeing that it will comply with any subsequent renewals, revisions, and modifications to the contract.

IV. PERIOD OF CONTRACT: 10/1/2025 – 9/30/2026

V. CONTRACT VALUE: \$80,000

VI. DECISION CRITERIA

The selection of a provider will be recommended by the WMPC Review Committee to the CEO for final selection and approval. The recommendation will be based upon:

- A. Program plan and implementation
- B. Experience with the proposed type of program/service
- C. Cost effectiveness

WMPC reserves the right to reject any or all proposals and make no award for this project based on funding, evaluations of proposals, or any other reasonable condition.

VII. BIDDER PROPOSAL OUTLINE

The following outline should be utilized for the submission of all proposals.

- A. Describe the organization.
 - Formal legal name
 - Purpose/mission
 - Incorporation status, such as 501(c)(3)
 - Authorized representative for contract negotiations and signature
 - Relationship of the organization mission to the proposed program/service
 - Rationale for the organization pursuing this opportunity
 - Future planning issues facing the organization
 - Attach copies of last three (3) year audit reports
 - Identify potential conflicts of interest

- B. Describe the Governance and management of the organization.
- Board of Directors
 - Current organizational chart or administrative structure
 - Key administrative staff who would be involved in proposed program/service and their resumes
 - Administrator
 - Fiscal Staff
 - Lead Program Staff
 - Other Key Administrative Staff
 - Describe anticipated changes in the organizational structure if this program were added to the organization's service user representation.
- C. Indicate prior experience and demonstrated expertise.
- Identify current organization programs
 - Indicate other experience with profiling similar types of program/services and/or with the identified target population
 - Describe experience with developing and sustaining collaborative relationships with other organizations
 - Describe your organization's approach to diversity and inclusion.
- D. Describe physical facilities.
- Current service location(s)
 - Proposed service locations required for the program model being proposed
- E. Describe anticipated staff and staffing patterns for this type of program/service. Must demonstrate appropriate and adequate staffing resources to deliver quality and cost-effective services.
- Positions
 - Qualifications
 - Education
 - Lived Experience
 - Certification
 - Case load ratio
 - Method of recruitment and retention of staff
 - General responsibilities for each position
 - Staffing schedule for typical week
 - Current and/or proposed staff development efforts

3. Criminal Background Check

As a condition of this Agreement, the Service Provider shall conduct or cause to conduct, prior to any individual performing work under this Agreement, the following checks for each new employee, Service Provider, Service Provider employee, or volunteer who directly works with clients, has access to client information, or works with children:

- a. An Internet Criminal History Access Tool (ICHAT) check and a National and State Sex Offender Registry check.

Information about ICHAT can be found at <http://apps.michigan.gov/ichat>

The Michigan Public Sex Offender Registry web address is https://www.michigan.gov/msp/0,4643,7-123-1878_24961---,00.html

The National Sex Offender Public Website address is <http://www.nsopw.gov>

- b. An employment history check.

For each new employee, Service Provider, Service Provider employee, or volunteer that works with children, Service Provider shall also conduct or cause to conduct, the following check:

- c. A Central Registry (CR) check.

Information about CR can be found at: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-159490--,00.html

The Service Provider shall require each employee, Service Provider, Service Provider employee, or volunteer who works directly with clients or who has access to client information, under this Agreement to notify the Service Provider within one (1) business day in writing of criminal convictions (felony or misdemeanor) and/or pending felony charges or placement on the CR as a perpetrator.

Additionally, the Service Provider shall require each new employee, Service Provider, or volunteer who works directly with clients under this Agreement or who has access to client information and who has not resided or lived in Michigan for each of the previous ten (10) years to sign a waiver attesting to the fact that they have never been convicted of a felony or identified as a perpetrator, or if they have, the nature and recency of the felony.

The Service Provider further certifies that the Service Provider shall not submit claims for or assign duties under this Agreement to any employee, Service Provider, Service Provider employee, or volunteer for whom Service Provider has found a positive ICHAT, a CR response, a reported criminal felony conviction, and/or a perpetrator identification, any of which make the individual ineligible to provide services.

The Service Provider must have a written policy consistent with Mich. Admin Code R400.12212 (e) through (h) describing the criteria on which its determinations shall be made and must document the basis for each determination. The Service Provider may consider the recency and type of crime when making a determination. Failure to comply with this provision may be cause for immediate cancellation of this Agreement. In addition, the Service Provider must further have a clearly defined written policy regarding acceptable screening practices of new staff members and volunteers who have direct access to clients and/or clients' personal information, which serve to protect the

organization and its clients. The Service Provider must also assure that any Service Providers have both of these written policies.

If WMPC determines that an individual provided services under this Agreement for any period prior to completion of the required checks as described above, WMPC, in addition to any other remedies, may require repayment of that individual's salary, fringe benefits, and all related cost of employment for the period that the required checks had not been completed.

Child Protection Law Reporting Requirements

- a. The Contractor must ensure that all employees who have reasonable cause to suspect child abuse or neglect must report any suspected abuse or neglect of a youth in care to MDHHS for investigation as required by the Child Protection Law, 1975 PA 238, MCL 722.622 et seq.
- b. Failure of the Contractor or its employees to report suspected abuse or neglect of a youth to MDHHS must result in an immediate investigation to determine the appropriate corrective action up to and including termination of the contract.
- c. Failure of the Contractor or its employees to report suspected child abuse or neglect two or more times within a one-year period must result in a review of the contract agency's violations by a designated Administrative Review Team, which must include the Director of CSA or designee and the Director of DCWL or designee or its successor agency, that must consider mitigating and aggravating circumstances to determine the appropriate corrective action up to and included license revocation and contract termination.

