

# THE CHARTER COUNTY OF WAYNE, MICHIGAN

## REQUEST FOR PROPOSALS FOR CARE MANAGEMENT ORGANIZATION

**CONTROL NO. 37-09-064**

**Issue Date:** Friday, January 16, 2009

**Pre-Proposal Conference:** Thursday, February 5, 2009. 2:00 p.m. local time  
Wayne County Building  
600 Randolph Street, 1<sup>st</sup> Floor Atrium  
Detroit, Michigan 48226  
**Attendance is strongly encouraged**

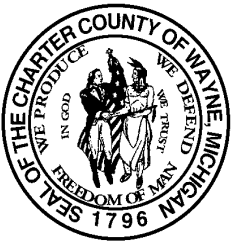
**Pre-Proposal Question Deadline:** Monday, February 9, 2009 at 4:00 p.m. local time

**Proposal Deadline:** **Tuesday March 3, 2009 at 4:00 p.m. local time**  
Charter County of Wayne  
Purchasing Division  
600 Randolph, Room 146  
Detroit, Michigan 48226

**Purchasing Contact:** Renee Marsh, CPPO, C.P.M.  
Department Executive--Procurement  
**Phone:** (313) 224-5151  
**Fax:** (313) 224-5182  
**Email:** [rmarsh@co.wayne.mi.us](mailto:rmarsh@co.wayne.mi.us)

**Description:** The County of Wayne is requesting proposals for the purpose of operating a Care Management Organization (CMO) for the supervision and treatment of at-risk and adjudicated juveniles. A CMO is the lead agency for a defined service delivery area and is responsible for development of a locally organized system of services and resources, which includes community-based and out-of-home service resources.

A copy of this RFP can be obtained from the Wayne County website at [www.waynecounty.com](http://www.waynecounty.com), on or after the Issue Date indicated above. Please click on the “**for Businesses**” icon located at the top of the web page. Then click the “**County RFPs/RFQs/IFBs**,” link on the left hand side of the web page. Then click on the control number listed above. Until the expiration date of this solicitation, it is incumbent upon the Proposer to check the website for additional information and/or addendums. RFPs can also be obtained from the Wayne County Purchasing Division, 600 Randolph Street - Room 146, Detroit, Michigan 48226-2831. If you have any questions, please call (313) 224-5151.



**Robert A. Ficano**  
County Executive

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the purchasing contact listed above no later than the Pre-Proposal Question Deadline indicated above.

Sealed Proposals are due prior to the Proposal Deadline indicated above and must be delivered to the Purchasing Division, located at 600 Randolph, Room 146, Detroit, Michigan 48226. Late proposals will not be accepted – NO EXCEPTIONS.

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## SECTION 1 - INSTRUCTIONS

- 1) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this proposal, until a Successful Proposer is selected, all requests for clarification or additional information regarding this RFP, or contacts with the County personnel concerning this RFP or the evaluation process must be solely to the contact person listed on the cover page of this RFP.

A violation of this provision is cause for the County to reject the Proposer's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this RFP. No contact regarding this document with other County employees is permitted.

- 2) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the County. If a Proposer finds a discrepancy, error, or omission in the proposal package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. The County is not responsible for oral representations. All questions must be submitted in writing to the Purchasing Contact only before the Pre-Proposal Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

- 3) **RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Proposal Deadline at the discretion of the County. It is the Proposer's responsibility to periodically check the County's website until the posted Proposal Deadline to obtain any issued addenda.

- 4) **PRE-PROPOSAL MEETING:** The date, time and location of the meeting is indicated on the cover page of this RFP. **All Proposers are expected to attend this conference.**

- 5) **PROPOSAL SUBMISSION:** To be considered, the proposal must be prepared in the manner and detail specified in this proposal.

- a. Proposals must be submitted to the Wayne County Purchasing Division, 600 Randolph, Room 146, Detroit, Michigan 48226, before the date and time indicated as the deadline. It is each Proposer's responsibility to insure that the Purchasing Division receives its proposal prior to the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays.
- b. Proposals received after the above deadline will not be accepted and will be returned to the Proposer unopened. The Purchasing Division's timestamp shall be the official time.
- c. The opening of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.
- d. Proposals must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the following: Project name, Control Number, Deadline date and time, and Proposer's name, address, phone, fax, and contact name. If the Proposer believes that any information submitted is confidential, such information shall be separately sealed and labeled as confidential. Proposals are subject to public disclosure after the deadline for opening in accordance with state law.
- e. Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.

- f. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the proposal must initial corrections in ink.
- g. Proposals sent by telegraph, facsimile, or other electronic means will not be considered.
- h. All costs incurred in the preparation and presentations of the proposal are the Proposer's sole responsibility; no proposal costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the County.

