


**JUVENILE /
CIRCUIT COURT**

**NICOLE SCHINGECK
INTERACTIVE
COUNSELING, LLC**

**2016 - 2018
INTENSIVE IN-HOME
COUNSELING PROGRAM**

ORIGINAL TERM:	10.1.15 TO 9.30.18	ERP
<input type="checkbox"/> RENEWAL #1:	10.1.18 TO 9.30.19	#308
<input type="checkbox"/> RENEWAL #2:	10.1.19 TO 9.30.20	

DESTROY:

#2015-09-187

2027

9.14.15

RESOLUTION

NO: 2015-09-187

LIVINGSTON COUNTY

DATE: September 14, 2015

RESOLUTION TO AUTHORIZE CONTRACTS WITH MULTIPLE PROVIDERS TO PROVIDE INTENSIVE IN-HOME COUNSELING SERVICES – 44TH CIRCUIT COURT, JUVENILE DIVISION – FINANCE / BOARD

WHEREAS, the Juvenile Unit of the Family Division of the 44th Circuit Court has an on-going need for an Intensive In-Home Counseling Program; and

WHEREAS, this program has instructed youth in life skills, alternative conflict resolution methods and intensive personal/family counseling; and

WHEREAS, a recommendation has been made to enter into agreements with four independent contractors for intensive in-home counseling services at a flat rate fee of \$100.00 per hour and no mileage reimbursement for the period of October 1, 2015, through September 30, 2018, with the potential for two 1-year renewal options, agreement term not to exceed five years. At a total annual County cost not to exceed \$20,000.00, one-half of which is eligible for reimbursement by the State of Michigan Child Care Fund.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves entering into agreements with the four independent contractors:

1. **LIVINGSTON FAMILY CENTER, INC.;**
2. **KAREN BERGBOWER & ASSOCIATES;**
3. **NICOLE SCHINGECK – INTERACTIVE COUNSELING;** and
4. **LIVINGSTON COUNTY CATHOLIC CHARITIES**

as selected by the Juvenile Unit, for Intensive In-Home Counseling at a flat rate fee of \$100.00 per hour and no mileage reimbursement for the period of October 1, 2015 through September 30, 2018, at a total annual County cost not to exceed \$20,000.00, one-half of which is eligible for reimbursement by the State of Michigan Child Care Fund with the potential for two additional 1-year renewal options.

BE IT FURTHER RESOLVED that the Chairman is authorized to sign said agreements prepared by Civil Counsel.

#

MOVED: Commissioner Green

SECONDED: Commissioner Lawrence

CARRIED: 9-0-0 Roll call vote; Ayes; Green, Domas, VanHouten, Parker, Williams, Griffith, Dolan, Childs, Lawrence; Nays: None; Absent: None



Memorandum

To: Livingston County Board of Commissioners
From: John Evans, Circuit Court Administrator
Date: August 31, 2015
**Re: RESOLUTION TO AUTHORIZE CONTRACTS WITH MULTIPLE PROVIDERS TO
PROVIDE INTENSIVE IN-HOME COUNSELING SERVICES**

The Juvenile Court has a continued need for intensive in-home counseling services to work with at-risk youth to prevent out-of-home placements and to provide youth and their families with conflict resolution skills.

Per the Purchasing Policy, Purchasing released a Request for Proposal (RFP) for Intensive In-Home Counseling Services. Bid documents were posted on the Michigan Inter-Governmental Trade Network (MITN) website and an ad was placed in the local Argus & Press.

Purchasing received four (4) proposals; attached please find the tabulation sheet outlining the pricing submitted by each vendor. After careful review, the Court's evaluation committee is recommending an award to all vendors with a negotiated rate of \$100 per hour without mileage reimbursement.

The award to 4 local counseling agencies will double the available providers currently used. The total program annual cost shall not exceed \$20,000.00, of which 50% is reimbursable from the State of Michigan. The court will continue to assess the parents a fee to offset the program cost.