F. Describe the program design including:

- Referral process
- Hours of availability for clients
- Service model, including theoretical framework and/or evidence-based practice
- Individual and group treatment services
- Development of treatment plan in relationship to the assessment
- Documentation of assessments and progress, including timeframe and frequency
- Determination of successful termination of services

Attach proposed assessment, curriculum, pre/post instrument and report templates.

G. Describe the organization's approach to trauma-informed care and service activities that might be utilized to achieve the program's goals. Include the following:

- Evidence of trauma-informed approach to service delivered
- Training of staff and on-going training
- Policies and procedures around trauma-informed care

H. Describe how the organization utilizes community involvement and consumer input/participation in:

- Policy formation

- Program planning
 - Routine decision making
- I. Describe the capacity of the organization to meet applicable standards and contractual requirements. Provide supporting information/documentation as relevant:
- Approved Medicaid provider
 - Nationally recognized accrediting body
 - Performance on previous contract with WMPC or the State
 - Attach three (3) letters of reference
- J. Describe the organization's efforts at continuous quality improvement.
- Provide samples of current evaluation plans/reports and describe how evaluation reports are used
 - Describe how the organization will document service provision and provide report templates
 - Discuss consumer satisfaction surveys and how data is used
 - Discuss methods used to measure, track, monitor and report on outcomes
- K. Financial management and stability / cost effectiveness.
- Provide the estimated number of clients to be served. Include how units will be billed, what types of units will be billed—Include: Individual and group counseling; testifying in court; attendance at Family Team Meetings/case conferences
- L. Describe any additional information about the organization that speaks to its effectiveness in providing this program/service for WMPC.

VIII. RFP TIMELINE

All questions about the RFP can be submitted in writing by email to: lmitchell@wmpc.care.

Bidder Conference will be held May 29, 2025: 3-4pm. Written questions and associated responses to all questions will be posted by June 6, 2025 on the WMPC website – www.wmpc.care

Interested organizations must submit a completed proposal to this RFP by 4:00 p.m. EST on Friday, July 18, 2025. **Late submissions will not be accepted. There will be no exceptions to this requirement. Proof of time and date of submission may be requested by WMPC.**

Completed proposals must be submitted in PDF format to WMPC by email to:
Laura Mitchell: lmitchell@wmpc.care

The contract term for this RFP will begin October 1, 2025

Friday, May 16, 2025	Request for Proposals issued
Thurs, May 29, 2025	Bidder Conference (Virtual, 3-4pm)
Friday, June 6, 2025	Responses to written questions will be posted online at www.wmpc.care
Friday, July 18, 2025	Proposals due to WMPC by 4:00 p.m. EST
Tuesday, Aug 26, 2025	Bidder notified of recommended award
<i>No later than</i>	
Friday, Sept. 12, 2025	Contract negotiated and agreed upon
Monday, Sept. 15, 2025	Contract sent out for signature
<i>No later than</i>	
Friday, Sept 26, 2025	Contracts signed and returned
Wednesday, Oct. 1, 2025	Contracted services begin

IX. INSTRUCTIONS FOR PROPOSAL SUBMISSION

- A. Proposal applications must be submitted electronically to WMPC *in PDF format* to lmitchell@wmpc.care.
- B. Sections must be clearly labeled using the sections in the RFP document.
- C. A written response is required for each item unless otherwise indicated. Failure to answer any of the items will negatively impact the bidder's score.
- D. Font size must be 12 point throughout the response; margins must be .75" or greater.
- E. Proposals received after the established deadline will not be considered.

X. ADMINISTRATIVE REQUIREMENTS

The following items are the Administrative Requirements and standards the bidder must meet under a contract to provide services. They are rated as satisfactory/unsatisfactory according to the responses provided.

- A. The bidder must provide WMPC with a synopsis report of the following regulatory Issues having occurred within the past five years to the extent these events related to services your organization provided:
 - Litigation
 - Allegations of wrongdoing
 - Malpractice
 - Violations of codes of ethics
 - Provisional license status

The bidder must also disclose any pending litigation to which they are party, including disclosure of any outstanding judgement. Information to submit includes:

- Date, title, case number
- Outline contents of complaints filed
- Outcome or disposition

- B. The bidder must disclose information about any Affiliation or sub-contractual relationships, common ownership, overlapping Boards, pending or planned mergers or acquisitions which may affect the terms of potential contract. The bidder must name the specific organization(s) and the specific nature of the organizational relationship.
- C. The proposal must include a statement that the bidder has no real or potential Conflict of Interest with WMPC or a statement describing the nature of the real or potential conflict and possible mitigation.
- D. WMPC expects service providers to follow Generally Accepted Accounting Principles (GAAP).
- Specifically, WMPC expects service providers to track expenses and submit financial status reports within 60 days of when the service was rendered. **State Yes or No** if you have an accounting system or staff that can accommodate this expectation.

XI. FISCAL REQUIREMENTS

The Vendor shall maintain a record system that documents the total number of units of service as defined in this Agreement and delivered during the term of this Agreement. These records shall also document the specific units billed to WMPC under this Agreement.

XII. BILLING

The Vendor shall bill WMPC based on unit costs defined in the final contract.

The Vendor shall submit a monthly Statement of Expenditures to WMPC. This Statement of Expenditures shall accurately represent the units of service delivered, the reimbursement rate by type of service, and the total amount being claimed. The total number of units (by service type) for each bill must be rounded down to the nearest whole or tenth of a unit. This Statement shall be submitted to WMPC within 30 days from the end of monthly billing period. For the month of September, billings shall be submitted as reasonably directed by the contract administrator to meet fiscal year end closing deadlines. In no event shall WMPC make a payment to the Vendor for billings submitted more than 90 days after the end of a billing period. Payments shall be sent to the Vendor's legal address on page one of this Agreement or emailed to accounting@wmpc.care.