- 6) **PROPOSAL GUARANTEE:** Not Applicable.
- 7) **PROPOSAL SIGNATURES:** An authorized official must sign the proposal. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County if the Proposer is determined to be the most responsive and responsible Proposer.
- 8) **CONTRACT AWARD:** The County reserves the right to withdraw the RFP, to award to one Proposer, to any combination of Proposers, by item, group of items, or total proposal. The County may waive informalities if it is in the County's interest. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal. All proposals must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Proposer. Award of this proposal is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Proposer's proposal does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the Proposer has a contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Proposer non-responsive.
- 9) **PROPOSAL MODIFICATIONS:** Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the proposal Deadline Date, may be made only within the discretion and written approval of the Purchasing Director.
- 10) **DUPLICATE PROPOSALS:** No more than one (1) proposal from any Proposer, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.
- 11) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the Deadline date set for the opening of proposal. No proposal may be withdrawn after the deadline for submission.
- 12) **REJECTION:** The County reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Purchasing Director or designee that the best interest of the County will be served by doing so. The County may reject any proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Proposer is debarred by the County from consideration for a contract award, or if Proposer has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.
- 13) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Chief Executive Officer has the vested authority to execute all County contracts, subject to Commission approval where required.
- 14) **COMPLIANCE WITH LAWS:** The Proposer must comply with all federal, state, and local laws and policies including, but not limited to:

- i. The provisions of the Wayne County Procurement Ordinance governing “Ethics in Public Contracting”, as applicable to contractors, being Article 12 of Chapter 120, and Contractor agrees to provide all required disclosures;
- ii. The Michigan Civil Rights Act;
- iii. The Persons With Disabilities Act;
- iv. The Age Discrimination Act;
- v. Section 504 of the Rehabilitation Act;
- vi. The Living Wage Ordinance;
- vii. The Slavery Era Disclosure Ordinance;
- viii. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.

**15) NON-DISCRIMINATION:** Wayne County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Proposer must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The anti-discrimination policies of the Wayne County Procurement Ordinance, Article XI of Chapter 120 of the Wayne County Code, are incorporated into County contracts. The Proposer must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

**16) NO PROPOSAL RESPONSE:** Businesses who receive this RFP but who do not submit a proposal should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business' name from all bidder lists.

**17) CONTRACT NEGOTIATION:** All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Proposer. There is no contract until the County's policies have been fulfilled.

**18) DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:

- a. Evidence of collusion among Proposers.
- b. Lack of competency as revealed by either financial, experience, or equipment statements.
- c. Lack of responsibility as shown by past work.
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

**19) DISCUSSIONS:** Discussions may be conducted with responsible Proposers, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Proposers who submit Proposals determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Proposals. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Proposer shall reduce any substantial oral clarification of Proposals to writing.

**20) SUBCONTRACTORS:** In an effort to promote supplier diversity, Wayne County encourages Proposers to identify and include qualified minority businesses as subcontractors when proposing to provide products and services to the County. Proposers must reasonably demonstrate that they have taken all the necessary steps to include participation from diverse suppliers.

The Contract will not be assignable to any other business entity without the County's approval. Proposers are encouraged to consider a joint venture.

**21) PROPOSER RESPONSIBILITIES:** The Proposer must be capable, either as a firm or a team, of providing all services as described under SECTION 2 – SCOPE OF WORK and to maintain those capabilities until notification

of the fact that their proposal was unsuccessful. Exclusion of any service for this proposal may serve as cause for rejection. The selected Proposer must remain capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Proposer will be responsible for all Services in this proposal whether they are provided or performed by the Successful Proposer or Subcontractor(s). Further, the County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Proposer must identify all Subcontractors and the Services they provide. The Successful Proposer is responsible for all payments and liabilities of all Subcontractor(s).

The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Proposer shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Proposer may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the proposal or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

- 22) COUNTY PARTICIPATION:** The County will provide appropriate personnel support for implementation of these agreements. The Proposer's proposal should identify County FTEs required and tasks to be performed by County personnel. For the purpose of contract administration, Wayne County will designate a person to serve as County Contract Manager. The County Contract Manager will serve as the primary liaison between the County and the Successful Proposer and will coordinate overall management and administration of the contract for the County.
- 23) DISCLOSURE OF CONTENTS:** All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the proposal becomes the property of the County and may be returned only at the County's option.

Proposers must make no other distribution of their proposals other than authorized by this RFP. A Proposer who shares cost information contained in its proposal with other County personnel or competing Proposer personnel shall be subject to disqualification.

Proposers shall not be provided any information about other proposals or prices or where the Proposer stands in relation to others at any time during the evaluation process. Any request for such information by a Proposer, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Proposer may be eliminated from further consideration.

Responses are subject to public disclosure after the deadline for submission in accordance to state law under the Freedom of Information Act (FOIA).

## SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

- 1) INTRODUCTION:** Through this Request for Proposals (RFP), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit proposals for the purpose of operating a Care Management Organization (CMO) for the supervision and treatment of at-risk and adjudicated juveniles. A CMO is the lead agency for a defined service delivery area and is responsible for development of a locally organized system of services and resources, which includes community-based and out-of-home service resources.
- 2) GENERAL INFORMATION:** The Wayne County Department of Children and Family Services (CAFS) is seeking contractors/organizations to design, implement, and operate CMOs that will serve an estimated 4,500 juveniles annually. (See waynecounty.com for the FY 2007 Comprehensive Statistical Report for detailed information). The target population includes status, misdemeanor and felony offenders. CMOs will be assigned juveniles on probation status for home-based supervision and services.

The CMO must provide or contract for sufficient resources to ensure timely access to appropriate services. CMO responsibilities are inclusive of administrative services, case management and direct treatment. Juveniles will be unilaterally assigned to the CMO by Wayne County or its designee. The CMO assumes full financial risk and case service responsibility for planning, community supervision and placement until the supervising court terminates legal jurisdiction over the juvenile. A CMO is responsible for developing, managing, and accessing services necessary to fulfill court ordered requirements and the juvenile's professionally assessed needs and risks at the classified security level (i.e., home-based, non-secure residential, secure residential, specialized behavioral residential). A CMO is required to maintain the capability to provide services for each juvenile and his/her family 24 hours a day, 365 days a year.