As a result, we are requesting that the attached resolution be approved to authorize entering into contracts with Livingston Family Center, Inc.; Karen Bergbower & Associates, Nicole Schingeck – Interactive Counseling and Livingston County Catholic Charities for a three-year period with two options for one-year renewal, at the County discretion, for a total contract period to not exceed five (5) years.

INTENSIVE IN-HOME COUNSELING PROGRAM AGREEMENT

THIS AGREEMENT, effective October 1, 2015, is made and entered into this by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") acting on behalf of the **FORTY-FOURTH JUDICIAL CIRCUIT COURT-FAMILY COURT DIVISION/JUVENILE UNIT**, with offices at 204 S. Highlander Way, Suite 3, Howell, Michigan 48843 (hereinafter referred to as the "Court") and **NICOLE SCHINGECK – INTERACTIVE COUNSELING**, 3457 Junior Dr., Pinckney, Michigan 48169 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Court has determined that there is a need for intensive in-home counseling programs for minors against whom a complaint has been filed with the Court or minors whom the Court may order into such a program as an alternative to removal from their homes or if placed outside of their homes to speed up their return to their homes; and

WHEREAS, the Contractor has been certified by the State of Michigan to provide counseling services of the type required by the Court; and

WHEREAS, the Contractor has presented himself to the Court as being in the business of providing the type of counseling services which the Court requires on an independent contractor basis; and

WHEREAS, the County and the Contractor wish to enter into a contract which will permit the Court to assign minors to the Contractor for intensive in-home counseling services.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: PURPOSE OF AGREEMENT. The purpose of this Agreement shall be to provide the Court with an intensive in-home counseling program (hereinafter referred to as the "Program") which shall be operated by the Contractor as an alternative to out of home institutional or foster care placements of minors under the Court's jurisdiction who have delinquency and/or neglect problems. The Program shall facilitate early return to the parental home from foster care placement as well as prevent removal from the home through instruction, enhancement, and reinforcement of daily living skills, social skills, and pre-employment skills to the minor, and parenting skills of the parents to address family dysfunction related to delinquent behavior.

SECOND: TARGET POPULATION. The target population for the Program shall be minors for whom a complaint has been received and accepted by the Court and minors which the Court orders into the Program as an alternative to removal from the minor's home or to speed up a minor's return to his/her home. The Program shall accept:

- A. Court wards at home on probation and at high risk of going to an institution (a petition of serious offense or numerous repeat petitions).
- B. Court wards currently in institutions who may be returned home earlier with the Program as part of their probation plan.
- C. Court wards in foster care who have families or relatives who are capable of supporting them at home with counseling intervention.

THIRD: THE COURT'S RESPONSIBILITIES.

- A. The Court's caseworkers will be familiar with the Program and work with the Contractor regarding matters pertaining to the Program and minors assigned thereto.
- B. The Court shall assign minors to the Program who:
 - 1. the Court believes will benefit therefrom; and
 - 2. fall within the target population.
- C. The Court shall prepare and transmit to the Contractor a referral packet on each minor it assigns to the Program, which includes any known information or reports about the minor's social, physical, psychological or medical functioning which are relevant to the minor's care.
- D. After a minor is assigned to the Program the Court shall work with the Contractor on a continuing basis to determine whether the minor continues to be appropriate for the Program, his/her continued need for the Program's services and his/her discharge from the Program when such discharge is considered to be appropriate.
- E. The period of time that the minor will be allowed to participate in the Program will not exceed ninety (90) days unless an extension period is granted by the Court's caseworker in writing. The total extension period shall not exceed ninety (90) days.
- F. It is expressly understood and agreed by the Contractor that the County has contracts with other providers of intensive in-home counseling programs. It is further expressly understood and agreed by the Contractor that the Court may at any time remove a minor from the Contractor's program and place him/her in another intensive in-home counseling program operated under a contract with the County. The Court may also at any time remove a minor from an intensive in-home counseling program operated by another provider under a contract with the County and place him/her in the Contractor's program.