The Vendor cannot charge WMPC more for a provision of service that is charged to other entities for whom the Vendor provides services.

Costs incurred outside of the term of this Agreement shall not be eligible for

reimbursement. The unit rate(s) established in this Agreement shall remain fixed for the initial term of the Agreement.

ATTACHMENT A CONTRACT COMPLIANCE

I. General Provisions – Private, Non-profit and Private, Proprietary

a. Options to Renew

At the discretion of WMPC, this Agreement may be renewed in writing by an amendment not less than 30 days before its expiration. This Agreement may be renewed for up to two additional one-year periods.

b. Amendment

1. Federal or State Laws or Regulations

The Vendor shall, upon request of WMPC and receipt of a proposed amendment, amend this Agreement, if and when required in the opinion of WMPC, due to the revision of federal or state laws or regulations. If the Vendor refuses to sign such amendment within 15 days after receipt, this Agreement shall terminate upon such refusal. This Agreement may otherwise be amended only by the written consent of all the parties hereto.

2. Change Requests

WMPC reserves the right to request from time to time any changes to the requirements and specifications of this Agreement and the work to be performed by the Vendor under this Agreement. During the course of ordinary business, it may become necessary for WMPC to discontinue certain business practices or create additional services / deliverables. At a minimum, to the extent applicable, WMPC will require the Vendor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

Either party may propose a change request in writing to the other party. Within a reasonable time, the other party must respond in writing either accepting the change, rejecting the change, or offering an alternative proposal.

A change request will not be effective until both parties have executed an amendment to this Agreement incorporating the change request.

If WMPC requests or directs the Vendor to perform any activities that Vendor believes constitute a change, the Vendor must notify WMPC that it believes the requested activities are a change before beginning to work on the requested activities. If the Vendor fails to notify WMPC before beginning to work on the requested activities, then the Vendor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Vendor commences performing work outside the scope of this Agreement and then ceases performing that work, the Vendor must, at the request of WMPC, retract any out-of-scope work that would adversely affect this Agreement.

c. **Subcontracts**

The Vendor shall not assign this Agreement or subcontract this Agreement to other parties without obtaining prior written approval of WMPC. WMPC, as a condition of granting such approval, shall require that such assignees or sub-contractors shall be subject to all conditions and provisions of this Agreement including Criminal Record and Central Registry background checks when applicable. The Vendor shall be responsible for the performance of all assignees or sub-contractors.

If the Vendor is a subrecipient and creates a subrecipient through subcontracting, the Vendor must monitor the sub-Vendor to ensure compliance with federal requirements.

If subcontracting, the Vendor must obligate the sub-contractors to maintain the confidentiality of WMPC's client information in conformance with state and federal requirements. At WMPC's request, any employee of the Vendor and of any sub-Vendor having access or continued access to WMPC's confidential information may be required to execute an acknowledgment that the employee has been advised of the Subcontractor's and the sub-contractor's obligations under this section and of the employee's obligation to WMPC, the Vendor or sub-contractor, as the case may be, to protect such confidential information from unauthorized use or disclosure.

Confidentiality

d. **Confidentiality**

1. The Vendor and WMPC each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this section, "confidential information" of the Vendor must mean all non-public proprietary information of the Vendor (other than confidential information of WMPC as defined below) which is marked confidential, restricted, proprietary or with a similar designation. Confidential information of WMPC must mean any information which is retained in confidence by WMPC (or otherwise required to be held in confidence by WMPC under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to the Vendor by WMPC under its performance under this Agreement, is marked as confidential, proprietary or with a similar designation by WMPC. Confidential information includes information made privileged or confidential under federal and state laws and excludes any information (including this Agreement) that is publicly available under the Michigan Freedom of Information Act.
2. WMPC and the Vendor will each use at least the same degree of care to prevent disclosing to third parties the confidential information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither the Vendor nor WMPC will (i) make any use of the confidential information of the other except as contemplated by this Agreement, (ii) acquire any right in or assert any lien against the confidential information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's confidential information to the other party. Each party will limit disclosure of the other party's confidential information to employees and Subcontractors who must have access to fulfill the purposes of this Agreement. Disclosure to, and use by, a Vendor is permissible where (A) use of a Vendor is authorized under this Agreement, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) the Vendor obligates the sub-

Vendor in a written contract to maintain WMPC's confidential information in confidence. At WMPC's request, any employee of the Vendor and of any sub-Vendor having access or continued access to WMPC's confidential information may be required to execute an acknowledgement that the employee has been advised of the Subcontractor's and the sub-contractor's obligations under this section and of the employee's obligation to the Vendor or sub-contractor, as the case may be, to protect the confidential information from unauthorized use or disclosure.

Promptly upon termination or cancellation of this Agreement for any reason, the Vendor must return to WMPC all confidential information or certify to WMPC that the Vendor has destroyed all WMPC confidential information.

e. **Compliance with Rules and Regulations**

1. **Compliance with Federal and State Requirements**

The Vendor shall comply with all federal, state and local statutes, regulations and administrative rules, and any amendments thereto, as they may apply to the performance of this Agreement. This shall include, but shall not be limited to, those laws and regulations that could have a material effect on the federal program.

In addition, the Vendor shall comply with all federal grant agreements, provisions stated within the Catalog of Federal Domestic Assistance (CFDA), and state and federal laws and other rules and regulations related to any funding source from which WMPC pays Vendor for services under this Agreement.

