

BIDDER'S COMPANY NAME

REQUEST FOR PROPOSAL

#6127

COBO Funded

Substance Abuse Prevention Programs

October 1, 2004 through September 30, 2005

Prepared By:

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

Anne Strieter
Senior Buyer
(734) 222-6760





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 # 6127

March 22, 2004

Washtenaw County Purchasing Division on behalf of Washtenaw Community Health Organization (WCHO)'s Livingston/Washtenaw Substance Abuse Coordinating Agency is requesting proposals from potential bidders for Substance Abuse Prevention Programs.

Sealed Proposals: Vendor will deliver one (1) original with an original signature and four (4) copies, which are clearly marked as such to the following address:

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

by 2:00 p.m. on Wednesday, April 28, 2004.

There will be a **mandatory bidders conference** at **1:00 pm** on **March 29, 2004** at the Human Services Building, 555 Towner, Room 107, Ypsilanti, MI. All potential bidders are required to attend, as no questions raised and discussed at the bidders conference will be entertained subsequently.

Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- The envelope must be clearly marked "SEALED RFP #6127".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6760.
- Please direct technical questions regarding this RFP to Mona McLain (734) 544-2919.

Thank you for your interest.

TIMELINE FOR RFP # 6127

Bid to Substance Abuse Advisory Council for review	2-23-2004
Bid to WCHO Board of Directors for review	03-16-2004
Letter notifying potential contractors of bid	03-19-2004
Bid sent to printing	03-20-2004
Bid advertised in local newspapers	03-21-2004
Bid available to bidders at Purchasing Department	03-24-2004
Bidders Conference and Technical Assistance (mandatory)	03-29-2004 (1:00 pm)
Bid submission deadline	04-28-2004 (2:00 pm)
Bid opening	04-28-2004 (2:00 pm)
Bidder site reviews/interviews begin	04-29-2004
Award recommendations approved by WCHO Board of Directors	07-20-2004
Award notices	07-22-2004
Contracts prepared by	8-2004

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Introduction

On behalf of the Livingston Washtenaw Substance Abuse Coordinating Advisory Council and the Substance Abuse Coordinating Agency, the Washtenaw Community Health Organization (WCHO) is requesting proposals from potential bidders for substance abuse prevention programs to be provided in Livingston and Washtenaw counties. Staff and Advisory Council members have participated in the process, bringing together multiple perspectives on need. In preparation for this RFP the following sources of data were reviewed:

- Feedback from 2003 Public Hearings
- Surveys of providers and key community contacts re: unmet needs and unaddressed risk factors
- Review of strategic plans documents prepared by the Substance Abuse Coordinating Agency and the Washtenaw Community Health Organization
- Review of Washtenaw County's Health Improvement Plan Progress Report and Livingston County's Data Book
- Review of the Youth Risk Task Force focus groups in Livingston County
- Review of (regional) Michigan Substance Abuse Risk and Protective Factors Survey 2000-2001
- Published research including internet resources on substance abuse prevention

Because the WCHO is interested in ensuring that our investment will provide the maximum benefit to communities of Washtenaw and Livingston counties, our overarching words of direction and encouragement are:

- Use evidence-based interventions for which research has demonstrated effectiveness (for examples see <http://modelprograms.samhsa.gov/>)
- Include a combination of preventive approaches (see Prevention Strategies – pg 6) Either an environmental or community –based strategy must be a part of all proposals.
- Collaborate to deliver the programs through demonstrable partnerships with other prevention providers and/or community based organizations such as schools, health care providers, churches, coalitions and human service agencies, as appropriate to the goals of the prevention intervention.
- Demonstrate ability to achieve and report results based on the stated performance targets.(see Criteria for judging bids – pg. 8)

2. The WCHO will appropriate COBO funds as follows:

- \$267,459 Livingston County
- \$429,153 Washtenaw County
- **\$25,000 Minimum proposal**

Program Assumptions

1. Proposals must focus on Primary Prevention Programs defined by SAPT federal block grant regulations CFR 96.121, as “those directed at individuals who have not been determined to require treatment for substance abuse.” Prevention consists of a wide range of activities and initiatives delivered in a multitude of settings, using various strategies and diverse channels of influence. Prevention's intent is to either reduce or remove the likelihood of engaging in risk behavior(s) including but not limited to alcohol, tobacco and other drug use and abuse. Individuals, groups or communities may be the target audience for prevention programs.

Research based prevention consists of programs, strategies and activities that are based on a credible body of research demonstrating positive results, designed to prevent the use/abuse of alcohol, tobacco and other drugs. To achieve similar outcomes to research-based programs requires maximum program fidelity, implementing the program consistent with prescribed protocols (see glossary).

SAMSHA Model Programs are preferred, and will be given higher consideration, although applicant can present other sources of research-based evidence of effectiveness. See SAMHSA website (www.samhsa.gov/center/csap/modelprograms)