CMOs will be assigned juveniles as state wards for foster home and residential placements, community-re-entry, and transition to adulthood services.

Goals of the CMO model are:

- To continuously improve the quality of services provided to juveniles and families
- To Improve law-abiding behavior and reduce recidivism among eligible juveniles
- To use treatment resources on a risk basis that will result in reduced utilization of and duration in residential placements
- To assure regular school attendance and improve the educational levels and employability skills of juveniles
- To provide services in a timely and cost-efficient manner

The Wayne County Department of Children and Family Services (CAFS) is responsible for establishing and maintaining juvenile justice services for eligible children and youth. New program contracts were approved in November of 1999, which enabled the establishment of a county-based network of local management agencies and service providers. Juvenile Justice Services include programs to prevent delinquent behavior, community-based interventions for juveniles placed on probation, and a continuum of care for juveniles committed to CAFS, which includes in-home treatment, all levels of residential care, and reintegration support for every juvenile removed from his/her home. This system of care is implemented through purchase of service contracts with accredited and/or licensed providers.

The County, not the state, is now the funding and administrative authority for its own juvenile services system. Unlike other counties in Michigan, where program responsibility is typically divided between the Court, County and local DHS office, the Wayne County Department of Children and Family Services has been delegated sole authority for administration of juvenile justice services for juveniles on court probation or committed to DHS. Wayne County defines program priorities and appropriates a juvenile justice budget.

The state now matches what the county spends – not the other way around. The State DHS now relies upon Wayne County to provide all statutory juvenile justice services (for delinquent state wards).

A “Memorandum of Understanding” (MOU) defines the standing, authority and role of the Circuit Court, state Department of Human Services (DHS) and the county Department of Children and Family Services (WC-CAFS) for administration of juvenile justice services in Wayne County. Through the MOU, responsibility for juvenile justice services in Wayne County is delegated to the Wayne County Department of Children and Family Services (WC-CAFS). DHS does not administer or provide delinquency services in Wayne County.

The system of care is guided by the following principles and core values:

- Balanced and restorative justice
- Case planning based on structured decision-making (risk/needs)
- Ongoing substance abuse screening
- Interventions that are family-centered and strengths based
- Programming that is culturally sensitive and gender specific
- Offender accountability through in-home services, electronic monitoring and apprehension support from the Designated Law Enforcement Agency
- Application of progressive sanctions to prevent escalation in level of care
- Continuity and integration of case management and service delivery responsibility with one lead provider
- Performance – outcome based contracting

Wayne County’s contract-based care management network includes the following components:

- A Juvenile Assessment Center (JAC), which is the single point of entry for receipt of court orders, case intake, clinical, social, substance abuse, delinquency risk assessment, assignment to a contract service agency and access to Detroit-Wayne County Community Mental Health Agency funded programs and services for adjudicated juveniles.
- A Care Management Organization (CMO) agency is a Wayne County contractor that is the primary organization for the provision and management of juvenile justice services to Wayne County youth and their families.
- An 80-bed secure residential services treatment center located in Highland Park exclusively for juveniles enrolled with a CMO. Beds are allotted to CMOs based on the comparative size of each agency’s case load. Wayne County pays for these placements, not the CMO.

The CMO must ensure, provide and/or contract for the following range of direct service options for juveniles, so as to ensure:

- In-home treatment, as an alternative to removal, for juveniles at risk of out-of-home placement, inclusive of temporary detention
- Facilitation of actual out-of-home, residential and non-institutional, placements, inclusive of temporary detention
- Community-based treatment to facilitate a juvenile’s early return from out-of-home placement
- Independent Living
- Educational services through a charter school, school system, college, employment training or other appropriate educational service.

A CMO must ensure access to medically necessary treatment, inclusive of the following specialized services:

- Mental health
- Developmental disabilities
- Substance abuse and chemical dependency



- Sex offender
- Medically fragile (i.e. dialysis, HIV, diabetes, etc.)

CMO contractors must ensure the delivery of case management services to enrolled youth. Case Management is the central organizing process of all client interventions. It ensures that each young person receives the supervision, services and supports they require. A Case Manager is primarily responsible for the overall coordination of effective juvenile justice services. Through the case management process and assessment information provided by the JAC, the CMO is responsible for assigning a juvenile to a provider and making subsequent adjustments based on treatment progress and CAFS utilization policy. The CMO is expected to cooperate with the Court in matters relating to any legal or court activities concerning a juvenile. The Case Manager is responsible for (or facilitates through participating providers) court related activities (i.e. reports, hearings, petitions, writs etc.).

**3) SCOPE OF WORK:** Refer to Attachment B for the required Scope of Services.

**4) MINIMUM QUALIFICATIONS:** Proposers (specifically, the business that will be contractually bound under the contract with the County) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications (in reviewing qualifications of a Proposer, those of any partner organizations forming a single CMO Proposer may be considered):

- A. The Proposer organization (which is inclusive of member organization experience) must possess a minimum of 10 years of experience in juvenile justice services as an agency/organization (not the experience of individual employees).
- B. The Proposer must have experience with the target population,
- C. The Proposer must have experience with the proposed service delivery areas .
- D. The proposal must have experience with a system of care approach that supports community-based treatment for at-risk and adjudicated juveniles.
- E. The Proposer must possess:
  1. Five years of experience in the provision of case management services. At least three years of the experience shall be inclusive of court services (i.e. preparation of petitions, court reports, court testimony).
  2. Five years of experience in contracting with a governmental entity (federal, state, county, local).
  3. Three years of experience as an administrative services organization responsible for the management and payment of subcontractors.
  4. Three years experience in managing access to short-term detention and/or operation of a short-term detention facility.
- F. The Proposer must have three consecutive independent financial audits with clean opinions.

