

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL
#6083

HUMAN SERVICES & CHILDREN'S
WELL BEING FUNDING

2004-2005

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

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Senior Buyer
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**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6083

June 18, 2003

Washtenaw County Purchasing Division on behalf of Washtenaw County Human Services Group is issuing a Sealed Request for Proposal (RFP) for Washtenaw County Human Services & Children's Well-Being Funding for Program Years 2004 and 2005.

Bidders Conference/Orientation: There will be an important bidders conference on **July 1, 2003, 10:00am – 12 :00 noon** at 555 Towner , Ypsilanti, MI in Room 107. The bidders' conference is the primary means of obtaining information and technical assistance during the RFP process and it is **strongly recommended** that a representative of your organization attend if you are considering an application for Human Services outside agency funding.

Sealed proposals: Vendor will deliver one (1) original and five (5) copies to the following address:
Washtenaw County
Administration Building
Purchasing Division
220 N. Main Street, Rm. B-35 (Basement)
P.O. Box 8645
Ann Arbor, MI 48107

by Monday, August 4, 2003 at 2:30 pm

This submission shall include the entire Request For Proposal document and any amendments if issued.

Available funds will be awarded on the basis of proposals received by the proposal due date as there are limited funds available. Agencies that submit late proposals assume the risk that funds will be awarded pursuant to the initial funding round, and therefore, may be excluded from consideration throughout the two-year funding cycle.

All agencies awarded contracts will be required to document and comply with performance objectives designed to measure the outcomes of their programs and services. Funded agencies will also receive on-site compliance monitoring.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP #6083".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter, Senior Buyer, at (734) 222-6760 or email at strietera@ewashtenaw.org .
- Please direct specific technical questions regarding the RFP to Julie Stafford at (734) 544-6857 or Paula Baker at (734) 973-4367.

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A COMPLETED BID WILL INCLUDE ALL ITEMS LISTED IN SECTION THREE

I. GENERAL INFORMATION

A. HUMAN SERVICES & CHILDREN'S WELL-BEING RFP SCHEDULE

The first level of review is conducted by the Human Services Review Committee to ensure that proposals submitted are complete and conform to RFP guidelines. Staff from the Human Services Departments will factor the proposal based on the basic review criteria. Proposals that pass this first level of review will then be submitted to the Human Services Collaborative Council for the purpose of ranking and making recommendations to the County Administrator. As part of the 2004/2005 Budget process the County Administrator recommends funding to the Board of Commissioners which then makes the final funding decisions. All bidders/applicants will be informed in writing of the outcome of their proposal submission.

DRAFT TIMELINE

June 4, 2003	Resolution to Ways and Means Committee Resolution adopted by the BOC approving process, RFP and tentative funding targets.
July 1, 2003	Bidder's Conference at 10:00am at 555 Towner, Room 107
August 4, 2003	RFPs due by 2:30 p.m. at the Purchasing Department
Aug. 5 – Oct. 1, 2003	Human Services Committee and Human Services Collaborative Council review to finalize recommendations to County Administrator.
Oct. 1- Dec. 31, 2003	Tentative date for final Board of Commissioner action. Contracts developed with funded agencies including milestones and targets.

SEALED PROPOSALS MUST BE RECEIVED BY: August 4, 2003 2:30 pm AT WASHTENAW COUNTY PURCHASING, 220 NORTH MAIN ROOM B-35 BASEMENT, ANN ARBOR, MI.

B. PURPOSE OF PROPOSAL

Washtenaw County Human Services Departments, on behalf of the Board of Commissioners, are currently making a Request For Proposal (RFP) to consider for 2004 and 2005 funding. This funding is targeted to for supplementary funding activities that address the County priorities for human services.

C. PROPOSAL TERMS

1. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors that Washtenaw County may consider. The County does not intend to award a bid fully on the basis of any response made to a proposal
2. The county reserves the right to reject any and all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interest of the County even though it is not the lowest bid.
3. An official authorized to bind the provider to its provisions for at least a period of 90 days must sign proposals. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award.
4. In the event it becomes necessary to revise any part of the RFP, an addendum will be provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions.
5. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor’s ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

D. DEFINITIONS

Washtenaw County Children’s Services Department is accepting bid applications for funding of Human Service programs and prevention programs for Children’s Well-being in Washtenaw County.