2. **We continue to use the outcome based funding framework developed by the Rensselaerville Institute. Investment targets for COBO prevention funds should focus on one or more of the following outcomes:**
 - A. **Decrease use, access and/or delay the onset of alcohol, tobacco and other drug (ATOD) use by youth/teens in the context of family and community or alternatively address the consequences of use.**
 - B. **Decrease the number of pregnant teens and women who are using alcohol, tobacco or other drugs (ATOD) and decrease the number of affected babies.**
 - C. **Reduce the negative consequences associated with alcohol, tobacco and other drugs (ATOD) specifically for the identified high-risk populations identified below.**
3. Services should focus on the following high-risk groups identified in Livingston and Washtenaw counties:
 - Teens and their families
 - Children of Substance Abusers
 - Pregnant females at risk for alcohol, tobacco and other drugs and ATOD affected babies
 - People with trauma related symptoms/experiences
 - Persons at risk of Homelessness
 - Other special populations for which you can demonstrate high risk factors
4. Prevention services must be delivered through one of the six prevention strategies listed below. Addressing multiple strategies will enhance the effectiveness of prevention, but at minimum the proposal must address either a community based or an environmental strategy. Proposals must also reflect the projected time to be spent in any/all of the following strategies. Strategies (defined in the Glossary of Terms) are:
 - Community Based
 - Environmental
 - Education
 - Alternatives
 - Information Dissemination
 - Problem Identification and Referral
5. Risk and protective factors should be addressed, along with interventions that will decrease risk factors and increase protective factors to meet proposed goals.

6. There are degrees of collaboration ranging on a continuum from little contact with other providers, to fully integrated projects, with communication, coordination and collaboration falling in between. Proposals that demonstrate more collaboration will be given higher consideration (see Glossary for definition of “collaboration”).

Issuing Office

The Washtenaw Community Health Organization issues this Request for Proposals. The WCHO is utilizing the services of the Washtenaw County Purchasing Department to assist in the issuing of this RFP. All questions regarding procedures with bidding should be directed to the Washtenaw County Purchasing Department and all questions regarding the services detailed in the RFP should be directed to the Washtenaw Community Health Organization.

Mandatory Bidders Conference

A mandatory bidders conference will be held on March 29, 2004 at 1:00 pm at the Human Services Building, 555 Towner, Room 107, Ypsilanti, MI. All potential bidders are required to attend.

The bidders conference is an opportunity to ensure that all prospective bidders have the same understanding of the requirements for successfully submitting a bid. The WCHO is requiring attendance to avoid any possible misunderstanding that compromise the procurement process. It is expected that the dialogue between the WCHO and prospective bidders will facilitate a better understanding of the specific requirements for awarding a contract. Therefore, bids will only be accepted from entities attending the bidders conference.

Investment Outcome Model

The Washtenaw Community Health Organization continues to support the concept of outcome funding, where the WCHO is the investor of services versus simply funding services. Applicants that are unfamiliar with the Investment Outcome Model may refer to the glossary for definitions or to The Rensselaerville Institute’s web page (www.Rinstitute.org). In responding to the questions in this RFP, please demonstrate your awareness of this model. **When preparing the application, keep in mind that any outcome proposed in this model should include the following elements that are defined in the glossary: Customer, Fidelity, Implementer/Key People, Milestone, Performance Target, Program Outcome and Verification.**

Proposal Due Date

An original proposal with signature and four copies in a sealed envelope must be submitted to the Washtenaw County Purchasing Department by **April 28, 2004 at 2:00 pm.**

Late proposals and proposals that are not in compliance with RFP guidelines will not be considered.

Criteria for Judging Bids

The Washtenaw Community Health Organization reserves the right to reject all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept any bid determined through the review process to represent the best interest of Washtenaw Community Health Organization and its customers. Bids will be scored based on pre-established criteria, as listed below.

- All bids should be typed and double-spaced.
- DO NOT BIND OR PLACE THE PROPOSAL IN A HARD COVER.
- Bids must be submitted in the format provided.
- Specifications for attachments and the order of those attachments are noted in the application.
- All required components of the application must be included within the page limitations (not in the Appendices) – 10 page limit, double spaced.
- **Late proposals and proposals that are not in compliance with RFP guidelines will not be considered.**

If a current provider is not in compliance of contractual agreement at the time of RFP submission, their RFP will not be considered. Proposals that do not meet a minimum of 5 points in the financial section will not be read.

The Washtenaw Community Health Organization will retain responsibility for balancing the proposals/outcomes to meet the community of needs in both Livingston and Washtenaw counties. A committee of WCHO staff, designees, and/or Board members, using the following criteria, will evaluate all bids:

Total Application= 100 points

History of the Bidder: 20 total points

For currently funded agencies, the Site Visit Monitoring tool score will be used for the scoring in this section. For agencies not currently funded, a site visit will be scheduled as part of the scoring process.

General Application: 30 total points

No points	Basic Requirements including prevention license (bid not accepted if incomplete)
5 points	Human Resources/Training/Organizational Chart w/attachments
10 points	Finance (proposals must meet at least 5 points to be read)
15 points	Collaboration

Program Specific Application: 25 total points

5 points	Prevention Strategy(s) chosen, and rationale
20 points	Model Program, or other suitable researched based program with specific reference to how it meets community need and the “program assumptions”.

Interview: 25 points

Each provider that is not eliminated after the written application is scored will be interviewed. The interview team will consist of representatives from the Substance Abuse Advisory Council, WCHO Board, staff, and community representatives.

Reporting

The Washtenaw Community Health Organization, in coordination with the local Boards that issue the contract, will stipulate reporting requirements. Bidder must be able to meet reporting requirements as required by the WCHO and local boards. Exact ongoing requirements will be outlined and made part of the contract. (See sample contract).