**5) PREFERRED QUALIFICATIONS:** The Proposer may be evaluated higher if they meet the following qualifications:

- A. Five years of experience as an administrative services organization responsible for the management and payment of subcontractors.
- B. Proposed CMO director with at least five years of administrative / leadership experience in a juvenile justice services agency.
- C. At least one year experience providing Wraparound services to adjudicated youth.
- D. At least two years of experience in contracting with or partnering with a Detroit-Wayne County Community Mental Health Agency (D-WC-CMH) "MCPN" agency.

**6) CONTRACT TERM:** The contract is for a term of five (5) years. It is anticipated that this contract will commence on October 1, 2009.

**7) COMMENCEMENT OF PERFORMANCE:** An organization/agency that receives a contract award to become a CMO, that has not previously been a CMO, will be required to engage in transition coordination with CAFS and the existing CMO(s) for the covered service delivery area(s). Cooperation and collaboration between the new CMO and existing CMO will be essential to a seamless transition of case management responsibility and continuity of services so that a juvenile's service plan is not interrupted. The newly awarded CMO (effective 10/1/2009) will not be compensated by Wayne County for performance of required transition responsibilities. Transition engagement will begin on or about July 1, 2009. Transition coordination will include, but not necessarily be limited to, the following activities and elements:

- Case conferences between Case Managers.
- Participation in and completion of training orientation under the auspices of the Department of Children and Family Services.
- Physical transfer of case files no later than September 15, 2009 and certification by the current CMO that all records for the assigned service delivery area, active and closed, have been accounted for and inventoried and transported to the new CMO.
- The newly awarded CMO must submit a transition plan to the CAFS prior to transition.

**8) PRICING:**

1. All pricing proposals must adhere to Child Care Fund requirements (refer to the Child Care Fund Handbook available on the Department of Human Services (DHS) web site through michigan.gov).
2. The Contractor may receive capitation payments for provision of the services described in the RFP. Capitation shall be inclusive of administrative, case management and direct service expenses that will be reimbursed under the Contract for each day of a juvenile's active enrollment. Active enrollment means that payment for services is authorized on the Wayne County Juvenile Agency Information System. Direct services are inclusive of all levels and types of care: in-home, open and secure residential care and such specialized services as may be necessitated by Court Order and a juvenile's individually assessed needs: mental health, substance abuse, sex offender, etc. Minimum mandatory service requirements and elements are defined in this RFP and the Juvenile Justice Services Handbook. Capitation provides the CMO with a daily *per diem* from the date of case assignment until the court officially terminates wardship.
3. The final Schedule of Compensation will be negotiated and attached to any contract award. Proposed pricing is only a portion of the selection criteria and Wayne County reserves the right to reject any or all proposed amounts and to negotiate revisions to the proposed capitation payments and amounts with Proposers selected to serve as a CMO. Any encounter rates or capitation *per diem* amounts will be determined by negotiation and the ensuing contract entered into with a successful bidder and may or may not be based on currently prevailing rates.
4. The Contractor shall be compensated on a reimbursement basis. The Contractor must incur costs and bill Wayne County for reimbursement, subject to the negotiated compensation schedule. Payments will be made on a monthly schedule. Refer to the JJSB Item 1200.1 for a description of current payment methodology. Payment methods under the new contract may be subject to change.
5. Wayne County will not fully fund the placement costs for juveniles in public training schools (Maxey and Adrian) that are placed as a result of a traditional juvenile court disposition (i.e. non-adult proceeding). The County will compensate the CMO at the highest authorized rate-band. Any difference between the rate-band amount and the published State Ward charge back rate will be a 100% financial responsibility of the CMO. The difference will be an offset to monthly CMO compensation. For example, if a juvenile is placed at Maxey for 30 days at \$575.00 per diem the total cost would be \$17,250. Assuming a

County rate-band of \$325.00, the County/State would pay \$9,750. The difference of \$7,500 would be deducted from the CMOs monthly reimbursement payment.

6. Compensation shall not be provided for any day(s) that a juvenile is reported on escape status, in confinement in jail, at the WCJDF, Calumet Detention Center, or a State operated juvenile justice facility (such as Maxey and Adrian) . Escape status is defined in the JJSH.
7. A juvenile’s placement at the Wayne County Juvenile Detention Facility (WCJDF) and private agency detention facilities is capped at a combined 30 consecutive calendar days following completion of legal proceedings relative to a specific detention episode. The 30 consecutive days shall be calculated from the date the JAC receives the signed order of disposition. In the event of a supplemental proceeding, the 30 consecutive days for that period of detention shall be calculated from the date of the supplemental dispositional hearing.
8. With respect to each consecutive day beyond 30 spent in detention, if said day is spent at WCJDF, the CMO Contractor’s compensation shall be reduced by an amount equal to the daily Single-Rate Capitation payment, and if said day is spent at a private short-term residential detention facility, the County shall not compensate or reimburse the CMO Contractor in any amount for said day-of-care.
  - a. Payment offsets will be calculated on a monthly basis.
  - b. The CMO may submit an exception request to this provision for the following reasons:
    - i. A juvenile diagnosed as cognitively impaired (CI) or seriously emotionally disturbed (SED) and for whom an appropriate placement cannot be arranged or accessed (e.g., a juvenile is accepted but placed on a waiting list) within the allotted 30 days, as defined in the Handbook. The exception request must provide documentation establishing that specific agencies have declined to accept the individual juvenile, or that an agency has accepted the juvenile and has placed him or her on a waiting list with a specific projected admission date.
    - ii. With respect to supplemental orders of disposition, the court does not provide a copy of the signed supplemental order of disposition within 30 calendar days after the date of the supplemental dispositional hearing.
9. Grants obtained by a CMO that enhance a CMO operation over basic services contracted for through CAFS will not result a reduction in payments.