Definitions: **“County”** is Washtenaw County in Michigan.
 “Bidder” is an individual or business submitting a bid to Washtenaw County.

Eligible Bidders: Public & private schools, public and non-profit social service agencies, local units of government, non-profit child care centers, neighborhood associations, community organizations

E. TERMS AND CONDITIONS

1. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service, and other factors that Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
2. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
3. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
4. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFPs maybe adjusted to allow for revisions.
5. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
6. Proposals must be structured in the following framework: on typewritten (8 1/2" X 11") pages, double-spaced, 12 point or larger with 1" margins. **If proposals do not adhere to all specifications established, they may not be reviewed and may not be eligible for consideration for funding.**

F. CONTRACT PROVISIONS

If a contract is awarded, the selected vendor will be required to adhere to a set of general provisions, which will become a part of any formal agreement. These provisions are general principles that apply to all contractors of service to Washtenaw County. A sample of the service contract can be viewed in Attachment H.

G. TERM OF BID

Funding for 2004 and 2005 will be for up to two (2) years. The funding cycle reflects the County's two-year budget cycle. The total amount awarded is projected to be \$550,000 per year for Children's Well-Being and \$225,000 per year for Human Services.

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H. INVOICING

Invoices should be submitted in writing with supporting documentation along with Purchase Order Number located on the invoice. Invoices should be forwarded to the oversight department. Invoices will be paid within 30 days of receipt. A sample of the invoice can be viewed in Attachment I.

If a contract is awarded, the selected vendor will be required to adhere to a set of general provisions, which will become a part of any formal agreement. These provisions are general principles that apply to all contractors of service to Washtenaw County. A sample of the service contract can be viewed in Section 4.

II. PROGRAM SPECIFICATIONS

A. BACKGROUND

Human Services Funding

Since 1984, the Washtenaw County Board of Commissioners has set aside money for allocation, upon the recommendation of Human Services Directors, to non-County agencies for the purpose of assisting in the development of innovative and necessary human services. Each year, guidance is provided in terms of criteria and priorities for funding that may change based on current and emerging issues. Collaboration and coordination between organizations is always encouraged. Priority will be given to programs that address the two Board of Commissioners Communities of Interest for Health and Homelessness & Housing.

Children's Well-Being Funding

Since 1998, the Washtenaw County Board of Commissioners has allocated funds to support Children's Well-Being for County and non-County agencies. Programs using risk-focused prevention or youth development or another research-based approach as described below will be given priority. Programs that leverage or combine these funds with other new or existing funds will be given priority. Collaboration and coordination between organizations is always encouraged. Programs that address the Board of Commissioners Children's Well-being Community of Interest will be given priority. Criteria may change based upon current and emerging issues.

B. PRIORITIES FOR FUNDING

Washtenaw County Human Services Departments, on behalf of the Board of Commissioners, are currently making a Request For Proposal (RFP) to consider for 2004/2005 funding. Agencies may submit proposals in two categories Human Services and Children Well Being Outside Agency Funding. Agencies may submit multiple proposals in one or both categories. The categories applied for must be clearly identified in the application.

There are community plans that set goals & objectives that support these Community of Interest areas. These plans identify needs in the community. In the area of Health, the

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Washtenaw County Health Improvement Plan (HIP) is a broad-based community initiative addressing important health related issues and identifying strategies for effective intervention. In the area of Homelessness and Housing, the Continuum of Care and GAPS Analysis supports ongoing collaborative efforts aimed at impacting the homeless and housing issues in Washtenaw County. For Children's Well Being, the Family Services Collaborative Prevention Plan is one framework for ongoing efforts to address these critical issues. For both areas, there is an annual Substance Abuse Prevention Plan developed by the Washtenaw Community Health Organization. We encourage proposals that are consistent with the objectives of these community plans and initiatives and that help further their respective goals. Contact Julie Stafford at (734) 544-6857 if you need any of the above referenced materials.