Directions For Application Submission

Your application package must be in the following order:

1. General Application
2. All Attachments

Instructions for Attachments:

Check off each box below, confirming that you have included the attachment. Please make sure your attachments are clearly labeled, separated by cover sheets and in the following order:

Attachments:

- PROGRAM BUDGET SUMMARY
- PROGRAM BUDGET/COST DETAIL
- A COPY OF CURRENT PREVENTION LICENSE AND CERTIFICATION OF ACCREDITATION (if applicable).
- A COPY OF THE LAST SIX MONTHS BOARD MEETING MINUTES
- A LIST OF BOARD MEMBERS AND ADDRESSES
- A COPY OF THE BOARD'S LAST FISCAL AUDIT
- A COPY OF CURRENT CERTIFICATE OF LIABILITY COVERAGE
- LETTERS OF SUPPORT

General Application

**FOR WASHTENAW COMMUNITY HEALTH ORGANIZATION USE ONLY
DO NOT WRITE IN SHADED AREA**

RFP # 6127

SUBSTANCE ABUSE PREVENTION SERVICES

**Date
Issued:**

**Date
Closed:**

**General
Application
Score:**

Agency Name: _____

Program Name : _____

Investment Targets(check all that apply):

- A.
- B.
- C.

(See page 6 Item 2)

Population to be Served _____

Federal Tax ID Number _____

License Number: _____

Billing Street Address

City

State

Zip

Billing Phone Number: _____

Director

Emergency Contact Number

Email Address: _____

Authorized Signature: _____

Application (Directions to complete the Provider Application, limit 10 pages, double spaced – YOU MUST INCLUDE ALL APPLICATION SECTIONS WITHIN THE 10 PAGE LIMIT)

Part I. Program Outcome Statement

This is the end result that you are working toward. The establishment of a compelling outcome statement sets a vital tone for effective outcome thinking.

Part II. Customer

Describe the customers to be served, the geographic service area in which programs will be delivered, and the risk and protective factors that will be addressed in the program targets.

Part III. Components and Activities: The Product

Clarify what you will do and achieve and for whom.

A. Name and describe your research based program. Clearly reference sound, evidence-based model programs that have been shown through research to be effective at preventing and/or delaying substance abuse

(www.samhsa.gov/center/csap/modelprograms; www.unr.edu/westcapt)

B. Describe the core features of the program, i.e. duration of program (# of weeks); intensity (# of sessions); the number of customers that will be served; risk and protective factors that are addressed in the program. Describe the fidelity with which the program will be delivered.

C. Describe the prevention strategy or strategies to be implemented and project the staff time to be spent on each strategy. *Example:* Residential Student Assistance Program (RSAP).

Part IV. Performance Targets and Verification

A. Define the performance target(s)

Clearly specify change(s) to your customers as a result of participating in this program (knowledge, attitudes, skills and behaviors). Higher consideration will be given to programs with performance targets that specify changes greater than knowledge.

General Performance Target/Milestone Example:

For FY 2003-04, 70 youth will complete the after-school enrichment program. Of these 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

Commit to actual gains that your customers will make as a result of the project and how you will verify these results. Verification typically focuses on milestone and performance target accomplishments and uses methods such as participant surveys, attendance records, behavioral checklists, etc.

Community-based Strategy Performance Target/Milestone Example:

For the FY 2004-05, the “Community based Coalition” will develop membership through hiring of a coordinator. Of the 30 community organizations/individuals contacted by the coordinator, 15 will form a Substance Abuse Prevention Coalition which will sponsor 2 substance abuse prevention activities. This will be verified by regular meeting attendance

and participation in coalition sponsored activities (verification by attendance and activity logs, meeting minutes).

Milestones:

- a. 30 community members/organizations are contacted to become a coalition member.
- b. 20 community members will express interest in joining and will learn about the coalition.
- c. 15 members will commit to forming the Substance Abuse Prevention Coalition (8 community representatives and 7 members from substance abuse prevention agencies).
- d. 15 members will form the Substance Abuse Prevention Coalition which will sponsor 2 substance abuse prevention activities.

Environmental Strategy Performance Target/Milestone Example

For the FY 2004-05, of the 20 businesses/organization/agencies contacted through the “Environmental Intervention Program”, 10 will agree to revise and/or adopt 2 new policies regarding substance abuse prevention. This will be verified by shared copies of revised and/or adopted policies.

Milestones:

1. 20 businesses, organizations, or agencies are contacted.
2. 15 businesses, organizations, or agencies will learn about the “Environmental Intervention Program” regarding substance abuse prevention policies
3. 10 businesses, organizations, or agencies will meet with the “Environmental Intervention Program” staff and 10 will agree to revise and/or adopt 2 new policies regarding substance abuse prevention

B. Milestones and Completion Dates

List the logical product steps and customer behaviors that must be done to reach, engage, serve and help customers. Please specify timeframes or completion dates where applicable.

Example milestones for a proposed project:

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

See example milestone above for Community-based and Environmental strategy performance targets.

Part V. Implementers / Key People

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 VI. Previous Outcomes / History

Describe, if any, history of implementation and direct customer gains because of your efforts.

Part VII. Collaborators/ Partners

List collaborative partners, joint programming ventures, or other working agreements with other licensed substance abuse prevention agencies, and describe how they contribute to the success of your program. Letters of support from collaborating agencies are required.

Glossary of Terms

Collaboration

Collaboration is defined as a process to reach goals that cannot be achieved acting singly. Collaboration includes all the following elements:

- Jointly developing and agreeing to set of common goals and directions;
- Sharing responsibility for obtaining those goals and
- Working together to achieve those goals, using the expertise of each collaborator (Michigan Department of Mental Health paper on collaboration.)

Collaboration means more than either communication or coordination. Communication can help people do their jobs better by providing more complete information, but it does not require any joint activity, but allows individuals to maintain their own sets of goals, expectations and responsibilities. In contrast, collaboration requires the creation of joint goals to guide the collaborators' actions. (Bruner)

Fidelity

The extent to which the delivery of a prevention program conforms to the curriculum, protocol, or guidelines for implementing that program.

