

**CONTRACT FOR PARENT ADVOCACY SPECIALIST
IN CHILD PROTECTIVE PROCEEDINGS**

This is an agreement ("Contract") between the COUNTY OF BERRIEN, a Michigan public body and body corporate ("County"), with a principal location at 701 Main Street, St. Joseph, MI, and _____("Parent Advocacy Specialist" or "Contractor"), with a principal location at _____, to provide independent contractor parent advocacy support as a part of the legal defense team for indigent parents in child protective proceedings in the Berrien County Trial Court ("the Court"), upon the terms and conditions contained herein.

The following are the underlying basis for this Contract:

- The County has a constitutionally mandated responsibility to pay for indigent defense services.
- Parent Advocacy Specialist agrees to provide, and the County agrees to pay for, thorough, competent, and professional parent advocacy support subject to all applicable standards, rules, regulations, statutes, and County expectations as set forth in this Contract.

The Parent Advocacy Specialists understand and acknowledge that the County anticipates that funding of this Contract will be received through appropriations for Michigan Department of Health and Human Services (MDHHS) and that this Contract is subject to the availability of funds, MDHHS's anticipated Appropriation Act for FY 2022 and FY2023, MDHHS approval, and State Administrative Board approval. Failure of the County to receive the anticipated funding is cause for termination of this Contract under §6.1.

- The County and Parent Advocacy Specialist agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of parent advocacy services to eligible parents in child protective proceedings.

1. Duration of this Contract. This Contract shall commence on October 1, 2022, and terminate on September 30, 2023 (subject to continued grant funding availability) unless extended or terminated earlier in a manner allowed by this Contract. Services performed by a Parent Advocacy Specialist(s) under this Contract must not exceed a maximum total of two thousand eighty (2080) hours.

2. Definitions. The following definitions control the interpretation of this Contract:

- 2.1 Indigent Parent. An "Indigent Parent" is a parent, guardian, legal custodian or respondent, as defined in MCR 3.903(C)(10), whom a judicial officer of the Court has found to be indigent.
- 2.2 Child. A "Child" is a minor alleged or found to be within the jurisdiction of the Court pursuant to MCL 712A.2(b).
- 2.3 Proceeding. A "Proceeding" is a child protective proceeding in the Court concerning an offense against a Child (MCR 3.903(A)(2)) pursuant to MCR 3.961 to MCR 3.980 and the Juvenile Code, MCL 712A.1 *et seq.*, which is assigned to the Court's St. Joseph courthouse or any other Court facility.
- 2.4 Client. A "Client" is an Indigent Parent.

2.5 County. The “County” means Berrien County acting through its Board of Commissioners with the County Administrator, or his/her designee, as the representative of the Board of Commissioners.

3. **Independent Contractor.** Parent Advocacy Specialist is, for all purposes arising out of this Contract, an independent contractor, and neither Parent Advocacy Specialist nor its employees shall be deemed employees of the County. Parent Advocacy Specialist shall complete the requirements of this Contract according to Parent Advocacy Specialist’s own means and methods of work; however, Parent Advocacy Specialist is subject to supervision and oversight of the County, as specified within this Contract. Notwithstanding the foregoing, the County retains the right to remove from this Contract any Parent Advocacy Specialist with whom Berrien County is dissatisfied.

4. **Fringe Benefits.** Because Parent Advocacy Specialist is engaged as an independent contractor in Contractor’s own independent business, Contractor is not eligible for, and shall not participate in, any pension, health, or other fringe benefit plan provided by the County to County employees or elected officials.

5. **Commencement of Services.** Parent advocacy services shall commence upon pre-approval and authorization of funds by the County, by and through the Chief Public Defender, upon request received from Parent Advocacy Specialist and the court-appointed Respondent Parent Counsel. The services shall not exceed the amount of hours authorized without additional approval from the County, which must be requested and approved prior to the intended service or expense. Before additional funds are approved, the Parent Advocacy Specialist must communicate with Respondent Parent Counsel for the Indigent Parent and provide justification to the County regarding the need for additional funds.