For Human Services Funding:

Health Community of Interest: Washtenaw County will promote a physically, mentally and socially healthy population by assisting health services and the engagement of the local infrastructure. The County will place emphasis on providing access to quality physical, mental and community health services for the poor (including the working poor), the uninsured or underinsured, and those with special needs. Gaps and duplication of effort may be addressed through nontraditional sites and methods for health promotion, healthcare delivery and healthcare coverage.

Homelessness and Housing Community of Interest: Washtenaw County will promote a wide range of affordable housing opportunities to meet the housing needs of all residents of the County, with emphasis on people with mental illness and others who have few options for shelter. The County will assist with the infrastructure and services necessary to help the homeless make the transition to permanent affordable housing.

For Children's Well-being Funding:

Children's Well-Being Community of Interest: Washtenaw County will provide leadership in promoting and coordinating services for children's well-being, and greater and easier access to physical and mental health services. Special emphasis will be placed on poor, disabled, pre-school age and other at risk youth and their families. The County will support and help implement a community-wide plan to provide for the well-being of children, including a safe and secure family environment and alternative programming for youth at risk and youthful offenders.

C. PROPOSAL FORMAT AND GENERAL INSTRUCTIONS FOR COMPLETING RFP

Organizations should read all contents of the RFP before beginning to complete it. Answers should be typed in the space provided unless otherwise specified. All questions should be answered completely, honestly, and to the best of your organization's ability. All directions should be followed and all forms should be completed. Use the forms provided except as noted in the instructions.

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All requested documentation should be attached. Failure to answer questions, include attachments, complete forms, or submit the requested number of copies may delay consideration of your RFP and could result in rejection of the proposal. Proposals should be prepared simply and economically providing a straightforward, concise description/operational requirement of the program. **Do not** bind, place proposal in a hard cover or include any other presentations beyond that required by the RFP.

D. RFP Review Criteria

The proposals will be reviewed and evaluated on the following criteria:

1	Must contain all of the materials described in Section III. "Vendor Information"	5 points
2	Identifies the priority and need for service by specifying one or more of the community plan objectives to be impacted. (The Objective(s) specified must be consistent with the proposed Program model, outcomes, and activities.)	10 points
3	Clearly describes the population, geographic area, and persons served each year.	5 points
4	Uses a proven intervention model or program method, best practices and/or proven strategies.	15 points
5	Identifies realistic outcomes and measurable results for the customers programs and services proposed for funding.	15 points
6	Describes overall program activities that will directly advance the program outcomes. Quality/quantity of activities are consistent with funds requested.	15 points
7	Describes collaboration or cooperation with other related existing services systems. Includes referral processes where applicable.	10 points
8	Experience in related service provision and delivery. Why is this the best organization to provide this service?	5 points
9	Provides a complete and realistic budget showing a direct relationship to the programs and services proposed for funding.	10 points
10	Extent to which these funds leverage or combine with other funds.	10 points

III. APPLICATION

ATTACHMENT A: Application Checklist

The proposal shall include all of the following information. Failure to include all the information listed could result in disqualification.

Provide ONE original and FIVE copies of the following:

- Proposal Cover Sheet**
- Provider Application (3 pages) (requires signature)**
- Program Narrative (5 pages maximum)**
- Budget Form**
- Budget Narrative Summary**

Provide only ONE Copy of the following:

- Application Checklist**
- Copy of Current License(s) if applicable**
- Copy of Current Certificate(s) if applicable**
- Copy of Current Registrations(s) if applicable**
- Copy of the Organization's Last Fiscal Audit**

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WASHTENAW COUNTY
HUMAN SERVICES & CHILDREN'S WELL-BEING

ATTACHMENT B: Proposal Cover Sheet

For Washtenaw County Use Only Do Not Write in Shaded Area		
RFP5936 Human Services & Children's Well-Being	Date Issued:	Total Application Score:
Date and Time Received:	Date Closed:	