A program delivered exactly as intended by its originator has high fidelity. A program delivered quite differently than intended by its originator has low fidelity. Because programs delivered with high fidelity are more likely than those with low fidelity to achieve their original intended results – results that identify them as effective – fidelity is important for prevention practice.

Prevention Strategies (6):

Community-Based Process

Community-based process strategies aim to enhance the ability of the community to more effectively provide substance abuse prevention and treatment. Services in this strategy include organizing, planning, and enhancing the efficiency and effectiveness of services implementation, interagency collaboration, coalition building, and networking. *Types of services conducted and methods used for implementing this strategy include the following: Accessing services and funding, assessing community needs, community/volunteer services, community teams, community team activities, training services, and technical assistance.*

Environmental

The environmental strategy establishes or changes written and unwritten community standards, codes and attitudes, thereby influencing the incidence and prevalence of the abuse of alcohol, tobacco, and other drugs by the general population. This strategy is divided into two subcategories to permit distinction between activities that center on legal and regulatory initiatives and those that relate to service-and action-oriented initiatives. *Types of services conducted and methods used for implementing this strategy include the following: Environmental consultation to communities; preventing underage sale of tobacco and tobacco products-Synar amendment; preventing underage alcoholic beverage sales; establishing ATOD-free policies; changing environmental codes, ordinances, regulations, and legislation; and public policy efforts.*

Information Dissemination

Information dissemination provides awareness and knowledge of the nature and extent of substance abuse and addiction and its effects on individuals, families and communities. The strategy is also intended to increase knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two. *Types of services conducted and methods used for implementing this strategy include the following: Clearinghouse/information resource centers, health fairs, health promotion, materials development, materials dissemination, media campaigns, speaking engagements, and telephone information services.*

Education

Substance abuse prevention education involves two-way communication and is distinguished from the information dissemination strategy by the fact that interacting between the educator and/or facilitator and the participants is the basis of its components. Services under this strategy aim to improve critical life and social skills, including decision-making, refusal skills, critical analysis, and systematic judgment abilities. *Types of services conducted and methods used for implementing this strategy include the following: Children of substance abusers groups, classroom educational services, educational services for youth groups, parenting/family management service, peer leader/helper programs, and small group session.*

Alternatives

Alternatives provide for the participation of target populations in activities that exclude substance abuse. The assumption is that constructive and healthy activities offset the attraction to or otherwise meet the needs usually filled by alcohol, tobacco, and other drugs and would therefore minimize or remove the need to use these substances. *Types of services conducted and methods used for implementing this strategy include the following: alcohol, tobacco and other drug-free social/recreational events, community drop-in centers, community drop-in center activities, community services, and youth/adult leadership functions.*

Problem Identification and Referral

Problem identification and referral aims to classify those who have indulged in illegal or age-inappropriate use of tobacco and those who have indulged in the first use of illicit drugs and to assess whether their behavior can be reversed through education. It should be noted, however, that this strategy does not include any function designed to determine whether a person is in need of treatment. *Types of services conducted and methods used for implementing this strategy include the following: employee assistance programs, student assistance programs, and DUI, DWI and MIP programs.*

Terms on the Application (from Rensselaerville Framework):

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."

Requirements for Grantees

In the event that the proposal submitted for the RFP is funded, all applicants must be able to comply with the following requirements:

1. Workers' Compensation Insurance with the Michigan statutory limits and Employer's Liability Insurance with a minimum of \$1,000,000 each accident.
2. Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily and property damage. The policy shall include contractual liability and personal injury coverage. **Washtenaw Community Health Organization must be named as 'Additional Insured'.**
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 a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability Insurance coverage with a minimum of \$1,000,000 each occurrence. **Washtenaw Community Health Organization must be named as "Additional Insured".**
5. Staff Fidelity Bonding.
6. Subcontracting: The Applicant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Applicant, 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 Applicant, any fee, commission, percentage, brokerage fee, gifts or any other considerations contingent upon or resulting from the award or making of a contract.
7. Non-Discrimination: The Applicant does not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.
8. Conflict of Interest: The Applicant promises that it has no interest and will not acquire any interest, which would conflict with the performance of services required by this contract.

9. Records and Accounts: The Applicant agrees to maintain records and accounts including property, personnel, and financial records, as are deemed necessary by the Coordinating Agency to assure a proper accounting for all project funds. Such records shall be retained for three (3) years after the expiration of this agreement unless permission to destroy them is granted by the Coordinating Agency.
10. Performance Reports: The Applicant agrees to complete a performance report, provided by the Coordinating Agency, which will delineate the activities conducted in accordance with the market population and targets/milestones. The report will describe the extent to which the projected outcomes of the project were met.
11. Audits: The Applicant agrees to at least one compliance audit during the course of the contract year.

