

A RESOLUTION AUTHORIZING A CONTRACT WITH THE WASHTENAW INTERMEDIATE SCHOOL DISTRICT

Washtenaw County Board of Commissioners

June 9, 1999

WHEREAS, State of Michigan Education funding is available to a local public school district to expand the O'Brien Center day treatment education component to a full day of school; and

WHEREAS, the O'Brien Center Education Study Group appointed by the County Administrator in 1999 recommended that the County contract with Washtenaw Intermediate School District to secure these funds; and

WHEREAS, Washtenaw Intermediate School District has developed a contract ensuring that a full day of year-round education will be provided either directly or via subcontract; and

WHEREAS, for 220 days of service the contract is \$185,404, with \$155,638 reimbursed from the State education fund and \$14,883 from the State Child Care fund for a net cost to the general fund of \$14,883; and

WHEREAS, this matter has been reviewed by Corporation Counsel, Human Resources, Finance, the County Administrator's Office and the Ways & Means Committee

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby authorizes the signature of the County Administrator on the contract with Washtenaw Intermediate School District for the period July 1, 1999 through June 30, 2000 for the first year and for the second year contingent upon satisfactory performance

BE IT FURTHER RESOLVED that the Board of Commissioners approves the 1999 Budget Adjustment as attached hereto and made a part thereof.

Washtenaw County

Child Care Fund - O'Brien Center Day Treatment

January 1, 1999 - December 31, 1999

Current Revised

Revenue: Budget Budget Variance

54000 State Revenue	\$1,209,669	\$1,380,190	\$170,521
58000 Local Revenue	1,500	1,500	0
67000 Other Revenue & Reimbursement	143,000	143,000	0
69500 Transfers In	877,493	892,376	14,883
Total	\$2,231,662	\$2,417,066	\$185,404

Expenditures:

70050 Personal Services	\$1,517,367	\$1,517,367	\$ 0
72600 Supplies	107,980	107,980	0
80000 Other Services & Charges	335,479	520,883	185,404
94000 Internal Service Charges	270,836	270,836	0
Total	\$2,231,662	\$2,417,066	\$185,404

Indirect Costs \$ 257,227 \$ 257,227 \$ 0

WASHTENAW COUNTY O'BRIEN CENTER EDUCATIONAL PROGRAM

THE 1999-2000 SCHOOL YEAR ESTIMATE

<u>LINE ITEM BUDGET</u>	<u>ESTIMATED COST</u>
SALARY LIASON/SUPERVISOR	\$20,460.00
SALARY CLERICAL	\$5,760.00
SALARY TEACHER	\$38,317.00
SALARY TEACHER	\$38,317.00
SALARY TEACHER ASSISTANT	\$31,787.00
SALARY SUBS	\$1,000.00
FICA COSTS	\$10,377.00
RETIREMENT COSTS	\$2,386.00
OTHER BENEFITS COSTS	\$29,000.00
TRAVEL COSTS	\$1,000.00
SUPPLY COSTS	\$3,000.00
CAPITAL OUTLAY	\$0.00
SUPPORT SERVICES	\$4,000.00
INDIRECT COST ALLOCATION	\$14,202.00
TOTAL DIRECT COSTS	\$185,404.00
SECTION 24 REVENUE	
DIRECT COST	\$185,404.00
LESS: INELIGIBLE SEC 24 COSTS	
INDIRECT COSTS	\$14,202.00
PRELIMINARY ELIGIBLE SEC 24 COSTS	\$171,202.00
PRORATION OF ELIGIBLE COSTS TO 200 vs. 220 DAYS OF INSTRUCTION	\$155,638.00
STATE MEMBERSHIP REVENUE = (ESTIMATED 20.0 x \$7,152)	\$143,040.00
PRELIMINARY SEC 24 REVENUE	\$12,598.00

STATE-WIDE PRORATION OF	
SECTION 24	100.00%
FINAL SEC 24 REIMBURSEMENT	12,598.00
1999-2000 REIMBURSEMENT ESTIMATE	
FOR WASHTENAW COUNTY	
MEMBERSHIP TRANSFER	\$143,040.00
SECT 24 ESTIMATE (Above)	12,598.00
TOTAL 1999-2000 PAYMENT TO	
WASHTENAW COUNTY	\$155,638.00

CONTRACT FOR ON-GROUNDS EDUCATIONAL PROGRAM

Contract is made this ____ day of _____, 1999, by the COUNTY OF WASHTENAW, a municipal corporation, with office located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW INTERMEDIATE SCHOOL DISTRICT, 1819 Wagner Road, Ann Arbor, Michigan ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

The Contractor agrees to provide, on property adjacent to the juvenile detention facility, an on-grounds educational program (the "services" or "contract services") in accordance with Section 24 of the State School Aid Act for youth referred by the Washtenaw County Circuit Court Family Division – Juvenile Center, 2270 Platt Road, Ann Arbor, Michigan, 48104-5197, pursuant to the terms and conditions of this contract.