SUBMITTING AGENCY PLEASE FILL IN THE INFORMATION BELOW

Name of Applicant Agency:

Name of Proposed Program:

Fund Category Check one:

Human Services _____

Children Well Being _____

Contact Person for this RFP:

Telephone Number:

Alternative Contact Person:

Telephone Number:

Total Funding Requested: \$ _____

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HUMAN SERVICES & CHILDREN'S WELL-BEING

ATTACHMENT C: Provider Application- Page One

Name of Agency

Address

Telephone Number

Federal Tax I.D. Number

Check One:	_____	Partnership
	_____	Non Profit Corporation
	_____	Profit Corporation
	_____	Other, Specify: _____

_____ Signature of Authorized Signatory		_____ Title and Name of Applicant Agency	
_____ Name of Authorized Signatory (please print)		_____ Date	
<p>The above individual is authorized to sign on behalf of company submitting proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.</p>			
<p>BOARD OF DIRECTORS INFORMATION – Please list Board Members</p>			
<p>Attach an additional sheet if more space is needed.</p>			

PLEASE SEE THE CHECKLIST OF ATTACHMENTS FOR ADDITIONAL REQUIRED MATERIALS.

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ATTACHMENT C: Provider Application– Page Two

Is your agency accredited or licensed by an outside or state organization?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
If yes, list below. Include date of last review, <u>status of current accreditation or license</u> , and approximate date of next review.		

Indicate the agency’s experience over the past four years in reference to the following items:		
• Were grievances or complaints filed against the organization (not including discrimination)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
• Were lawsuits or judgments filed?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
• Were there investigations of fraud, abuse, conflict of interest, political activities, nepotism, or any criminal activities?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
• Was there a default or breach of contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
• Did this organization or a parent organization declare bankruptcy or go into receivership?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
• Were there any discrimination complaints or rulings against the agency?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
<p>If any one of the above items is checked, the following supplemental information must be provided:</p> <ul style="list-style-type: none"> -Date item checked was initiated -Party or parties involved with specific references to public funding -Brief description of the circumstances -Final disposition and date, if applicable -Brief description if action is still pending 		
<p>The supplemental information above must be included as an addendum, and may be submitted as a table, if desired. Failure to include the above information, to provide false information, or to omit relevant information may be grounds for not awarding a contract or canceling a contract if awarded.</p>		

ATTACHMENT C: Provider Application– Page Three

Attestation – Authorization to Disclose Information

I hereby certify on behalf of _____
(Name of Organization) that all information in this application and the copies of state license(s), certificates of insurance, and accreditation are true and accurate.

I fully understand that any significant misstatements in or omissions from this application will void this application and any subsequent agreement with Washtenaw County regarding this agency's participation in its provider network panel.

I also release from liability all individuals and organizations which provide information in good faith and without malice at the request of Washtenaw County concerning this application.

I understand that agency participation as a provider for Washtenaw County is dependent upon review of this application and completion of the applicable credentialing process.

Authorized Signatory

Name of Authorized Signatory

Title

Date

ATTACHMENT D: Program Narrative

Question #1: What are we "buying"?

Part 1. Components and Activities: Program Outcome Statement

This section clarifies what you will do and achieve—and for whom. It answers the first investor question. Include a description of program delivery here and identify the Board Priority and community goal/objective being addressed.

Part 2. Customer by ascribed characteristics (demographics) and conditions and behaviors

Describe the customers to be served

Part 3. Geographic Service Area

Describe the geographic boundaries, anchor institutions affecting this project, and any other similar or comparable efforts underway.

Part 4. Performance Targets and Verification

4. A. Define the Performance Target(s)

4.B. Commit to actual gains to be made by your customers as a result of your project or verify results (establishing that what you represent will happen does in fact take place. Keep it as simple as possible—verification typically focuses on milestone and performance target accomplishments.

Example:

For FY2004-05, 70 youth will complete the after school enrichment program and of the 70 youth 30 will demonstrate an increase of .1 grade level verified by performance reports at the end of the 9 week marking period and at year end.