**MICHIGAN DEPARTMENT OF COMMUNITY HEALTH
PROGRAM BUDGET SUMMARY**

DCH-0385 3/01
Replaces FIN-110

Page ___ of ___

PROGRAM	CODE	BUDGET PERIOD to	DATE PREPARED
CONTRACTOR		BUDGET FOR ORIGINAL AGREEMENT OR AMENDMENT #	
ADDRESS	CITY	STATE	ZIP CODE
			PAYEE IDENTIFICATION

	EXPENDITURE CATEGORY				TOTAL BUDGET
1.	Salaries and Wages				
2.	Fringe Benefits				
3.	Travel				
4.	Supplies and Materials				
5.	Contractual (Subcontracts)				
6.	Equipment				
7.	Other Expenses				
8.	TOTAL DIRECT EXPENDITURES				
9.	Other Cost Distributions				
10.	TOTAL EXPENDITURES				

SOURCE OF FUNDS

11.	Fees and Collections				
12.	State Agreement				
13.	Local				
14.	Federal				
15.	Other				
16.	TOTAL FUNDING				

COMPLETION IS A CONDITION OF FUNDING

PROGRAM BUDGET SUMMARY FORM PREPARATION

The Budget Summary is utilized to provide a standard format for the presentation of the financial requirements for each applicable program. Detail information supporting the Program Budget Summary is contained in the Program Budget-Cost Detail Schedule. General instructions are as follows:

- a. **Page __ of __.** Enter the page number of this and the total number of pages comprising the complete budget package.
- b. **Program** – Enter the title of the program
- c. **Code** – not applicable
- d. **Budget Period** – Enter the inclusive dates of the budget period.
- e. **Date Prepared** – Enter the date prepared.
- f. **Contractor** – Enter the name of your agency.
- g. **Original or amended** – Check whether this is an original budget or an amended budget. The budget submitted with the contract at the time it was signed is considered the original budget although it may have been revised in the negotiation process. If the budget pertains to an amendment, enter the number of the amendment to which the budget is to be attached.
- h. **Address** – Enter the complete address of the Agency.
- i. **Employer Identification Number** – Enter Federal Identification Number/
- j. **Category Column**

Expenditures

1. **Salaries and Wages** – This category includes the compensation paid to all permanent and part-time employees on the payroll of the contractor and assigned directly to the program. This does **not** include contractual service, professional fees or personnel hired on a private contract basis. Subcontractor services are recorded in the Contractual expenditure category line 5 and Vendor services are recorded in the Other Expenses expenditure category Line 7.

The salaries and wages line must be supported on the Program Budget-Cost Detail which lists each type of position description, number of positions assigned to the program and the budget amount. This applies only to those positions within the contractor, not to personnel of subcontractors.

2. **Fringe Benefits** – This category is to include the employer's contributions for insurance, retirement, FICA, and other similar benefits for all permanent and part-time employees assigned to the program. **Specific fringe benefits provided must be checked on the Cost Detail Schedule.**

3. **Travel** – Use only for travel costs of permanent and part-time employees assigned to the program. This includes cost for mileage, per diem, lodging, registration fees and approved seminars or conference and other approved travel costs incurred by the employees for the conduct of the program. Travel of consultants is reported under Other Expenses – Consultant Services Line 7. Specific detail on the DCH-0386 form should be provided if this expenditure category total exceeds 10% of total expenditures, Line 11.
- a. **Supplies and Materials** – Use for all consumable and short-term items and equipment items costing less than five thousand dollars (\$5,000). This includes office, printing, janitorial, postage, educational supplies, medical supplies, contraceptives and vaccines, tape and gauze, education films, etc., according to the requirements of each applicable program. Specific detail on the DCH-0386 form should be provided if this expenditure category total exceeds 10% of total expenditures, Line 11.
 - b. **Contractual (Subcontracts)** – Use for written contracts or agreement with subrecipient organizations such as affiliates, cooperating institutions or delegate contractors when compliance with state and federal grant requirements is delegated to the subrecipient contractor. Vendor payments such as auditing and accounting services, janitorial services, stipends and allowances for trainees, consulting fees, etc. are to be identified in the Other Expenses category Line 7.
 - c. **Equipment** – This category includes stationary and movable equipment to be used in carrying out the objectives of the program. The cost of a single unit or piece of equipment includes the necessary accessories, installation costs and any taxes. **Equipment items costing less than five thousand dollars (\$5,000) each are to be included in the Supplies and Materials category.**

All equipment items summarized on this line must be detailed on the Program Budget-Cost detail Schedule (DCH 0386). The schedule must include item description, quantity and budgeted amount. Equipment is defined to be an article of non-expendable tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.

- d. **Other Expenses** – This category includes other allowable cost incurred for the benefit of the program. The most significant items should be specifically listed on the Cost Detail Schedule. Other minor items may be identified by general type of cost and summarized as a single line on the Cost Detail Schedule to arrive at a total Other Expenses category. Some of the more significant groups or subcategories of costs are described as follows and should be individually identified in the space provided on and under Line 7. **If all other expenses can not be identified in the space provided under Line 7. Specific detail on the DCH-0386 should be provided if this expenditure category total exceeds 10% of total expenditures, Line 11.**
 - i. **Consultant Services** – There are costs for consultation services related to the planning and operations of the program, or for some special aspect of the project. Travel and other costs of these consultants are also to be included in this category.
 - ii. **Space Cost** – Costs of building space, rental of equipment instruments, etc., necessary for the operation of the program. If space is publicly owned, the

- cost may not exceed the rental of comparable space privately owned facilities in the general locality.
- iii. Communication Costs – Cost of telephone, telegraph, data lines, etc., when related directly to the operation of the program.
 - iv. Other – All other items purchased exclusively for the operation of the program and not previously included.
- e. Total Direct Expenditures - Enter the sum of the direct expenditures lines 1 – 7.
 - f. Indirect Costs – Not allowable.
 - g. Other Cost Distributions – Not allowable.
 - h. Total Expenditures – Enter the total expenditures budgeted for the program. This is the sum of lines 8, 9, and 10.