10. Incentives and Liquidated Damages

Wayne County will complete an annual Report Card for each CMO. The Report Card will present findings on the CMO’s performance of significant business practices and processes and achievement of performance objectives and program outcomes defined as essential to accountability, safety, quality and effective delivery of juvenile justice services. The Report Card may result in financial incentives and liquidated damages to the CMO, as follows:

| Letter Grade | Achievement Range | Incentive Or Damage (1) |
|--------------|-------------------|-------------------------|
| A            | 90 – 100 %        | \$25,000.00             |
| B            | 80 – 89%          | \$10,000.00             |
| C            | 70 – 79%          | 0                       |
| D            | 60 – 69%          | -\$10,000.00            |

- a. Liquidated Damage is an amount stipulated in the contract that the parties agree to as a reasonable estimation of the damages owing to one in the event of a breach (i.e., negative recidivism outcomes) by the other.
- b. Any positive proceeds from the Report Card must be reinvested in covered services to benefit enrolled juveniles.

- c. Wayne County has sole authority to determine a Contractor's final Report Card grade. The County's determination will not be subject to appeal.
  - d. A Contractor may be eligible for an incentive payment when its actual days of juvenile enrollment for a fiscal year are less than its budgeted enrollment days for the fiscal year. The incentive payment may equal up to a specified percentage of the payment amount for each day-of-enrollment that is less than the budgeted amount. The percentage of the incentive payment will be determined by the county. The incentive payment, if any, shall be paid at the end of the fiscal year.
  - e. Wayne County shall determine, at its sole discretion, if an incentive payment methodology will be used and the schedule of incentive payments to be made to eligible CMOs.
11. Juveniles on probation with a CMO are eligible to participate in services through a county funded Youth Assistance Program (YAP). A juvenile's contact with a YAP may be counted toward the CCF requirement for a face-to-face weekly contact. CMO remains accountable for proper documentation of said contacts. Refer to JJSH Item 700.23 for service detail for juveniles on probation with a CMO.
12. "Donated Funds" means qualifying revenue that may be transferred to the county for deposit in the Child Care Fund. The vendor's donated revenue will be used to draw 50% match from the state. For example, a donation of \$50,000 by the vendor would be matched by DHS for a total budget of \$100,000. Donated funds are subject to Child Care Fund requirements.
13. Proposers shall not include the following costs in their compensation proposal:
1. Purchase of primary health care
  2. Purchase or provision of educational services that are eligible for school aid fund reimbursement to local schools districts or public school academies.
  3. Cash reimbursement/payments from clients and their families.

## SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

- 1) **EVALUATION:** All proposals received will be evaluated by an Evaluation Committee comprising of County representatives. The following factors, listed in relative order of importance, will be considered in making the selection:

- Work Plan and Implementation Capability
- Price
- Experience and Qualifications
- Organizational Capability

- a) Each proposal submitted in response to this RFP shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Proposer on other contracts with the County or other entities. Proposals will be evaluated equally and fairly; no preference will be given to any Proposer based solely on previous experience with the County or to an incumbent thereof. The County reserves the right to make additional inquiries and may request the submission of additional information.
- b) **COUNTY-BASED ENTERPRISE (AND OTHER) ADVANTAGE PROGRAMS:** Wayne County administers a program that gives a pricing advantage to businesses located within Wayne County that are County-Based Enterprises (CBE). Additional advantage is also given if the business is located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). The County shall apply credit up to 5% to the pricing points for Proposals submitted by certified County-Based Enterprises and 2% for TGCE. Wayne County also administers a Small Business program, an expanding business program, a Joint Venture program and a Mentor Venture program. To receive the applicable credit for any program, the Proposer and all first tier subcontractors must submit their certificates with the Proposal. (NOTE: Most federal and state funded projects will not include the application of geographic advantages such as the CBE and TGCE in accordance with funding requirements.) If you are not certified, contact the office of Human Relations at (313) 224-5021, or visit the County's website, [www.waynecounty.com](http://www.waynecounty.com).

### 2) GENERAL SUBMITTAL REQUIREMENTS:

- a) **NUMBER OF COPIES:** One original, plus eight copies (nine total) of the entire proposal must be submitted. The original must be marked "ORIGINAL." Each copy must be identical to the original. The Proposals must be in 3 ring binders.
- b) **PROPOSAL FORMAT:** Each proposal should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.
- c) **PROPOSAL CONTENT:** The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation.
- 1) An Executive Summary of your proposal (maximum 3 pages).
  - 2) All general forms contained in this RFP, fully completed:
    - a) Proposal Form,
    - b) Price Sheet,
    - c) Business Information Questionnaire Form,
    - d) Ethics in Contracting Vendor Form,
    - e) Living Wage Ordinance,
    - f) Slavery Era Disclosure Form,
    - g) Subcontractor Form,
    - h) Fair Employment Practices (FEP) Form,

- 3) Evidence showing that the Proposer meets each of the Minimum Qualifications listed in the Scope of Work of this RFP.
- 4) A complete response to each of the items in the next section, which are specific to the evaluation criteria.