A. Client Profile: Description of the Target Population

Youths who are targeted for services under this contract include eligible court involved youths for whom the contract services are in lieu of out-of-home residential placements or treatment programs, or to expedite earlier return from foster care or other out-of-home placement.

B. *Eligible Client/Determination of Eligibility*

1. Youths, ages 13-17 years old, who are residents of Washtenaw County and referred by the Family Division who have one or more of the following needs:

- a. Returning from out-of-home placement, treatment or detention.
 - b. Have been determined in need of individualized rehabilitative and specialized educational services.
 - c. Have been determined in need of contract services as an alternative to out-of-home residential/institutional placement or treatment or early return from foster care.
1. Referrals to the program shall be accepted from the Circuit Court Family Division serving Washtenaw County at-risk youth.

C. Description of Type of Services to be Rendered

The Contractor will deliver the following types of services:

1. Classroom instruction that is consistent with the Michigan recommended core curriculum.
2. Contractor is responsible for providing textbooks, supplies and educational materials, the acquisition of which shall be in full compliance with the Contractor's procurement policies. Washtenaw County is responsible for causing the provision of furniture and equipment, including desks, copy machines, file cabinets, computers, and other necessary equipment.
3. Contractor shall reserve and provide for 20 full time program enrollees, or such higher number of program enrollees as Contractor may determine in accordance with its policies and law, on the grounds of the Juvenile Detention Center, located at 2270 Platt Road, and the County shall assure the Contractor's legal access to that location. The program shall operate for 220 days per year and meet the state requirement for days and hours of full time operation.
4. Enrollment shall be based on an open-entry, open-exit arrangement. As deemed appropriate by either the Contractor or the O'Brien Center, the O'Brien Center shall consult with the Contractor regarding the appropriate admission timing and the delivery of appropriate educational services.

D. Educational Planning

1. The Contractor shall coordinate the education planning for the youth receiving services with the youth's school district of residence, and shall meet all State of Michigan standards applicable to its services.

ARTICLE II – FINANCIAL ARRANGEMENTS

Section 1 – The Contractor shall apply for and receive the state and/or federal educational funds described in Sections 2 and 3 available for the services and the enrolled youth, and for which the services and the enrolled youth qualify, provided that the Washtenaw County shall, as necessary or appropriate, provide supporting documentation for the enrolled youth to facilitate the Contractor's request for state and/or federal funding.

Section 2 – **State Funding.** Requests for state funding may be for:

- a. Per pupil basic Foundation Allowance payments under applicable sections of the State School Aid Act.
- b. "Added cost" under Section 24 of the State School Aid Act for educating pupils assigned to attend an on-grounds educational program adjacent to a juvenile detention facility.
- c. Reimbursement of total approved costs under Section 53 of the State School Aid act for operating special education programs and services.
- d. Similar state school aid funding allowed by state laws as they may be amended from time to time.

Section 3 – **Federal Funding.** Requests for federal funding may include, but are not

limited to, Chapter I funds for delinquent children from the United State Department of Education.

Section 4 – **Other Funding and Grants.** The Contractor and/or Washtenaw County may seek and receive supplemental funding for the services through the Michigan Family Independence Agency. The Contractor may solicit and receive grants and donations consistent with its mission as regards the services. The Contractor retains the right to apply for and receive grant money on its own or together with Washtenaw County, and to apply such moneys for use for the services consistent with the terms of such grants. Any such moneys shall not reduce state or federal funding otherwise allocable to the services. The Contractor shall consult with Washtenaw County before applying for grant money for which Washtenaw County might also be eligible.

Section 5 The Contractor's estimated revenue and expenditures for the provision of services are outlined in a projected budget for its 1999-2000 fiscal year, which is attached hereto and made part hereof as Attachment 1. [The Contractor's budget for services

shall include an additional cost (currently 11.2%) to reflect indirect and overhead costs. This additional cost shall be computed in accordance with Michigan Department of Education or other relevant accounting standards or requirements.]

Section 6 In the event that the actual revenues of the Contractor in the Contractor's fiscal year for providing services under this Contract from the Michigan Department of Education, and/or the United States Department of Education, do not equal or exceed the Contractor's actual expenditures for providing the services in the Contractor's fiscal year, Washtenaw County shall reimburse the Contractor for any such deficiency.

The deficiency shall be paid by Washtenaw County within 30 days from the date that Washtenaw County receives written notice from the Contractor of the calculation and amount of the deficiency. The parties recognize that the lag in student count for funding through the Michigan Department of Education may result in a reimbursable deficiency for the Contractor's 1999-2000 fiscal year.

Section 7 The Contractor shall account for all revenue and expenditures in the manner required by the Michigan Department of Education and/or the United States Department of Education. In addition, the Contractor shall comply with generally accepted accounting principles and reporting requirements.