The Vendor shall keep informed of federal, state, and local laws, ordinances, rules, regulations, orders, and decrees of bodies or tribunals having any jurisdiction/authority that in any manner affects those engaged in or employed on the work done under this Agreement or that in any manner affects the conduct of the work done under this Agreement.

2. **Compliance with Civil Rights, Other Laws**

The Vendor 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, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to Title VI and VII of the Civil Rights Act, 42 USC 2000d et seq., and the Elliott-Larsen Civil Rights Act, MCL 37.2101 et seq.

The Vendor shall also comply with the provisions of:

- The Americans with Disabilities Act of 1990, 42 USC 12101 et seq.
- The Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq.

- Section 504 of the Federal Rehabilitation Act of 1973, 29 USC 791 et seq., 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.
 - HIPAA regulations at 42 CFR Part 160 and Part 164.
3. Freedom of Information Act
All information in this Agreement is subject to the provisions of the Freedom of Information Act. 1976 Public Act 442, as amended, MCL 15.231, et seq.
 4. Prohibition Against Using Funds to Support Religious Activities
The Vendor shall not use financial funds administered by the state or federal government to support inherently religious activities, such as worship, religious instruction, or proselytization. If the Vendor engages in such activities, it must offer them separately, in time or location, from the programs or services funded with state or federal assistance, and participation must be voluntary for the beneficiaries of the state or federally funded programs or services.

The Vendor shall strictly adhere to provisions of federal law and regulation, including those found in 42 USC 604a.

f. [Examination and Maintenance of Records](#)

The Vendor shall permit WMPC or any of its authorized agents access to the facilities being utilized at any reasonable time to observe the operation of the program. Further, the Vendor shall maintain/retain all books, records or other documents (electronic or otherwise) relevant to this Agreement at all times during the term of this Agreement and any extension of this Agreement and for three years after the later of the expiration date or final payment under this Agreement, at the Subcontractor's cost, and shall send copies of said books, records or other documents to WMPC upon request.

Federal auditors and any persons duly authorized by WMPC shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the three-year period after the later of the expiration date or final payment under this Agreement and extends past that period, all documents shall be maintained until the audit is completed.

WMPC shall provide findings and recommendations of audits to the Vendor. WMPC shall adjust future payments or final payment if the findings of an audit indicate over payment to the Vendor in any period prior to the audit. If no payments are due and owed to the Subcontractor, the Vendor shall refund all amounts which may be due WMPC within 60 days' notice by WMPC.

The Vendor shall assure, as a condition of any sale or transfer of ownership of the Vendor agency, that the new purchasers or owner maintains the above-described books, records or other documents for any unexpired portion of the term of this Agreement and three-year period after the later of the expiration date or final payment under this Agreement or the Vendor shall

otherwise maintain said records as WMPC may direct. If business operations cease, the Vendor shall maintain records as WMPC may direct. The Vendor shall notify WMPC when and if the Vendor operations cease during the three-year period after the later of the expiration date or final payment under this Agreement and provide for appropriate storage of records at the Subcontractor's expense.

The Vendor shall, as a provision of this Agreement, assure that WMPC may make reasonable inquiries of the auditor relating to audit workpapers and, furthermore, that WMPC may review the auditor's workpapers in support of the audit.

g. **Reporting and Monitoring**

1. **Reporting**

The Vendor shall comply with all program and fiscal reporting procedures as are or may hereinafter be established by WMPC. The Vendor shall also comply with all reporting procedures established by WMPC in completion of progress reports at time intervals, on forms, in formats, and by means specified by WMPC. In particular, reports or billing documents denoting event dates shall record month, day and year as specified by WMPC. In all electronic filings, four digits shall be used to designate year. Any additional reports as deemed necessary by WMPC shall be made and submitted by the Vendor upon request.

2. **Monitoring Requirements**

WMPC reserves the right to perform scheduled and unscheduled on-site visits during normal business hours, to monitor the Vendor's activities under this Agreement at any time, either during the term, or within three years after termination of the Agreement. The Vendor shall cooperate with WMPC during the monitoring process by making available all records, facilities, and other resources necessary to perform the review.

If WMPC detects noncompliance with this Agreement, and/or questioned costs during the course of its review, these items shall be identified and conveyed to the Vendor in an exit conference. WMPC shall provide the Vendor with a detailed written report of these findings within 60 days of the exit conference. The Vendor is required to address each item in WMPC's report by providing a Corrective Action Plan (CAP) to eliminate or correct each issue of noncompliance. The Vendor shall submit the CAP to WMPC within 60 days from issuance of WMPC's report.

If WMPC identifies questioned costs that cannot be substantiated, WMPC may, at its discretion, and after consultation with the Vendor, require the Vendor to submit a revised **"Statement of Expenditures"** to reflect adjustment for disallowed costs. Submission of revised billings to WMPC shall be made within a time schedule established by WMPC and the Subcontractor. If the Vendor fails to comply with monitoring requirements as set forth in this Agreement, and within allotted time frames mutually established, WMPC may, at its discretion, invoke sanctions on the Subcontractor, which may include, but are not limited to, actions to collect disallowed costs and/or cancellation of this Agreement.

3. Audit Reports that Contain a Going Concern Statement

If an audit firm conducts an audit of the Vendor and issues an audit report with a finding of a Going Concern, the Vendor must submit this audit report to the WMPC's Contract and Financial Analyst within 10 days from the date of the audit report. The submission of this audit report to WMPC is required regardless of whether an audit is required under this Agreement.

A Vendor receiving a Going Concern must submit a financial plan to the WMPC's Contract and Financial Analyst no later than 25 days from the date of the audit report issued by the audit firm. The financial plan must be approved by WMPC. Failure of the Vendor to either timely submit the audit report with the Going Concern, or timely submit a financial plan, or WMPC's rejection of the Subcontractor's financial plan, are grounds for immediately terminating this Agreement.