**3) SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** Submit a complete response to each of the following items. List them in the order below, following your submission to the above:

**A. Work Plan and Implementation Capability**

Provide a proposed Work Plan that adheres to the sequence and format outlined below:

1. Implementation Capability and Plan

- Describe in two pages or less prior successful outcomes in the delivery of care to delinquent juveniles.
- Provide a succinct summary of your organization’s understanding of the necessary functions and responsibilities of a CMO, as defined in the 600 and 700 Series of the JJSH.
- Present/describe your organization’s Work Plan and solutions to the following:
  - a. What resources will your organization use for the types of and levels of care described in the Handbook, i.e. community-based, open residential care, secure residential care and behavioral health residential care?
  - b. What strategies and resources will your agency employ to manage length of stay in residential care to the minimum necessary duration? How will your agency implement and sustain “dose-appropriate” use of residential placements?
  - c. What “Evidence Based” and a “Best Practice” models will your agency use and how will such models be implemented by the CMO?
  - d. What strategies will be used to prevent and/or reverse inappropriate and unnecessary out of home placements?
  - e. What resources and programs will your agency access/utilize to address the behavioral health care needs of eligible juveniles? Does your organization have a working agreement with a CMH contract “MCPN” agency? Describe the nature of the relationship including any commitments to provide services (describe type) to SED/DD youth in the juvenile justice system.
  - f. The County will only compensate the CMO for a maximum of 30 days in a short-term detention placement (or series of detention placements) per admission episode. What is your agency’s plan for managing the utilization of residential detention and what alternatives does your organization plan to establish?
  - g. The County will not fully fund the state ward charge back rate for juveniles (non-waiver, non-designated proceedings) placed in state operated training schools (such as Maxey and Adrian). What resources will your organization utilize in lieu of public training school facilities?
  - h. What transition to adulthood services/programs will your organization provide for juveniles re-entering the community from a residential placement?
  - i. Describe your understanding of mandated court service functions: filing petitions, writing court reports, providing testimony, etc. How will your agency write a “strengths-based” court progress report? Include a facsimile of such a report.
  - j. The Child and Adolescent Functional Assessment Scale (“CAFAS) and Structured Decision Making (SDM) reports will be required assessment instruments for CMOs. How

- will your agency use the CAFAS and SDM tools to guide utilization management policy for level of care and duration in different levels of care (see item below on the use of “milestones” and “behavioral markers”)?
- k. Case Management is a central organizing function of the CMO. What is your agency’s plan for Case Management? How will your agency set case management client ratios? Describe those ratios.
  - l. What is your agency’s plan for providing, insuring or subcontracting transportation services for enrolled juveniles and where applicable, their families to support the juvenile’s and family’s accomplishment of treatment goals and court hearings
  - m. What is your agency’s plan for the orientation of new employees and continuing education? Include an outline of an annual training plan for CMO employees.
  - n. How will your agency develop a comprehensive plan of care for each individual juvenile? Describe how case plans will integrate strengths-based and person-centered planning principles and values. How will your agency make adjustments to the plan to address new and emerging treatment issues?
  - o. What is your agency’s approach to the use of progressive sanctions? What resources will be used?
  - p. How will your agency coordinate with the Juvenile Assessment Center for case assessment, utilization management and dis-enrollment evaluation?
  - q. How will your agency use ongoing alcohol and other drug screening of juveniles with substance abuse histories / issues? How will your organization respond to juveniles in the community who receive a positive test result(s) for substance use?
  - r. Some youth lack community anchors and may not have family available or accessible. What is your agency’s approach to broadening and strengthening resources for community living arrangements?
  - s. Describe the array of services (not levels of care) that will be provided to eligible juveniles and their families. What “in-kind” or third-party services will your agency use that will be financed outside of the CMO compensation schedule?
  - t. What do you believe are the most significant challenges and barriers to successful implementation of the CMO model? How will your agency’s work plan resolve these?
  - u. Describe your agency’s case management contact plan and the services your agency will obtain from other community based agencies for juveniles in probation status. In the event the county uses an “encounter-based” services model, what services (units) will your CMO provide or purchase for juveniles on probation?
  - v. Will your organization utilize consultants, subject matter experts, etc? Describe and explain.
  - w. What is your agency’s understanding of the applicability of the federal Title IV-E program to the delivery of juvenile justice services? How will your agency insure compliance with eligibility requirements and data reporting? What strategies will your agency implement to maximize federal Title IV-E funding?
  - x. What is your agency’s approach to development of a continuum of care? Specify the behavioral markers or criteria your agency will establish to assess a juvenile’s progress through the continuum of care and how you will measure readiness for wardship termination. How does your plan integrate public safety and risk management issues?
  - y. What characteristics and competencies will be embodied in a successful client following participation in your CMO?

## 2. Educational Coordination

It is essential that each client of school age be supported in, or reintegrated into, the educational process. Each student must not only make effective progress while under supervision, but gain the personal and social skills necessary to self-manage and also effectively utilize family and

community resources. The strengthening and empowering of the family and community resource network for the client should represent a key outcome of the treatment process.

Provide a description of your organization's strategy and plan to ensure the consistent educational success of your clients. Please focus on the actions that the CMO will facilitate, in addition to those actions performed in the schools, to make certain that the complete needs of each client will be met by an articulated strategy incorporating both educational and social supports.