Source of Funds

- 12. Fees and Collections - Enter the total fees and collections estimated. The total fees and collections represent funds, which the program earns through its operation and retains for operation purposes. This would include fees for services, and other collections.
 - 13. State Agreement – Enter the amount of State funding allocated for support of this program. State percentages are not required.
 - 14. Local – Enter the amount of local contractor funds utilized for support of this program. Local percentages are not required. In-kind and donated services from other agencies/sources should not be included on this line. If in-kind and donated services are allowed by Department, record the total amount of these services in the Other Funding category, Line 16. COBO grants report funds here.
 - 15. Federal – Enter the amount of any federal grants received directly by the Contractor in support of this program and identify the title of grant received.
 - 16. Other – Enter and identify the amount of any other funding received. Other funding could consist of foundation grants, United Way grants, private donations, fund-raising, charitable contributions, etc. **In-kind and donated services should not be included unless specifically requested by the Department.**
 - 17. Total Funding – The total funding amount is entered on line 17. This is determined by adding lines 12 through 16 and must equal line 11 – Total Expenditures.
- K. Total Budget Column – The Program Budget Summary is designed for use in presenting a budget for a specific program agreement funded in part by or through the Department or some other non-local funding source. Total Budget column represents the program budget amount. **The “Total Budget” column must be completed while the remaining columns are not required unless additional detail is required by the Department.**

**MICHIGAN DEPARTMENT OF COMMUNITY HEALTH
PROGRAM BUDGET - COST DETAIL**

DCH 03863/01
REPLACES FIN-116

Page of

PROGRAM	CODE	BUDGET PERIOD T0	DATE PREPARED
LOCAL AGENCY	ORIGINAL BUDGET _____	AMENDED BUDGET _____	AMENDMENT NUMBER _____
1. SALARY & WAGES - POSITION DESCRIPTION	POSITIONS REQUIRED	TOTAL SALARY	COMMENTS
L TOTAL SALARIES AND WAGES			
2. FRINGE BENEFITS:			
(Specify)	FICA _____	LIFE INS. _____	DENTAL INS. _____
	UNEMPLOY INS. _____	VISION INS. _____	WORK COMP. _____
	RETIREMENT _____	HEARING INS. _____	COMPOSITE RATE: _____
	HOSP. INS. _____	OTHER: _____	TOTAL FRINGE BENEFITS
3. TRAVEL (Specify if any items exceed 10% of Total Expenditures)			
			TOTAL TRAVEL
4. SUPPLIES AND MATERIALS (Specify if any item exceeds 10% of Total Expenditures)			
			TOTAL SUPPLIES AND MATERIALS
5. CONTRACTUAL (Subcontracts)			
			TOTAL CONTRACTUAL
6. EQUIPMENT (Specify):			
			TOTAL EQUIPMENT
7. OTHER EXPENSES (Specify if any item exceeds 10% of Total Expenditures)			
			TOTAL OTHER EXPENSES
8. TOTAL DIRECT EXPENDITURES (Sum of Totals of lines 1-7)			
9. INDIRECT COST CALCULATION			
Rate #1: Base	x RATE	TOTAL INDIRECT COSTS: RATE #1	
Rate #2: Base	x RATE	TOTAL INDIRECT COSTS: RATE #2	
10. OTHER COST DISTRIBUTIONS (LOCAL HEALTH DEPARTMENTS ONLY)			
			TOTAL OTHER COST DISTRIBUTIONS

COMPLETION IS A CONDITION OF FUNDING (AUTH. P.A. 368 OF 1978)

PROGRAM BUDGET-COST DETAIL SCHEDULE FORM PREPARATION

Use the Program Budget-Cost Detail Schedule (DCH-0386) supplied by the Michigan Department of Community Health through the CA. An example of this form is attached (see Attachment) for reference.

- A. Page ___ of ___ - Enter the page number of this page and the total number of pages comprising the complete budget package.
- B. Program – Enter the title of the program.
- C. Code – Enter the program code if applicable.
- D. Budget Period – Enter the inclusive dates of the budget period.
- E. Date Prepared – Enter the date prepared.
- F. Contractor – Enter the name of your agency.
- G. Original or amended - Check whether this is an original budget or an amended budget. If an amended budget, enter the amendment number.
- H. Salary and Wages – Position Description – List all position titles or job descriptions required to staff the program.
- I. Position Required – Enter the number of positions required for the program corresponding to the specific position title or description. This entry may be expressed as a decimal when necessary. If other than a full-time position is budgeted, it is necessary to have a basis in terms of a time study or time reports to support time charged to the program.
- J. Total Salary - Compute and enter the total salary cost by multiplying the number of positions required by the annual salary.
- K. Comments – Enter any explanatory information that is necessary for the position description. Include an explanation of the computation of Total Salary in those instances when the computation is not straightforward.
- L. Total Salary and Wages – Enter a total in the Position Required column and the Total Salary column. The total salary amount is transferred to the Program Budget Summary – Salaries and Wage Category. If more than one page is required, a subtotal should be entered on the last line of each page. On the last page, enter the total amounts.
- M. Fringe Benefits – specify if fringe benefits are applicable with an “x” for staff position. Check type of fringe benefits that apply, enter composite fringe benefit rate and total amount of fringe benefits.
- N. Travel – Enter cost of employee travel (mileage, lodging, registration fees). A specific description is required if this expenditure category exceeds 10% of total expenditures, line 11 on the DCH-0385.