Part 5. The Product

Describe the core features of the program i.e. the intensity/duration, essential elements, comparative advantages and your delivery strategy as it relates to the prevention model that you have chosen.

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Part 6. Milestones

List the logical product steps and customer behaviors that must be done to reach, engage, serve and help customers.

1.

2.

3.

Etc.

Example Milestones might look like this:

1. 75 parents receive information

2. 60 parents call to express interest

3. 60 children attend first day of program

4. 50 children meet with individual tutors to jointly establish plan, emphasizing improvement of .3 grade

Levels by semester end, and identify one behavior that requires attention.

5. 50 children attend twice weekly sessions and work toward established plan Goals,

6. 30 children demonstrated an increase of .1 grade level and make progress toward managing primary behavior problem at 9 week marking period.

Question #2: What Are The Chances You Will Hit Your Targets?

Part 7 Implementers

Describe who is primarily responsible for delivering the product and reaching the performance targets. Describe them by name (list desired traits if not yet hired) and by function, and list relevant substance abuse prevention experience and relevant certifications

Part 8. Partners

List partners and how they contribute to your program and evidence of how they lend support to your program.... e.g. volunteer help, church support, collaborative arrangements with other prevention oriented programs etc.

ATTACHMENT E: Glossary of Terms

Customer: Customers are people who directly interact with an organization's product and its implementers. This interaction is intended to result in a change in customer behavior or condition in line with organizational outcomes and mission. The outcome framework prefers the term customer rather than client because customers have a choice about participation whereas clients do not. Even those people who are required to participate in a program can choose not to, or can participate marginally so that no gain is made. Implementers need to think about how to appeal to the group they are working with as if that group is a customer.

Key People: Experience in result attainment offers one powerful lesson: the right people are just as important as the right program! A large part of the probability that an investment will lead to its intended return lies in the energy and capability of the people who do the work. Of special note are the people who actually meet and work with customers. These are the key people.

Milestone: A critical point that customers must reach to ensure that a project is on course to achieving its performance target.

Performance Target: Performance targets are the specific result that an implementer commits to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the implementer. It almost always represents a change in behavior or condition for the customer of a program. A target includes these elements:

- The area of change or condition
- Degree of change...how much, how long, etc.?
- Baseline...what happens if there is no intervention?
- A number...how many will change?

Product: A program or service with specific core features that is offered to a customer. In target setting, a product is described in terms of benefit or value to a customer. A set of core features is developed.

Program Outcome: The end-state that everyone is working toward. The establishment of a compelling outcome statement sets a vital tone for effective outcome thinking. It becomes the core of organizational leadership and a prelude to high performance. For example, "A community where the schools are drug-free and youth from 12-18 are alcohol and drug free."

Verification: Establishing that something represented to happen does in fact take place. Verification in the Outcome Framework replaces measuring. It is kept as simple as possible and looks more to answer the question yes or no than to measure small differences. Verification typically focuses on milestone and performance target accomplishments.

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ATTACHMENT F: Budget

AGENCY: _____

	2004 Annual Proposal Budget	2005 Annual Proposal Budget
REVENUE		
Total County \$ Requested	\$ _____	\$ _____
Other Revenue specify:	\$ _____	\$ _____
-	\$ _____	\$ _____
-	\$ _____	\$ _____
TOTAL Proposed Revenues	\$ _____	\$ _____
EXPENDITURES		
Salaries	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____
Consultant & Contractual	\$ _____	\$ _____
Occupancy & Related Costs	\$ _____	\$ _____
Supplies	\$ _____	\$ _____
Equipment	\$ _____	\$ _____
Audit/Accounting	\$ _____	\$ _____
Specific Assistance to Individuals	\$ _____	\$ _____
Other, list in budget narrative	\$ _____	\$ _____
Subtotal Program Expenses	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____
TOTAL Proposed Expenditures	\$ _____	\$ _____