At a minimum, describe the following:

- Process for capturing data for evaluation of effectiveness in placement decisions and coordination of supports. Ensure ability to disaggregate for population subgroups, and include personal and social skills growth in addition to academic growth.
- Process for making educational placement decisions based on assessed needs of the client. Describe methods for identification of academic strengths and weaknesses.
- Process for effectively developing total support for the student by supporting the client in drawing upon family and community resources. Include means of linking family, community, neighborhood, and faith-based organizations, along with tutoring, mentoring and recreational resources in support of the educational process.
- Means for developing increased client capacity (social skills) to support success after exiting the systems – speak to behavioral self-regulation and academic empowerment.
- Means for empowering the student, family, school, community support organizations, and the courts to advocate for, and/or make effective decisions on behalf of, each student.

3. Quality Management Plan

Describe your agency's Quality Assurance / Continuous Quality Improvement management system and its capability to support ongoing monitoring and improvement of CMO processes and outcome-based performance. In describing your agency's proposed quality management plan, cross-reference the requirements in JJSH Item 1000.2. How will you obtain consumer input to improve services?

4. Crisis Management

Describe your System's management capability to assure rapid response to incidents that can lead to domestic disruptions. Will any specific providers be used (if yes, identify the agency)? How will you meet the standard of 20 minutes initial response and 30 minutes face-to-face contact for crisis management?

Describe your agency's plan for maintaining "Continuity of Operations" in the event of a natural or civic disturbance.

5. Service Delivery Area

CMO service delivery areas will be comprised of a grouping of ZIP codes. Specify those ZIP codes in Wayne County that your CMO is proposing to cover.



Each proposal must include a map of the CMO's proposed service delivery area. The map must identify service centers and resources that will be used by the CMO. Also, identify where your CMO office will be located (within the service delivery area).

**B. Cost Proposal:**

- (1) Complete the Price Sheet. The Proposer may submit different pricing proposals (options) as defined in the Price Sheet.

**C. Experience and Qualifications**

- (1) Provide copies of the Proposer's license(s) and accreditation (describe type).
- (2) Identify the CMO By:
  - a) Articles of Incorporation (attach)
  - b) All required documents needed to register with the State of Michigan or any State in the United States.
- (3) Describe how you meet or exceed each of the minimum qualifications listed in Section 2 on page 9 of this RFP. Be sure to provide sufficient detail, attaching supporting documents as necessary.
- (4) Describe how you meet or exceed each of the preferred qualifications listed in Section 2 on page 9 of this RFP.
- (5) Describe your organization's experience (including years of experience) in providing similar services as set forth in the Scope of Work in this document.
- (6) Describe the experience and qualifications of key personnel, as follows (include detailed resumes for leadership and management personnel):
  - Director and Key Staff
    - a) Identify and name the prospective CMO director and key staff. Specify the percentage of time each will be assigned to the CMO.
    - b) Describe your staffing plan for the CMO. Define case management staffing ratios (Number of clients-to-1 case manager). Include the number of positions, brief job descriptions and dedicated time for each of the following:
      - Supervisory
      - Clinical
      - Information system
      - Administrative / managerial
      - Case managers
      - Quality assurance
      - Clerical
      - Other professional
      - Other technical support
      - Other non-professional support
    - c) Indicate lines of authority and accountability for these staff in the context of your overall organization. Include a proposed organization chart for the CMO.

(7) Indicate whether you have previously performed as a CMO. If so for those CMO experiences address relevant such elements as:

1. Achievement of outcomes: recidivism, substance use, educational attainment, emotional well being, etc.
2. Cost of care per individual consumer. Cost trends for the period 10/1/05 – 9/30/08.
3. Performance on audits conducted by Department of Children and Family Services.
4. Utilization management: trends in home-based care and residential placements for the period 10/1/05 – 9/30/08.
5. Achievement levels with Department of Children and Family Services annual performance objectives plan.
6. Other pertinent information may be provided at the discretion of the Proposer.

(8) Provide copies of last three years of Annual Programmatic Reports submitted to any federal, state or county entity of government.

#### **D. Organizational Capability**

(1) Present a statement of your agency's capability that addresses the following organizational elements:

a. Organizational Structure and Proposed Zip Code Service Delivery Area

Describe your organization, including functional and/or departmental organization, with lines of authority and accountability. Indicate the resources and operational components you will bring to bear on this project. Include your agency's mission and elements of your business plan that indicate your historic relationship and commitment to the target population and communities. Specify those ZIP codes in Wayne County that your business plan will address. Include a full description of your current services and clients and an organization chart.

b. Governance

Do you intend to form a new legal entity and establish a new board for the new legal entity? If so, provide the name, occupation, term for all new/proposed Board members.

Describe your agency's governance structure and the participation of community residents and those utilizing your services in setting policy, designing services and implementing your business plan.

Identify members of any Advisory Council or Board (include member agencies when applicable), name, occupation, length of current term, years served. Does the agency perform any background checks or clearances for Board appointments? If yes, describe.

c. Financial Resources

Describe your financial capability to support the design, development and management of CMO responsibilities. Include a statement of your capacity to invest in start-up costs and manage cash flow. Include a budget and pro forma start-up, implementation and ongoing operations.