FOURTH: SERVICES TO BE PROVIDED BY THE CONTRACTOR. The Contractor shall provide the Court with the following services:

- A. **Proof of Contractor's Business Status.** The Contractor prior to commencing work under this Agreement shall provide the Court with documentation of his authority to conduct business in the State of Michigan and in what capacity (i.e. sole proprietorship, partnership or corporation). At the end of each quarter of the calendar year covered by this Agreement, the Contractor shall submit to the Court documentation showing that he has filed and paid required tax returns to the Federal, State and local governments.
- B. **Intensive In-Home Counseling.**
 - 1. The Contractor shall provide each minor which the Court orders into the Program and assigns to the Contractor with intensive in-home care early return option counseling which shall take place in the minor's residence (i.e. his/her family's home, guardian's home or

foster family's home), or at the minor's school. The counseling may take place at the Contractor's office or other appropriate place when the caseworker which the Court has assigned to the minor gives his/her prior written consent. The counseling shall include instruction, enhancement, and reinforcement of daily living skills, social skills, and pre-employment skills to the minor, and child management skills of the minor's parents.

2. The Contractor shall ensure that all of its in-home care counseling staff providing services under this Agreement meet all the applicable standards required by the rules and regulations of the Michigan Department of Health and Human Services for intensive in-home care for youths which are eligible for funding under the Michigan Child Care Fund. The Contractor shall provide the Court with written documentation that it has met these standards, within five (5) business days of the Court's request therefore.
3. The Contractor shall ensure that at no time shall the Program have a case load in excess of twenty (20) minors.
4. The Contractor shall ensure that for each minor assigned to the Program an average of not less than one (1) face-to-face contact will be scheduled with the Contractor per week, during the entire period his/her case is open for service in the Program. More than one (1) face-to-face contact per week may be required at the discretion of the Court's caseworker.

C. Individual Case Plan.

1. The Contractor shall prepare an individual case plan for each minor assigned to the Program. Each case plan shall contain a social history, goals of counseling, objective attainment, specific, individual, productive behavior plan and termination summary. Each case plan must identify an early return home goal or a remain at home goal, whichever is appropriate.
2. The Contractor shall maintain individual case records on each minor assigned to the Program. Such records at a minimum shall contain the following:
 - a. A family case assessment which identifies the problems and need for in-home counseling services,
 - b. Date of intake,
 - c. Type of complaint/allegation, support as follows:
Delinquency - a copy of the complaint or court order, when applicable, placing the child in the Program as part of a formal disposition.
 - d. Specific, individualized treatment plan, which identifies the treatment goals, objectives and measurable action steps which will be used to reach the goals.
 - e. Case plan changes,
 - f. Quarterly progress reports,
 - g. Dates, type and purpose of service contacts made with the minor. At least one (1) weekly face-to-face contact is required to be scheduled. The Court's caseworkers, at their discretion, may require more than one (1) weekly face-to-face contact.
 - h. The living arrangement of the minor at termination of in-home counseling services.
3. The Contractor shall deliver to the Court a copy of each minor's individual case plan within thirty (30) days of the minor's first counseling session and updates thereto every thirty (30) days thereafter.

- D. **Reports.** The Contractor shall every thirty (30) days submit a written report to the Court on services provided to minors and their family members under this Agreement.
- E. **CAFAS.** Upon each participant's entry into the Program and every three (3) months while the participant is in the Program and upon exiting the Program, the Contractor shall at its own cost (i.e., not reimbursable) conduct a Child and Adolescent Functional Assessment Scale (CAFAS) on the participant and report the score to the Court.
- F. **Termination.** Upon termination of counseling with a minor, the Contractor, in conjunction with the Court, shall document the following within thirty (30) days in the case record of the Court:
 - 1. Reason for termination.
 - 2. Summary of services provided.
 - 3. Assessment of the minor's needs that remain unmet.
 - 4. Summary of circumstances if termination is unplanned.
- G. **Assessment.**
 - 1. The Contractor may monitor the goals and objectives of the Program by a tracking chart.
 - 2. A client questionnaire may be used to evaluate the impact of the counseling with families.
- H. **Program Evaluation Reports.** The Contractor shall quarterly submit to the Court an evaluation report on the effectiveness of the services performed during the reporting period. Each report shall include the number of persons served, the number who remained in the Program to completion and/or received all services, the success of the Program/services as measured by recidivism and such other information as the Court may require.