Mailing address for all audit information:

West Michigan Partnership for Children
Contract and Financial Analyst
PO Box 232
Dorr, MI 49323

h. Fees and Other Sources of Funding

The Vendor guarantees that any claims made to WMPC under this Agreement shall not be financed by any source other than WMPC under the terms of this Agreement. If funding is received through any other source, the Vendor agrees to deduct from the amount billed to WMPC the greater of either the fee amounts, or the actual costs of the services provided.

The Vendor may not accept reimbursement from a client unless the Agreement specifically authorizes such reimbursement in the "Vendor Responsibility" section. In such case, a detailed fee scale and criteria for charging the fee must be included. If the Vendor accepts reimbursement from a client in accordance with the terms of the Agreement, the Vendor shall deduct these fees from billings to WMPC.

Other third-party funding sources, e.g., insurance companies, may be billed for contracted client services. Third party reimbursement shall be considered payment in full unless the third party fund source requires a co-pay, in which case WMPC may be billed for the amount of the co-pay. No supplemental billing is allowed.

i. Agreement Inclusiveness

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

j. Certifications Regarding Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Vendor certifies to the best of its knowledge that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons influencing or attempting to influence an officer or employee of an department, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any department, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
- k. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**
1. The Vendor certifies to the best of its knowledge that they and their principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal or state department or agency.
 - b. Have not within a three-year period preceding this Agreement been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in 28 CFR 67, et sec.
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause and default.

Where the parties are unable to certify to any of the statements in this certification, the Vendor shall attach an explanation to this Agreement.

The Vendor shall promptly notify WMPC of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Vendor or any of the Subcontractor’s sub-

contractors, or any of the foregoing entities' then current officers or directors during the term of this Agreement and three years thereafter.

All notices shall be provided in writing to WMPC within 15 business days after the Vendor learns about any such criminal or civil investigations and within 15 days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements, which are prevented from disclosure by the terms of the settlement, shall be annotated as such. However, the Vendor shall disclose if any terms of such settlement would impede the Subcontractor's performance of this Agreement. The Vendor may rely on similar good faith certifications of its Subcontractors, which certification shall be available for inspection at the option of WMPC.

2. The Vendor certifies to the best of its knowledge that within the past three years, the Vendor has not;
 - a. Failed to substantially perform a state contract or subcontract according to its terms, conditions, and specifications within specified time limits.
 - b. Refused to provide information or documents required by a contract including, but not limited to information or documents necessary for monitoring contract performance.
 - c. Failed to respond to requests for information regarding contract compliance, or accumulated repeated substantiated complaints regarding performance of a contract.
 - d. Failed to perform a state contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

The Vendor shall include Section L. (Certification Regarding Debarment, Suspension, and Other Responsibility Matters) language as written above in all subcontracts with other parties.

The Vendor shall require each primary sub-contractor, whose subcontract will exceed \$25,000, to disclose to the Subcontractor, in writing, whether at the time of the award of the subcontract, the Subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the state of Michigan. The Vendor shall then inform WMPC of the sub-contractor's status and reasons for the Subcontractor's decision to use such sub-contractor, if the Vendor so decides.

If it is determined that the Vendor knowingly rendered an erroneous certification under this provision, in addition to the other remedies available to the state, WMPC may immediately terminate this Agreement.

If the state finds that grounds to debar exist, it shall send notice to the Vendor of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a hearing. If the Vendor does not respond with a written request for a hearing within 20 calendar days, the state shall issue the decision to debar without a hearing. The debarment period may be of any length up to eight years. After the debarment period expires, the Vendor may reapply for

inclusion on bidder lists through the regular application process by authority of Executive Order 2003-1.

l. Governing Law

This Agreement shall in all respects be governed by, and construed according to, the substantive laws of the state of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

Any dispute arising from this Agreement shall be resolved in the state of Michigan and the Vendor expressly consents to personal jurisdiction in Michigan. With respect to any claim between the parties, the Vendor consents to venue in Kent County, Michigan, and irrevocably waives any objections to this venue. Vendor agrees to appoint agents in the State of Michigan of Michigan to receive service of process.

m. Severability

Each provision of this Agreement shall be deemed to be severable from all other provisions of this Agreement and, if one or more of the provisions of this Agreement shall be declared invalid, the remaining provisions of this Agreement shall remain in full force and effect.

n. Reporting of Retiree Employment

All other provisions of this Agreement notwithstanding, the Vendor shall provide written notification within 15 days of hiring to WMPC Office of Human Resources (HR) the name, social security number, and work site of any state of Michigan retiree under their employ. Failure to notify HR within the allotted time period may result in the disallowance of all costs related to this Agreement up to the time the proper notification is received by HR.

o. Disputes

The Vendor shall notify WMPC in writing of intent to pursue a claim against WMPC for breach of any terms of this Agreement. No suit may be commenced by the Vendor for breach of this Agreement prior to the expiration of 90 days from the date of such notification. Within this 90 day period, the Subcontractor, at the request of WMPC, must meet with the Chief Executive Officer of WMPC or designee for the purpose of attempting resolution of the dispute.

p. Termination/Cancellation

1. Notice and Right to Cure

If the Vendor breaches this Agreement, and WMPC, in its sole discretion, determines that the breach is curable, then WMPC must provide the Vendor with written notice of the breach and a time period (not less than 30 days) to cure the breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if WMPC determines, in its sole discretion, that the breach poses a serious and imminent threat to the health and safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2. Termination for Cause

WMPC may terminate this Agreement, for cause, by notifying the Vendor in writing, if the Vendor (a) breaches any of its material duties or obligations under this Agreement, or (b) fails to cure a breach within the time period specified in the written notice of breach provided by WMPC.