- O. Supplies and Materials – Enter cost of supplies and materials (medical, office, postage). A specific description is required if this expenditure category exceeds 10% of total expenditures, line 11 on the DCH-0385,
- P. Contractual (Subcontractors) – Identify subcontractor(s) by name working on this program, including subcontractor(s) address, amount by subcontractor and total of all subcontractor(s).
- Q. Equipment – Enter a description of the equipment being purchased (including number of units and the unit value), the total by type of equipment and total of all equipment. All equipment listed must cost \$5,000 or more.
- R. Other Expenses – Enter amounts by type of other expenses and total for all types.
- S. Total direct Expenditures – Enter the sum of the total of lines 1-7.
- T. Indirect Cost Calculations – Not allowable.
- U. Other Cost Distributions – This category is only for the use of local public health departments.
- V. Total Expenditures – Enter the sum of the total of lines 8, 9, and 10.

SERVICE AGREEMENT

BETWEEN

WASHTENAW COMMUNITY HEALTH ORGANIZATION BOARD

AND

Federal ID#:

This contract is entered into under authority granted by Act 368 of the Michigan Public Acts of 1978 (Hereafter called the "Act"), between the WASHTENAW COMMUNITY HEALTH ORGANIZATION BOARD (hereafter called the "Coordinating Agency"), a governmental entity, with offices located at 555 Towner, P.O. Box 915, Ypsilanti, Michigan 48197-0915, and (hereafter called the "Contractor") doing business at

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

ARTICLE I - SCOPE OF SERVICE

Section 1 - The Contractor is responsible for reporting and demonstrating delivery of services as contained in this Agreement to the Coordinating Agency.

Section 2 - The Contractor agrees to provide the following services to residents of Washtenaw and/or Livingston County in accordance with the terms and conditions of this agreement.

- A. **Program Title**

- B. **Program Components and Activities (Scope of Services)**

- C. **Population to be Served**

- D. **Time Frame for Delivery of Services/Meeting the Objectives**
October 1, 2004 through September 30, 2005.

ARTICLE II - COMPENSATION

In consideration of the satisfactory completion of services identified in Article I, the Coordinating Agency agrees to pay the Contractor no more than the allocation amount of \$_____. Allocated funds not expended during the contract term will be retained by the Coordinating Agency for future allocation.

Payment will be made to the Contractor in the following way: on a reimbursement basis following the submission of an invoice by the fifth (5th) working day of each month. (Reimbursement is based on actual cost per month).

This contract is conditionally approved subject to and contingent upon the availability of funds.

ARTICLE III - RESPONSIBILITY AND REPORTING REQUIREMENTS OF CONTRACTOR

The Coordinating Agency may review and evaluate the Contractor's activities during the term of this contract. The Coordinating Agency will review and evaluate the Contractor's activities during the term of this contract. An annual site review will be performed by the Coordinating Agency to evaluate both the qualitative and quantitative effectiveness and efficiency of the Contractor and to ensure administrative and fiscal compliance during the term of this agreement. Corrective Action: Based on the results of this site review, a plan of corrective action shall be submitted to the Coordinating Agency within one (1) month of the issuance of the site review non-compliance issues with corrective action to be completed within two (2) months after the site review.

The Contractor shall maintain records and accounts, including property, personnel and financial records, as are deemed necessary by the Coordinating Agency to assure a proper accounting for all project funds. These financial records shall be made available for audit purposes to the Coordinating Agency at all reasonable times, and copies thereof shall be furnished upon request at no cost to the Coordinating Agency. Such records and accounts shall be retained for three (3) years after the expiration of this agreement unless permission to destroy them is granted to the Contractor by the Coordinating Agency.

The Contractor shall also establish an Internal Accounting and Administrative Control System which shall (1) protect against waste, fraud, and inefficiency; (2) ensure accuracy and reliability in accounting and operating data; (3) secure compliance with agency policies. This system shall include (1) clear lines of responsibility; (2) subdivision of duties; and (3) a clear separation of accounting functions from custody or access to assets.

The Contractor assumes responsibility for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Coordinating Agency against such liability.

The Contractor agrees to conform to the code of ethics of their respective national professional associations.

**ARTICLE IV - PERFORMANCE RECORDS AND PROGRAM
EVALUATION REPORTS**

The Contractor shall submit to the Coordinating Agency the required quarterly reports summarizing/delineating the service/activities conducted in accordance with the Scope of Services in Article I. These shall describe the extent to which the projected outcome measures were accomplished and the Contractor shall work directly with their Prevention Liaison in meeting contractual requirements and report submission. **All CONTRACTORS must meet a level of performance equal to or greater than 90% of planned outputs. If the CONTRACTOR'S performance falls short of that expectation, the maximum payment will be reduced equivalent to actual performance in relation to the minimum performance.**

The Contractor shall submit to the Coordinating Agency Quarterly Reports as follows:

- 1st Quarter 10/01/2003 - 12/31/2003 due before January 15, 2004
- 2nd Quarter 1/01/2004 - 3/31/2004 due before April 15, 2004
- 3rd Quarter 4/01/2004 - 6/30/2004 due before July 15, 2004
- 4th Quarter 7/01/2004 - 9/30/2004 due before October 15, 2004

Reimbursement will be withheld until the Coordinating Agency receives a timely and accurate Quarterly Report. The Contractor also agrees to participate in the outcome measurement of targets and milestones of the program developed through the Rensselaerville Institute and implemented throughout the contract year.

ARTICLE V - TERM OF CONTRACT

This contract shall be in effect for the period of October 1, 2003 through September 30, 2004.