It is expressly understood and agreed by the parties to this Agreement that the Contractor has assigned Nicole Schingeck as the individual responsible for performing the services and responsibilities set forth in subparagraphs B through F of the first paragraph of this section. The Contractor shall not assign or subcontract such services or obligations to any other person or party without the prior written consent of the Court.
- I. **Legal Advice.** Under no circumstances shall the Contractor provide legal advice to the youths/parents assigned to the Program.

FIFTH: NOTICE REQUIREMENT. In the event that the Contractor determines that the Court's personnel are not performing their responsibilities under this Agreement, the Contractor shall notify, in writing, the Court's Administrator. Similarly, in the event that the Court feels that the Contractor is not performing the services required under this Agreement, the Court shall notify, in writing, the Contractor or such representative or agent that the Contractor shall designate.

SIXTH: COMPENSATION. The Contractor shall receive the following compensation for the services to be performed under this Agreement:

- A. The Contractor shall receive ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for each hour in which the Contractor provides counseling services under this Agreement. No other fees such as travel, mileage, no-show fees, paperwork or any other fees shall be charged or paid under this Agreement.
- B. It is expressly understood and agreed that the total compensation which the County shall annually pay to all providers of intensive in-home counseling programs combined during the period covering this Agreement shall not exceed the sum of TWENTY THOUSAND AND NO/100

DOLLARS (\$20,000.00). Of such total, the maximum which shall be paid from the County's funds shall not exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) with the balance to be paid from the State of Michigan Child Care Fund.

SEVENTH: ACCOUNTING PROCEDURES. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

EIGHTH: BILLING PROCEDURE, METHOD OF PAYMENT AND INTENT OF PARTIES REGARDING TAXES. The Contractor shall submit to the Court on or before the tenth (10th) day of each month a bill for services rendered during the preceding month. Each bill shall be in such form and contain such information as the Court shall require. The Court, upon verification that the services billed have been performed, shall process and pay such bills in accordance with the County's/Court's procedure for payment of Accounts Payable. The Contractor shall notify the Court immediately of any overpayment and upon documented reconciliation with any underpayment return the net overpayment to the Court.

It is expressly understood and agreed by the parties to this Agreement that the payment of compensation as set forth in this section has been based upon their intent and belief that their relationship is that of an independent contractor. In the event a Federal or State court or administrative agency rules at any time that the relationship between the parties to this Agreement is one of an employer/employee, the compensation to be paid the Contractor shall be the sum appropriately billed less the sum required to be withheld to pay for income and social security taxes to the proper Federal, State and local governments. If withholding for payment of taxes from the Contractor's compensation is found to be required, the Contractor shall reimburse the County in full for any taxes, interest and penalties that the County and/or the Court are required to pay on compensation received by the Contractor under this Agreement, prior to commencement of withholding for taxes thereon.

NINTH: REPORTS.

- A. The Contractor shall prepare and submit to the Court reports containing such information as the Court may require regarding the services provided to minors and/or their parents which the Court has placed in the Program. The Contractor shall also submit to the County or the Court any other reports or information related to the Program when and as requested by either the County or the Court.
- B. All reports shall be in such form and submitted at such times as either the County or the Court may require.
- C. Failure by the Contractor to submit any reports or information required by either the County or the Court under this section, or failure to submit any other reports or information specifically required by this Agreement, shall constitute a material breach of this Agreement.

TENTH: RECORDS AND INSPECTIONS. The Contractor shall maintain full and accurate records with respect to all services performed under this Agreement. Representatives of the County, the Court and Michigan Department of Health and Human Services shall have free access during the County's normal business hours to such records and shall have the right to examine and audit the same and to make copies and/or transcripts thereof and to inspect all Program data, documents, proceedings and activities. Refusal to allow the County's, the Court's or the Michigan Department of Health and Human Services' representatives access to said records, data, documents, proceedings and activities

and right to inspect, audit, make copies and/or transcripts thereof, shall constitute a material breach of this Agreement.