If this Agreement is terminated for cause, the Vendor must pay all costs incurred by WMPC in terminating this Agreement, including but not limited to, administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs WMPC may incur to procure the services/deliverables required by this Agreement from other sources.

3. Termination for Convenience

WMPC may terminate this Agreement for its convenience, in whole or part, if WMPC determines that a termination is in WMPC's best interest. Reasons for the termination must be left to the sole discretion of WMPC and may include, but not necessarily be limited to (a) WMPC no longer needs the services or products specified in this Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible, (c) unacceptable prices for additional services or new work requested by WMPC, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by WMPC. WMPC may terminate this Agreement for its convenience, in whole or in part, by giving Vendor written notice at least 30 days before the date of termination.

4. Termination for Non-Appropriation

- a. Vendor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable WMPC to effect continued payment under this Agreement are not appropriated or otherwise made available, WMPC must terminate this Agreement and all affected statements of work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Subcontractor. WMPC must give Vendor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if WMPC receives notice of the final decision less than 30 days before the funding cutoff).
- b. If funding for this Agreement is reduced by law, or funds to pay Vendor for the agreed-to level of the services or production of deliverables to be provided by Vendor are not appropriated or otherwise unavailable, WMPC may, upon 30 days notice to Subcontractor, reduce the level of the services or change the production of deliverables in the manner and for the periods of time as WMPC may elect. The charges payable under this Agreement will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- c. If WMPC terminates this Agreement, eliminates certain deliverables, or reduces the level of services to be provided by Vendor under this section, WMPC will pay

Vendor for all work-in-process performed through the effective date of the termination or reduction in level, as the case may be and as determined by WMPC, to the extent funds are available.

5. Termination for Criminal Conviction

WMPC may terminate this Agreement immediately and without further liability or penalty in the event Subcontractor, an officer of Subcontractor, or an owner of a 25% or greater share of Vendor is convicted of a criminal offense related to a state, public or private contract or subcontract.

6. Rights and Obligations upon Termination

- a. If WMPC terminates this Agreement for any reason, the Vendor must stop all work as specified in the notice of termination, and take any action to mitigate and limit any potential damages, or requests for Vendor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Agreement.
- b. If WMPC terminates this Agreement before its expiration for its own convenience, WMPC must pay Vendor for all charges due for services provided before the date of termination and, if applicable, as a separate item of payment under this Agreement, for work in process, on a percentage of completion basis at the level of completion determined by WMPC. All completed or partially completed deliverables prepared by Vendor under this Agreement, at the option of WMPC, becomes WMPC's property, and Vendor is entitled to receive equitable fair compensation for the deliverables. Regardless of the basis for the termination, WMPC is not obligated to pay, or otherwise compensate, Vendor for any lost expected future profits, costs or expenses incurred with respect to services not actually performed for WMPC.
- c. Upon a good faith termination, WMPC may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Agreement and may further pursue completion of the services/deliverables under this Agreement by replacement contract or otherwise as WMPC may in its sole judgment deem expedient.

7. Reservation of Rights

Any termination of this Agreement or any statement of work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

8. Termination by Subcontractor

If WMPC breaches this Agreement, and the Vendor in its sole discretion determines that the breach is curable, then the Vendor will provide WMPC with written notice of the breach and a time period (not less than 30 days) to cure the breach. The notice of breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Vendor may terminate this Agreement if WMPC (a) materially breaches its obligation to pay the Vendor undisputed amounts due and owing under the Agreement, (b) breaches its other obligations under the Agreement to an extent that makes it impossible or commercially impracticable for the Vendor to perform the services, or (c) does not cure the breach within the time period specified in a written notice of breach. But the Vendor must discharge its obligations under Section III. P. Disputes before it terminates the Agreement.

q. **Transition Responsibilities**

If WMPC terminates this Agreement, for convenience or cause, or if this Agreement is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Vendor agrees to comply with direction provided by WMPC to assist in the orderly transition of equipment, services, software, leases, etc. to WMPC or a third party designated by WMPC. If this Agreement expires or terminates, the Vendor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time.

The Vendor must work with WMPC, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Vendor must allow as many personnel as practicable to remain on the job to help WMPC, or a specified third party, maintain the continuity and consistency of the services required by this Agreement.

The Vendor must deliver to WMPC any remaining owed reports and documentation still in Subcontractor's possession subject to appropriate payment by WMPC.

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Agreement.

r. **Stop Work**

1. **Stop Work Orders**

WMPC may, at any time, by written stop work order to the Vendor, require that the Vendor stop all, or any part, of the work called for by this Agreement for a period of up to 90 calendar days after the stop work order is delivered to the Subcontractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section of the Agreement. Upon receipt of the stop work order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, WMPC may either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in Section I. P. Termination/Cancelation.

2. Cancellation or Expiration of Stop Work Order

If a stop work order issued under this section of the Agreement is canceled or the period of the stop work order or any extension thereof expires, the Vendor shall resume work. The parties shall agree upon an equitable adjustment in the services to be delivered, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to the performance of any part of this Agreement; and (b) the Vendor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage, provided that, if WMPC decides the facts justify the action, WMPC may receive and act upon a Vendor proposal submitted at any time before final payment under the Agreement. Any adjustment must conform to the requirements of Section III. B. Amendment.

s. Closeout Responsibilities

1. Closeout

When this Agreement is concluded or terminated, for any reason, the Vendor shall provide WMPC, within 30 days of conclusion or termination, with all financial, performance and other reports required as a condition of this Agreement. WMPC shall within the limit of this Agreement reimburse the Vendor for allowable costs not previously reimbursed. The Vendor shall immediately refund to WMPC any payments or funds advanced to the Vendor in excess of allowable reimbursable expenditures.