6. **Parent Advocacy Specialist.** Parent Advocacy Specialist agrees:

6.1 To provide services in a thorough, competent, and professional manner subject to all applicable standards, rules, regulations, canons, statutes, and cases. Services include, but are not limited to: Advocating for the expressed goals of the client; Engaging and motivating parents to participate in the Child Protective Proceedings process; Assisting in developing and presenting alternative treatment plans to the Court; Observing visits between the parent and child/ren; Attending scheduled meetings with the parent and providing advocacy during the meetings; Providing clinical consultation to the attorney to develop case strategies and litigation support; Assisting the attorney to identify possible expert evaluations or expert witnesses; Attending court appearances as needed; Performing other duties as requested by the Contract Respondent Parent Counsel.

a. This Contract does not in any way guarantee the approval of any funding to the Parent Advocacy Specialist and the County does not require that the Parent Advocacy Specialist contract exclusively with the County. However, the Parent Advocacy Specialist must make every effort to not hold additional employment or contract work that would conflict with any individual cases or overall work under this Contract. The County does not guarantee a minimum amount of work.

b. Client files and records shall be maintained in congruence with social work ethics, and, except as precluded by attorney-client or social worker-client privileges, made available to the County for reasonable inspection, audit, and evaluation. The Parent Advocacy Specialist or Respondent Parent Counsel must

retain such records and client files for a period of at least five years from the completion of the case, unless otherwise required by statute or rule.

- c. No part of the performance of the Parent Advocacy Specialist under this Contract shall be assigned or subcontracted without the written consent of County. All work performed pursuant to this Contract must be performed only by Parent Advocacy Specialists who have been approved by and have a current contract with the County.
- d. When the Parent Advocacy Specialist is authorized to provide services for an individual in a Child Protective Proceedings case, the Parent Advocacy Specialist shall not receive any fee or expense for any work done on behalf of that individual in that case except as provided for under this Contract or as approved by the County.
- e. In the event that criminal charges are filed against the Parent Advocacy Specialist, they shall notify the County within 10 days of the filing of such charges, and upon disposition of the criminal case.
- f. The Parent Advocacy Specialist agrees to participate in at least five (5) hours of child welfare law related training every year, as part of, or in addition to the continuing education required for any active professional licensure.
- g. Eligible Parent Advocacy Specialist agrees to maintain active professional licensure (Licensed Clinical Social Worker, Licensed Social Worker, Licensed Professional Counselor, Licensed Therapist, etc.), and to notify the County and all attorneys on all assigned cases immediately should there be a suspension of licensure. Limited license professionals will also be considered but must provide and pay for their own supervision and maintain active professional licensure. A candidate with a Bachelor's Degree in Social Work, Counseling or Psychology plus 5 years of paid experience in the human and social services related field is also eligible for consideration.
- h. Pursuant to this Contract, the Parent Advocacy Specialist agrees to provide parent advocacy support services which may include, but are not limited to:
 - (1) Completes a psychosocial assessment for the Client to determine the strengths and needs of the parent;
 - (2) Communicates, engages, and motivates parents to participate in the court process;
 - (3) Assists in developing alternative treatment plans;
 - (4) Observes visits between the parent and the child/ren;
 - (5) Attends scheduled meetings with the parent and provides advocacy during the meetings;

- (6) Provides consultation to the attorney to develop the therapeutic goals of the treatment plan through litigation;
 - (7) Assists with the preparation of trial, trial strategy and expert identification and outreach;
 - (8) Utilizes social science research in their advocacy;
 - (9) Other social work duties as requested by Respondent Parent Counsel.
- i. The Parent Advocacy Specialist must follow County Billing Policies. Except when subpoenaed as a witness, the Parent Advocacy Specialist must not voluntarily agree to testify in court without prior County consultation and approval and must notify the County if they are endorsed as a witness, subpoenaed as a witness or otherwise learn that they may be called to testify.
 - j. The Parent Advocacy Specialist further warrants that they have a valid Michigan Operators license and do not have any felony convictions or convictions that impact their credibility.
 - k. Parent Advocacy Specialist shall keep all confidential information obtained and/or accessed in accordance with performance of this Agreement as confidential as provided in §18513 of the Public Health Code, 1978 PA 368, MCL 333.18513.
 - l. The Parent Advocacy Specialist also agrees to keep a current mailing and e-mail address on file with the County and Respondent Parent Counsel, and to check e-mail regularly for updates from the County.
- 6.2 Promptly identify conflicts of interest and notify the Parents' attorneys of any conflict within a reasonable amount of time.
 - 6.3 To maintain at their expense adequate professional liability insurance, and to indemnify and hold the County harmless from liability arising from their representation of a Client under the Contract. Proof of such insurance will be provided to the County.
 - 6.4 To give priority to the obligations under this Contract in scheduling and appearances.
 - 6.5 Not to request or accept consideration in any medium from, or on behalf of, the Client for the services performed under this Contract.
 - 6.6 To keep the following records in a format approved/requested by the County:
 - a. a written record of the services performed under this Contract.
 - b. a file for each Proceeding, including notations and time keeping as requested by the County.