ARTICLE VI - PERSONNEL

Section 1- The Contractor will provide the agreed upon services and will not subcontract or assign the services without written approval from the Coordinating Agency.

Section 2- The Contractor will not engage the services of any person employed by the Coordinating Agency for any of the required services without written approval from the Coordinating Agency.

Section 3 - The parties agree that this contract is for services only and that the Contractor is neither an employee nor an agent of the Coordinating Agency for any purpose.

ARTICLE VII - INDEMNIFICATION

The Contractor will protect, defend and indemnify the Coordinating Agency, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, demands and costs, of whatsoever kind or nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the Coordinating Agency 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 Agreement resulting in whole or in part from negligent acts or omissions of Contractor, any subcontractor, or any employees, agent representative of the Contractor or any subcontractor.

ARTICLE VIII - INSURANCE

The Contractor shall maintain at its expense during the term of this contract, the following insurance.

1. Workers' Compensation Insurance with the Michigan statutory limits and Employers Liability insurance with a minimum limit of \$100,000 each accident.
2. Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The Washtenaw Community Health Organization 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 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 with **Washtenaw Community Health Organization** as an "**additional insured**" with respect to the services provided under this contract.

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

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Coordinating Agency. If the insurance as evidenced by the certificates furnished by the Contractor expires or is cancelled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Coordinating Agency 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 Livingston/Washtenaw Substance Abuse Coordinating Agency Contract Manager, P.O. Box 915, Ypsilanti, MI 48197, and shall provide for 60 day written notice to the Certificate holder of cancellation of coverage.

If the required insurance coverage is not maintained at any time during the term of this contract, the contract shall be subject to cancellation immediately or at any time thereafter, at the sole election of the Coordinating Agency. If the insurance coverage described in the required certificate of insurance expires without evidence of renewed coverage being submitted to the Coordinating Agency, this contract shall be subject to cancellation immediately or at any time thereafter, at the sole election of the Coordinating Agency. If the Coordinating Agency elects to exercise its option to cancel on these grounds, the Coordinating Agency shall so notify the contractor of its election.

ARTICLE IX – RECIPIENT RIGHTS

1. Contractor assures strict compliance with all Recipient Rights provisions of the Administrative Rules for Substance Abuse Service Programs in Michigan (Public Act 368, 1978 as amended), incorporated into the agreement by reference.
2. Contractor agrees to post a copy of Recipient Rights in a conspicuous place.
3. Contractor assures compliance with the procedures established by Administrative Rule for Substance Abuse Recipient Rights Policy Manual for protecting recipient rights, and to implement appropriate remedial action for substantiated allegations of rights violations.
4. Each staff member of a program shall review recipient rights policies and procedures annually and shall sign a form indicating they understand and agree to abide by the policies and procedures, with a signed copy kept in the staff's personnel file and a signed copy given to the staff.

ARTICLE X - INTEREST OF CONTRACTOR AND WCHO

The Contractor promises that it has no interest and will not acquire any 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 person having a conflicting interest will be employed. In addition, no officer, agent, employee of the Coordinating Agency or the Washtenaw Community Health Organization 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 the 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 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 Coordinating Agency 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 will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicants 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 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, color, creed, sex, sexual orientation, national origin physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

Breach of this provision is a material breach of this contract.

ARTICLE XIII - ASSIGNS & SUCCESSORS

The Coordinating Agency and the Contractor each binds itself, its successors, and assigns to the other party to this Contract and all covenants of this Contract. Neither the Coordinating Agency nor the Contractor shall assign or transfer its interest in this Contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Termination Without Cause - Either party may terminate this contract by giving thirty (30) days written notice to the other party.

In the event of any breach or default by the Coordinating Agency or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts or omissions constituting the alleged default or breach. If within fifteen (15) working days after issuance of such notice the party in default has failed to cure such default, THEN IN THAT EVENT, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; PROVIDED HOWEVER, that if the alleged default can be cured by the performance of which requires a period of time, such default will be determined to have been cured if, within said fifteen (15) working days, the party allegedly in default has commenced the curing of the same to be prosecuted to completion.

Notwithstanding the above paragraphs, the Coordinating Agency may immediately terminate this Agreement if, upon reasonable investigation, it concludes that: (1) the Contractor's Board of Directors, Director or other Executive Officer has engaged in malfeasance; (2) the Contractor loses its state or federal licensing; (3) funds allocated under this Agreement have been improperly used; (4) program requirements have not been followed; or (5) Recipient's Rights have been violated.

ARTICLE XV - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

The Coordinating Agency may require changes in the scope or schedule of the services of the Contractor. Changes which are mutually agreed upon by the Coordinating Agency and the Contractor, including any increase or decrease in the amount of the Contractor's compensation will be incorporated into this contract by written amendments.

ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATIONS

All documents developed as a result of this contract, except confidential client-related records, will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the 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 the Contractor must reference the project sponsorship by the Coordinating Agency. The Contractor may publish information or results obtained under this contract with the prior authorization of the Coordinating Agency; if it wishes, the Coordinating Agency is entitled to recognition for having contributed to the study.

ARTICLE XVII - EXTENT OF CONTRACT

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

ARTICLE XVIII – 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.

This contract may be amended only by written instrument signed by both the Coordinating Agency and the Contractor.

FOR THE CONTRACTOR:

(Chair, Board of Directors) Date

(Director) Date

FOR WASHTENAW COMMUNITY HEALTH ORGANIZATION

Kathleen Reynolds, Director Date

APPROVED AS TO FORM: WCHO Office of Corporation Counsel

Jerold Lax, Attorney Date