Section 8 No Contractor general or special designated funds will be required to be appropriated or utilized in any fashion or for any purpose to fund program elements other than the services which are the subject of this contract.

ARTICLE III – TECHNICAL ASSISTANCE

Washtenaw County shall, where required, provide training and technical assistance to the Contractor. Washtenaw County shall also furnish the Contractor with any forms and instructions necessary to carry out the requirements of this Agreement.

ARTICLE IV – REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Director of Children's Services and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 – All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 – All reports made in connection with these services are subject to review and final approval by the Director of Children's Services.

Section 4 – Washtenaw County may review and inspect the Contractor's activities during the term of this contract.

Section 5 – When applicable, the Contractor will submit a final, written report to the Director of Children's Services.

Section 6 – After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

Section 7 – Records of all services and expenses pertaining to this contract shall be kept by the Contractor on a generally

recognized accounting basis and shall be available to

Washtenaw County or its authorized representative at reasonable times and copies thereof shall, upon request, be furnished at no charge to the Washtenaw County. The Contractor agrees to provide Washtenaw County, upon request, an annual audit or financial report on a form acceptable to Washtenaw County and reflecting the use of all funds expended under this contract.

Section 8 - Any reports, information, dates, or other records given or assembled by the Contractor for Washtenaw County under this contract shall be provided in such a way as to protect the identity of the enrolled youths. In addition, any documents which the Contractor requests to be kept confidential shall not be made available to any individual or organization, except the Washtenaw County.

Section 9 - The Contractor shall provide information each year for which this contract is in effect for inclusion in Washtenaw County's Annual Plan and, as applicable, for submission to the Michigan Family Independence Agency for annual Child Care Funds, to enable the State agency to commit In-Home Care Funds from the Child Care Funds for the period of this contract.

ARTICLE V - TERM

This contract begins on July 1, 1999, and ends on June 30, 2000, with automatic renewal for one year unless sixty (60) days prior written notice is given by either of the parties that it does not desire to renew this contract. The contract price may be modified by an amount which the parties may agree in writing is necessary.

ARTICLE VI - PERSONNEL

Section 1 - The Contractor represents that it has or will secure under the conditions of this contract, all personnel required for the performing of the services under this contract.

Section 2 - The Contractor, as a Michigan intermediate school district, expressly reserves its powers and rights under the Revised School Code, to operate and provide the services under this contract in accordance with the policies of its Board of Education and law applicable to intermediate school districts, including, but not limited to, the following: (a) the right to bargain collectively with its staff, (b) the right to hire, fire and discipline members of its staff and to determine their working conditions, the right to adopt personnel policies which affect its staff, and (c) the right to engage and delegate to independent subcontractors, either non-profit, for-profit, or public, the actual management and operation of the services in accordance with Contractor policies and applicable law.

Section 3 - All services will be performed by employees or subcontractors of, but under the policies and supervision of, the Contractor, and all personnel engaged in the work will be fully qualified to perform such services.

Section 4 - All parties to the contract are aware that the Contractor intends to sub-contract the operation of this contract.

ARTICLE VII – INDEMNIFICATION AGREEMENT

To the extent permitted by law, the Contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract, resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor or any sub-contractor.

ARTICLE VIII – INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers Compensation insurance with Michigan statutory limits and Employers

Liability insurance with a minimum limit of \$100,000 each accident for any employee.

2. Comprehensive/Commercial General Liability Insurance with a combined single

limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as additional insured on general liability policy with respect to the services provided under this contract.

3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

4. Professional liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on professional

liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No performance of obligations or payments required of the County under this contract will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX – COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X – INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI – CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII – TERMINATION OF CONTRACT

Termination without cause. Either party may terminate the contract by giving sixty (60) days written notice to the other party.

ARTICLE XIV – ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other, except that the Contractor, without thereby being relieved of its duties and obligations under this contract, is permitted to delegate and subcontract the performance of operation of the services as indicated in and in accordance with Article VI, Sections 2-4.

ARTICLE XV – EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI – OWNERSHIP OF DOCUMENTS AND PUBLICATIONS

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVII – PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII – PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by Washtenaw County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX – CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI – EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO: WASHTENAW COUNTY

By: _____ By: _____

Peggy M. Haines Robert E. Guenzel
County Clerk/Register County Administrator

Date: _____ Date: _____

Approved as to Content:

WASHTENAW COUNTY CIRCUIT COURT WASHTENAW INTERMEDIATE
FAMILY DIVISION - JUVENILE CENTER SCHOOL DISTRICT

By: _____ By: _____

Denise Dalrymple
Children's Services

Its: _____

Date: _____ Date: _____

APPROVED AS TO FORM BY
OFFICE OF CORPORATION COUNSEL

By: _____

Date: _____

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