Are these dollars used to directly leverage other funds?		_____ No	_____ Yes
If yes, detail source of funds and amounts for 2004 and/or 2005 where applicable.			
Have you applied to other agencies for funding for this program?		_____ No	_____ Yes
If yes, detail source of funds and amounts for 2004 and/or 2005 where applicable.			
What is your Organization's current TOTAL budget?	\$ _____		

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ATTACHMENT G: BUDGET NARRATIVE SUMMARY

Agency Name: _____ Date: _____

1. Does your organization's Board of Director's officially adopt a detailed budget of revenues and expenses each year? _____YES _____NO
If no, please explain:

2. Are variances from budgeted expenses analyzed and approved by your Board on a systematic basis? _____YES _____NO
If no, please explain:

3. Please submit the name and address of your certified public accounting firm:

4. Does your certified public accounting firm conduct an annual audit of your agency?
_____YES _____NO
If no, please explain:

5. Describe, as briefly as possible, how your organization exercises internal control in its accounting system.

6. If indirect costs are more than 10% of the "Total Expenditures," please explain.

7. Please describe each of the line items with brief narrative details on a separate page.

Examples of Budget Detail

SALARIES		
One FTE (full time equivalent) Counselor		\$25,000 per year
.50 FTE Counselor		\$12,500 per year
	Salaries TOTAL	\$37,500 per year
SUPPLIES		
Office Supplies (paper, pens, folders, etc.) @ \$50 per month		\$600
Program Supplies (Participant Packets) @\$25 per month		\$300
	Supplies TOTAL	\$900

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**ATTACHMENT H: SAMPLE OF SERVICE CONTRACT
PROFESSIONAL SERVICE CONTRACT**

AGREEMENT is made this _____ day of _____, 2002, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and (**Name of Consultant**) located at (**Address**) ("Consultant").

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

ARTICLE I - SCOPE OF SERVICES

The Consultant will (**SPELL OUT SCOPE OF SERVICE**)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed (**SPELL OUT DOLLAR AMOUNT**).

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to (**DEPARTMENT HEAD TITLE**) 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 Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

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

ARTICLE IV - TERM

This contract begins on (**MONTH, DAY, YEAR**) and ends on (**MONTH, DAY, YEAR**).

ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Consultant will not hire any County employee for any of the required services without the County's written approval.

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Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant 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 Consultant'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 Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant 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 nonowned 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 a 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. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant 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 payments will be made to the Consultant 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 Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant 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.

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ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant will 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 IX- INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant 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 X- CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, 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 Consultant, 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 Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant 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 Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant 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 Consultant, 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.

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ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.09 per hour with benefits or \$10.66 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2003 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Consultant, their successors and assigns. Neither the County nor the Consultant will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XV - EQUAL ACCESS

The Consultant shall provide the services set forth in paragraph 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 PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant 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 the Consultant 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 Consultant 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 the County and the Consultant, will be incorporated into this contract by written amendments signed by both parties.

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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: _____
Peggy M. Haines (DATE)
County Clerk/Register

By: _____ (DATE)
Robert E. Guenzel
County Administrator

APPROVED AS TO CONTENT:

CONSULTANT

By: _____
(Department Head) (DATE)

BY: _____
(Name of Consultant) (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

ATTACHMENT I: Sample of Invoice

Program Approval _____ Date ____/____/____
Fiscal Processing _____ Date ____/____/____
Admin. Processing _____ Date ____/____/____

Name of Organization

_____/____/____
Date of Invoice

We are requesting payment in the amount of \$ _____ On Purchase Order# _____

The above requested payment is for services provided for the period _____ through _____

The services provided for the period specified above were as follows (please be certain to identify measurable achievements consistent with those as specified in your contract. If numerical outcomes do not apply, please provide adequate narrative)

Results Achieved For The Specified Period _____

How Are The Results Described Consistent With Results Expected as per Contractual Scope of Services?

If Results Described Were NOT Consistent With Results Expected as per Contractual Scope of Services, please specify reason(s) and proposed corrective action(s).

Please send invoice to attention of: _____

555 Towner, PO Box 915

Ypsilanti, MI 48197-0915

Authorized

Note: Attach additional pages if needed.

Title

Date