2. Continuing Responsibilities

Termination, conclusion, or cancellation of this Agreement shall not be construed as terminating the ongoing responsibilities of the Vendor or rights of WMPC contained in Section I, "Examination and Maintenance of Records" and Section I, "Closeout" of this Agreement.

t. Recoupment of Funding and Repayment of Debt

1. Recoupment of Funding

If the Vendor fails to comply with requirements as set forth in this Agreement, or fails to submit a revised "Statement of Expenditures" within allotted time frames established by WMPC in consultation with the Subcontractor, WMPC may, at its discretion, recoup or require the Vendor to reimburse payments made under this Agreement which WMPC has determined that the Vendor has been overpaid. The Vendor is liable for any cost incurred by WMPC in the recoupment of any funding.

Upon notification by WMPC that repayment is required, the Vendor shall make payment directly to WMPC within 30 days or WMPC may withhold current or future payments made under this or any other agreements, current or future, between WMPC and the Subcontractor.

If the Vendor fails to: (1) correct noncompliance activities identified by WMPC, (2) submit revised billings as requested as part of a Corrective Action Plan when required; or (3) remit overpayments or make arrangements to have the overpayments deducted from future payments within 30 days, such failure shall constitute grounds to terminate immediately any or all of WMPC's agreements with the Subcontractor. WMPC shall also report noncompliance of the Vendor to Michigan's Department of Technology, Management and Budget.

2. Repayment of Debts and Other Amounts due WMPC

By entering into this Agreement, the Vendor agrees to honor all prior repayment agreements established by WMPC with the Vendor or Subcontractor's predecessors. If the Vendor has an outstanding debt due to WMPC but does not have a repayment agreement, the Vendor agrees to make monthly payments to WMPC at an amount not less than 5% of any outstanding balance and to begin on the date this Agreement is executed.

If the Vendor fails to honor prior repayment agreements, or the Vendor fails to begin repayment on an obligation due WMPC that is not subject to a repayment agreement, WMPC will initiate the administrative process to reduce payments to the Vendor under this Agreement to recoup the debt. The payment reduction will be made at the amount originally established in the repayment agreement or at an amount not less than 5% of any outstanding balance effective on the date this Agreement is executed.

u. Insurance Coverage

The Vendor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect WMPC and DHS from claims which may arise out of, or result from, or are alleged to arise out of, or result from, the Vendor's performance of services under the terms of this Agreement, whether the services are performed by the Vendor, or by any sub-contractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Vendor waives all rights against WMPC and DHS, their departments, divisions, agencies, offices, commissions, officers, employees and agents for the recovery of damages that are covered by the insurance policies the Vendor is required to maintain under this Agreement. The Subcontractor's failure to obtain and maintain the required insurance will not limit this waiver.

All insurance coverage provided relative to this Agreement is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state.

WMPC, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Agreement.

Unless WMPC approves otherwise, the insurers selected by the Vendor must have an A.M. Best rating of A or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by WMPC. All policies of insurance required in this Agreement must be issued by companies that have been approved to do business in the state. See www.michigan.gov/lara

Where specific limits are shown, they are the minimum acceptable limits. If the Subcontractor's policy contains higher limits, WMPC must be entitled to coverage to the extent of the higher limits.

The Vendor must maintain all required insurance coverage throughout the term of this Agreement and any extensions. However, in the case of claims-made Commercial General Liability policies, the Vendor must secure tail coverage for at least three years following the termination of this Agreement.

The Vendor must provide, within five business days, written notice to WMCP's Contract and Financial Analyst if any policy required under this Agreement is cancelled. The notice must include the applicable contract number.

The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Vendor to any indemnified party or other persons.

The Vendor is responsible for the payment of all deductibles.

If the Vendor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without WMPC's approval, WMPC may, after giving the Vendor at least 30 days' notice, pay the premium or procure similar insurance coverage from another company or companies. WMPC may deduct any part of the cost from any payment due the Vendor, or require the Vendor to pay that cost upon demand.

The Vendor is required to pay for and provide the following types and amounts of insurance:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit

Deductible maximum: \$50,000 Each Occurrence

The Vendor must list WMPC, the state of Michigan, their departments, divisions, agencies, offices, commissions, officers, employees and agents as additional insureds on the Commercial General Liability certificate. The Vendor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used in relation to the Subcontractor's performance under this Agreement, the Vendor must have vehicle liability insurance on the motor vehicle, including owned, hired and non-owned vehicles, for bodily injury and property damage as required by law.

The Vendor must list the WMPC, state of Michigan, their departments, divisions, agencies, offices, commissions, officers, employees and agents as additional insureds on

the vehicle liability certificate. The Vendor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. The Vendor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Subcontractor's domicile. If the applicable coverage is provided by a self-insurer, the Vendor must provide proof of an approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of the Subcontractor's domicile, the Vendor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

The Vendor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Vendor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000 each incident
\$100,000 each employee by disease
\$500,000 aggregate disease

The Vendor must list WMPC, the state of Michigan, their departments, divisions, agencies, offices, commissions, officers, employees and agents as additional insureds on the certificate.

Sub-Vendor Insurance Coverage

Except where WMPC has approved a subcontract with other insurance provisions, the Vendor must require any sub-Vendor under this Agreement to purchase and maintain the insurance coverage as described in this section for the Vendor in connection with the performance of work by those sub-contractors. Alternatively, the Vendor may include any sub-contractors under the Subcontractor's insurance on the coverage required in this section. Failure of sub-contractors to comply with insurance requirements does not limit the Subcontractor's liability or responsibility.