Except as precluded by social worker-client or attorney-client privilege, Parent Advocacy Specialist must make such records and files available to the County upon request.

- 6.7 In providing parent advocacy services to a Client, to:
- a. Be on time and prepared for meetings and court proceedings as arranged with Client and/or Respondent Parent Counsel.
 - b. Promptly identify and resolve conflicts of interest.
 - c. In all activities pursuant to this Contract, maintain a standard of conduct, dress, and decorum appropriate for the Court.

6.8 To attend periodic meetings and training sessions with participants in Child Protective Proceedings (e.g., prosecutors, Respondent Parent Counsel, judges, probation officers). Attend meetings as scheduled by the Public Defender's Office to ensure proper representation of indigent clients.

7. **Supervision.** Contract Parent Advocacy Specialists are responsible for their own clinical supervision related to their professional licensure and professional ethical duties.

8. **County.** County agrees:

8.1. To pay to Parent Advocacy Specialist:

\$32.76 - \$45.00 per hour (depending on licensure/experience) for the period October 1, 2022 through September 30, 2023 for a maximum total of 2080 hours (which can be split between two part-time contract employees). Final hourly rate will be determined at the time of signing this contract, and will be specifically stated in said final contract.

Payable monthly beginning October 1, 2022, for invoices received by the 25th day of the month at the following address:

Courtap@berriencounty.org, or

Intake Manager – Juvenile Division
Berrien County Courthouse
811 Port St.
St. Joseph, MI 49085

9. **Termination.** This Contract may be terminated by the County with cause upon no advance notice.

9.1. "Cause" for purposes of termination will occur upon a lack or shortfall in funding as recited in the underlying bases for this Contract on Page 1.

"Cause" for purposes of termination will also occur at any time Parent Advocacy Specialist fails to comply with the terms of this Contract, and such failure is substantial and material. In lieu of termination at the time of breach, the County may direct Parent Advocacy Specialist to remedy the underlying infraction or breach of the term(s) of this Contract if deemed best to serve the interest of the Client.

- 9.2. Both parties understand that the County reserves the right to re-open this Contract for amendment at any time during the term, but, cannot terminate this Contract before September 30, 2022 except for cause.

10. General Provisions. The general provisions which apply to this Contract are as follows.

- 10.1 The County, the Court and the Parent Advocacy Specialist shall participate in an annual evaluation process as requested by the County.
- 10.2 The captions used in this Contract are for identification and convenience only and are not to be considered in interpretation of the Contract.
- 10.3 This Contract contains an exclusive and complete understanding of the agreement between the parties.
- 10.4 This Contract cannot be modified, amended or changed in any regard without the written consent of the parties approved by a Resolution adopted by the Board of Commissioners.
- 10.5 This Contract shall be interpreted in accordance with the laws of the State of Michigan.
- 10.6 This Contract may not be assigned or transferred by any party without the written consent of the other party. Parent Advocacy Specialist may not assign cases, client visits, client calls, or court appearances to another Parent Advocacy Specialist without the written consent of the Chief Public Defender.
- 10.7 In performing their duties and responsibilities under this Contract, the parties hereto shall comply with all applicable federal and state laws, rules and regulations prohibiting discrimination.
- 10.8 Nondiscrimination. Parent Advocacy Specialists must provide services under this Contract without regard to race, color, religion, national origin, age, sex, height, weight, marital status or other protected class against whom discrimination is prohibited by law or because of a disability. Parent Advocacy Specialists and their subcontractors must not discriminate against an 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 or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 10.9 Iran Certification. Parent Advocacy Specialists certify that they are not an Iran-linked business as defined in the *Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*
- 10.10 If a provision of this Contract, or the application thereof, is held invalid or unenforceable, that provision shall be deemed severable, and the validity of the remainder of this Contract, and the application of the provision to other persons or circumstances, shall not be affected thereby.
- 10.11 The failure to enforce any provision in this Contract shall not constitute a waiver or serve as a bar to the enforcement of that provision or of any other provision in this Contract.

County waiver of a breach of any provision in this Contract must be in writing approved by a Resolution of the Board of Commissioners.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date written by them individually or as duly authorized representatives thereof.

PARENT ADVOCACY SPECIALIST:

Parent Advocacy Specialist's Printed Name

Parent Advocacy Specialist's Signature

Date

COUNTY OF BERRIEN:

**R. McKinley Elliott, Chairperson,
Berrien County Board of Commissioners**

Date