ELEVENTH: CONFIDENTIALITY. The Contractor shall establish and maintain procedures to ensure against disclosure of Program records, reports, confidential communications and visual or audio material containing the identity of individual participants which the Court has referred to the Program. The only exceptions to this requirement shall be the following:

- A. Where disclosure is ordered by the Court.
- B. Where disclosure is required or authorized by law.

Under no circumstances may any public reports or findings contain the names of the minors the Court has placed in the Program.

TWELFTH: COMPLIANCE WITH THE LAW. The Contractor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations, including but not limited to applicable rules adopted by the Michigan Department of Health and Human Services. The Contractor shall also comply with all policies, rules and regulations of the Court and orders issued by the Court which relate to the specific services to be provided to a minor under this Agreement. Under no circumstances may the Contractor provide legal advice to the youth/parents assigned to the Program.

In the event the Contractor, in the performance of its services under this Agreement, has access to or comes into contact with protected health information (PHI) of the people to receive such services the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended, and the regulations promulgated pursuant thereto, 45 CFR Parts 160 and 164, as amended. Access to PHI shall be limited to the minimum necessary to provide the applicable service.

Breach of this section shall be a material breach of this Agreement.

THIRTEENTH: NONDISCRIMINATION. The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. Section 504 of the Rehabilitation Act of 1973, as amended.
- B. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- C. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

In the event a Federal or State court or Federal or State administrative agency after a due process hearing makes a finding that the Contractor is guilty of discrimination prohibited by law, the Contractor shall forward a copy of the finding to the Court.

The Contractor shall post notices containing the above-stated prohibitions against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

Breach of this section shall be regarded as a material breach of this Agreement.

FOURTEENTH: INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall not be considered to be and shall not hold himself out as an employee, servant or agent of either the County or the Court. The Contractor shall be responsible for payment of all income and social security taxes to the proper Federal, State and local governments.

Neither the County nor the Court shall be responsible for providing the Contractor with workers' disability compensation coverage. The Contractor, as required by law, shall be responsible for providing his own workers' disability compensation coverage.

FIFTEENTH: INDEMNIFICATION AND HOLD HARMLESS.

- A. The Contractor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County, the Court, and their elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), lawsuits, costs and expenses, including but not limited to all costs from administrative proceedings, court costs and attorney fees, that the County, the Court and their elected and appointed officers, employees or agents may incur as a direct result of the acts, omissions or negligence of the Contractor, its officers, employees and agents, that may arise out of this Agreement.
- B. As required in the EIGHTH section of this Agreement, if the Contractor is found by a Federal or State court or administrative agency to be an employee of either the County or the Court, the Contractor shall indemnify the County and/or Court in full for any taxes, interest or penalties that they are required to pay on compensation received by the Contractor under this Agreement prior to the commencement of withholding for taxes thereon.
- C. The Contractor's indemnification, save and hold harmless responsibilities under this section shall include the sum of claims, damages, costs, lawsuits and expenses which are in excess of any sum reimbursed to the County, the Court, or their elected or appointed officers, employees, servants and agents by the insurance coverage obtained and/or maintained pursuant to the requirements of this Agreement.

SIXTEENTH: INSURANCE. The Contractor shall maintain, during the term of this Agreement, the following insurance coverage requirements. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

- A. The Contractor shall carry Workers' Compensation and Employer's Liability Insurance Coverage, as required by law. In the event that the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Contractor shall ensure that

said subcontractors and sub-subcontractors carry Workers' Compensation and Employer's Liability Insurance coverage, as required by law.