Certificates of Insurance and Other Requirements

Before this Agreement is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Vendor must provide evidence that WMPC, the state of Michigan, their departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds as required. The Vendor must provide WMPC with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in this section. Each certificate must be on the standard ACORD form or equivalent. THE CONTRACT NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.

v. Indemnification

1. General Indemnification

The Vendor must indemnify, defend and hold harmless WMPC from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Vendor in the performance of this Agreement and that are attributable to the negligence or tortious acts of the Vendor or any of its sub-contractors, or by anyone else for whose acts any of them may be liable.

2. Code Indemnification

The Vendor must indemnify, defend and hold harmless WMPC from any claim, loss, or expense arising from Subcontractor's breach of the No Surreptitious Code Warranty.

3. Employee Indemnification

In any claims against WMPC, the state of Michigan, their departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Vendor or any of its Sub-contractors, the indemnification obligation under this Agreement must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Vendor or any of its sub-contractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

4. Patent/Copyright Infringement Indemnification

The Vendor must indemnify, defend and hold harmless WMPC and DHS from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against WMPC or DHS to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Vendor or its sub-contractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in WMPC's or Subcontractor's opinion be likely to become the subject of a claim of infringement, the Vendor must at the Subcontractor's sole expense (i) procure for WMPC and DHS the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Subcontractor, (ii) replace or modify to WMPC's satisfaction the same with equipment, software, commodity or

service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Subcontractor, (iii) accept its return by WMPC with appropriate credits to WMPC against the Subcontractor's charges and reimburse WMPC for any losses or costs incurred as a consequence of WMPC ceasing its use and returning it.

Notwithstanding the foregoing, the Vendor has no obligation to indemnify or defend WMPC or DHS for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of WMPC; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Subcontractor, including, but not limited to, any modification of the equipment by WMPC; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Vendor under this Agreement.

5. Continuation of Indemnification Obligations

The Subcontractor's duty to indemnify under this section continues in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred before expiration or termination.

6. Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Agreement.

- a. After WMPC receives notice of the action or proceeding involving a claim for which it will seek indemnification, WMPC must promptly notify Vendor of the claim in writing and take or assist Vendor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Subcontractor. No failure to notify the Vendor relieves the Vendor of its indemnification obligations except to the extent that the Vendor can prove damages attributable to the failure. Within 10 days following receipt of written notice from WMPC relating to any claim, the Vendor must notify WMPC in writing whether Vendor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Vendor of a claim and before WMPC receiving Subcontractor's Notice of Election, WMPC is entitled to defend against the claim, at the Subcontractor's expense, and the Vendor will be responsible for any reasonable costs incurred by WMPC in defending against the claim during that period.
- b. If Vendor delivers a Notice of Election relating to any claim: (i) WMPC is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise WMPC about the status and progress of the defense; (ii) the Vendor must, at the request of WMPC, demonstrate to the reasonable satisfaction of WMPC, the Subcontractor's financial ability to carry out its defense and indemnity obligations under this Agreement; (iii) the Vendor must periodically advise

WMPC about the status and progress of the defense and must obtain the prior written approval of WMPC before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, WMPC has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But WMPC may retain control of the defense and settlement of a claim by notifying the Vendor in writing within 10 days after WMPC's receipt of Subcontractor's information requested by WMPC under clause (ii) of this paragraph if WMPC determines that the Vendor has failed to demonstrate to the reasonable satisfaction of WMPC the Subcontractor's financial ability to carry out its defense and indemnity obligations under this section. Any litigation activity on behalf of WMPC, or any of its subdivisions under this section, must be coordinated with WMPC's Chief Financial Officer.

- c. If Vendor does not deliver a Notice of Election relating to any claim of which it is notified by WMPC as provided above, WMPC may defend the claim in the manner as it may deem appropriate, at the cost and expense of Subcontractor. If it is determined that the claim was one against which Vendor was required to indemnify WMPC, upon request of WMPC, Vendor must promptly reimburse WMPC for all the reasonable costs and expenses, including attorney fees.

w. **Limitation of Liability**

Neither the Vendor nor WMPC is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Subcontractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

ATTACHMENT B

PROGRAM PERFORMANCE GOALS AND REPORTING

1. Expected Contract Performance Outcomes

During the Agreement, the Service Provider shall demonstrate measurable progress toward the achievement of the outcomes listed below:

- A. 80% of adult participants in domestic violence survivor services, completing the point-in-time feedback survey, know more ways to plan for their safety.
- B. 80% of adult participants in domestic violence survivor services, completing the point-in-time feedback survey, know more about community resources that they might need.
- C. 80% of non-offending parents have a safety plan in place at program exit.
- D. 90 % of cases closing during the quarter with at least 12 sessions completed have made documented progress on service goals.
- E. 5% or fewer individuals will be re-referred within 24 months of successful program completion.

2. Performance Evaluation and Monitoring

The services provided by the Service Provider under this Agreement shall be evaluated and assessed at least annually by WMPC on the basis of the criteria outlined above.

WMPC shall perform contract monitoring through activities such as:

- A. Auditing expenditure reports.
- B. Conducting on-site monitoring.
- C. Reviewing and analyzing reports.

3. Service Documentation

The Service Provider agrees to maintain program records required by WMPC, program statistical records required by WMPC, and to produce program narrative and statistical data at times prescribed by, and on forms furnished by, WMPC.

4. Client Records

For each eligible client served under this Agreement, the Service Provider shall maintain client case records consisting of:

- A. Eligibility certification documents.
- B. Date of contact with client.
- C. Problem identification.
- D. Methods of service delivery.
- E. Significant contacts with client and significant events.
- F. Other material related to this Agreement as may be specified by WMPC