- B. Professional Liability Insurance: The Contractor shall procure and maintain, during the life of this Agreement, Professional Liability Insurance (errors and omissions coverage) in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is claims made form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after termination of this Agreement.
- C. The Contractor shall procure and maintain, during the term of this Agreement, Commercial General Liability Insurance on an "Occurrence" basis with limits of liability of not less than \$1,000,000 per occurrence and aggregate for Property Damage. Coverage shall include the following extensions:
 - 1. Contractual Liability;
 - 2. Products and Completed Operations Coverage;
 - 3. Independent Contractors Coverage;
 - 4. Broad Form General Liability Extensions or equivalent; if not in policy proper.
- D. The Contractor shall maintain Vehicle Liability Coverage and Michigan No-Fault coverage including all owned, non-owned and hired vehicles of not less than \$1,000,000 per occurrence combined single limit.
- E. Commercial General Liability Insurance and Vehicle Insurance, as described above, shall include the following "Additional Insured": County of Livingston and the 44th Judicial Circuit Court of Michigan, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
- F. Workers' Compensation Insurance, Professional Liability Insurance, Commercial General Liability Insurance and Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice [Ten (10) days for non-payment of premium] of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: Livingston County Purchasing, 304 E. Grand River, Suite 204, Howell, MI 48843.
- G. If any of the above coverage expires during the term of the Agreement, the Contractor's insurer shall deliver renewal certification and/or policies to: Livingston County Purchasing, 304 E. Grand River, Suite 204, Howell, MI 48843, at least thirty (30) days prior to expiration.

SEVENTEENTH: WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

EIGHTEENTH: ASSIGNMENT, SUBCONTRACTS, AND AUTHORITY OF COUNTY TO CONTRACT WITH OTHERS.

- A. The Contractor shall not assign or subcontract his duties and/or obligations under this Agreement without the prior written consent of the County and the Court.

B. It is expressly understood and agreed by the Contractor that the Contractor is not the sole provider of intensive in-home counseling programs for the Court. The County may at any time contract with parties other than the Contractor for the provision of an intensive in-home counseling program to which the Court may assign minors.

NINETEENTH: AMENDMENTS OR MODIFICATIONS TO THE AGREEMENT. This Agreement may be amended or modified only by the written mutual consent of the parties hereto.

TWENTIETH: AGREEMENT PERIOD AND OPTIONS TO RENEW. This Agreement shall become effective and performance thereon shall commence on the 1st day of October, 2015, and shall continue to the 30th day of September, 2018, at which time it shall terminate, unless extended as set forth in the second paragraph of this TWENTIETH section.

The County shall have two (2) options to extend the term of this Agreement for one (1) additional year per each option. To exercise this option the County shall provide written notice to the Contractor prior to the end of the initial term for the first renewal option and prior to the end of the first renewal year for the second renewal option.

TWENTY-FIRST: TERMINATION. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

TWENTY-SECOND: DISREGARDING TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

TWENTY-THIRD: COMPLETE AGREEMENT. This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

TWENTY-FOURTH: NON-BENEFICIARY CONTRACT. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

TWENTY-FIFTH: INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

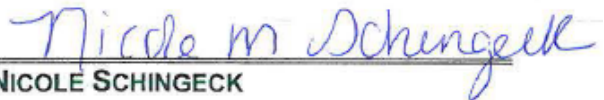
TWENTY-SIXTH: CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing on behalf of the parties hereto certify by their signatures that they are authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

NICOLE SCHINGECK - INTERACTIVE COUNSELING

BY: 
CAROL S. GRIFFITH - CHAIRWOMAN
COUNTY BOARD OF COMMISSIONERS

BY: 
NICOLE SCHINGECK

Dated: 10/5/15

Dated: 9/28/15

**44TH JUDICIAL CIRCUIT COURT-
FAMILY COURT DIVISION / JUVENILE UNIT**

BY: 
DAVID J. READER - CHIEF JUDGE
LIVINGSTON COUNTY TRIAL COURTS

Dated: 10-1-15

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE
On: September 22, 2015

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Liv/Circuit Court #09-005

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LIVINGSTON COUNTY / 44TH CIRCUIT -
FAMILY DIV - JUVENILE COURT

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NICOLE SCHINGECK
INTERACTIVE COUNSELING

~10~

TERM: 10/01/15 TO 9/30/18
(With 2 1-Year Renewal Options)

RES: #2015-09-187