Provide a copy of Proposer's latest audited, reviewed, or compiled financial statements (balance sheet, income statement, statement of cash flows, footnotes) prepared by an independent certified public accountant. If your company is not required by federal, state and local law, financial institutions, or company management to have audited, reviewed, or compiled financial statements prepared by an independent certified public accountant, you may submit an internally generated balance sheet and income statement instead.

d. Administrative Services Capacity

- i. Describe your agency's capacity and plan to manage a complex network of community-based and residential providers and perform necessary administrative support functions such as: contracting, quality assurance, payments, complaint investigations, written annual evaluations for submission to the county.
- ii. Provide a roster of all proposed subcontractors that includes the organizations complete legal name, location, service(s) to be provided, licenses/credentials, experience and capacity. Indicate if any proposed officers, directors and/or employees of the CMO serve and/or are employed in any capacity with a proposed subcontractor.
- iii. Describe your agency's capacity to provide the Annual Program Report, Managing for Results monthly data reports, Annual Performance Objectives plan and quarterly financial statements.
- iv. The CMO will maintain the official case file for each enrolled juvenile. The record shall be the property of Wayne County. Describe your agency's plan for safely and securely maintaining the case files of current and discharged juveniles.

e. Letters of Community Support: Provide the following:

- Letters of support from licensed child caring institutions and placement agencies
- Letters of support from a minimum of five consumers that have participated in services delivered by the Proposer
- Letters of support from community mental health treatment providers
- Letters of support from community-based substance abuse treatment providers
- Letter of support from community volunteer organizations
- Letters of support from Public, Charter and private schools
- Letters of support from Workforce development boards

2. Demonstrate the Proposer and any subcontractors as possessing historic and current experience with all the primary stakeholders in the juvenile justice service delivery system. Care management is a process of community resource development and all interested and affected parties must be involved in planning and development. This involvement must be documented in the form of letters of intent to contract, collaborate and/or partner with the Proposer.

3. Cultural Competency

Indicate the experience, capability and training concerning the cultural competency of staff to be assigned to the CMO.

Describe how your organization will approach issues of cultural diversity and promote the comfort and acceptance of consumers from different cultural, racial and/or ethnic backgrounds in the delivery of mandated juvenile justice services.

Indicate your strategies for the specific neighborhoods and communities for which you are applying to establish working relationships with:

- a. Schools
- b. Local courts
- c. Faith organizations
- d. Police
- e. Health care
- f. Mental health
- g. Substance abuse
- h. Child and family advocacy groups
- i. Recreational facilities and resources
- j. Block clubs
- k. Neighborhood organizations
- l. Pre-Employment and Job Training

Include in this section a description of the critical issues for developing community and neighborhood credibility necessary for enabling involvement among key community resources, and establishing partnerships with providers and public agencies.

#### 4. Information Management Capability

- Describe your automated information management capability for:
  - Federal financial reporting, as described in the Handbook.
  - Monitoring and evaluating subcontractors.
  - Outcome monitoring.
  - Using the county's Juvenile Agency Information System.
  - Billing and payments.
  - Consumer satisfaction.
  - Flexibility when changes occur in Information Technology systems including hardware and software changes.
- Include a complete description of your agency's hardware and connectivity capacity.

If your organization has not previously participated with the Juvenile Agency Information System (JAIS), a "test drive" may be arranged by contacting the Purchasing contact.

**4) EXCEPTIONS:** Proposer shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Proposer's proposal, the County will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to any language in the Form of Contract may be rejected as nonresponsive.

**5) SHORTLISTING:** The County may shortlist the Proposers based upon responses to the above items. If necessary, the County will conduct interviews/demonstrations. The County will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluation committee and to clarify their proposals through exhibition and discussion. The County will not reimburse oral presentation costs of any Proposer.

## **SECTION 4 – SAMPLE FORM OF CONTRACT**

### **PROFESSIONAL SERVICES CONTRACT**

**between**

**WAYNE COUNTY**

**and**

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APPENDIX A SCOPE OF SERVICES  
APPENDIX B COMPENSATION

**THIS CONTRACT** is between the County of Wayne, Michigan, a body corporate and Charter county, acting through \_\_\_\_\_ (the "County") and \_\_\_\_\_, a \_\_\_\_\_, Corporation (the "Contractor").

**1. PURPOSE**

**1.01** The Contractor is required to \_\_\_\_\_.

**1.02** The Contractor is experienced and able to perform technical and professional services. The Contractor desires to provide these services for the County=s benefit.

**2. ENGAGEMENT OF CONTRACTOR**

**2.01** The County engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract and consistent with the standard of practice in the community.

**3. SCOPE OF SERVICE**

**3.01** The Contractor must perform the services described in Appendix A in a satisfactory manner, as determined within the discretion of the County. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract.

**3.02** If there is any dispute between the parties regarding the Contract, the parties shall meet and make a good faith effort to resolve the dispute. If the parties are unable to resolve the dispute, the matter shall be submitted to the Purchasing Director to be resolved according to the Procurement Ordinance.

**3.03** The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

**3.04** All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Contract. Neither the County=s review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and remain liable in accordance with the applicable law for all damages to the County caused by the Contractor=s negligent performance or nonperformance of any of the Services furnished under this Contract.

**4. TERM OF CONTRACT**

**4.01** This Contract begins \_\_\_\_\_ and ends \_\_\_\_\_. The Contractor must expediently perform the services to achieve the objectives of this Contract. Upon written agreement, the parties may renew the contract for one year. Any work done prior to the beginning of this Contract shall be at the contractor's own risk.

**5. DATA TO BE FURNISHED CONTRACTOR**

**5.01** Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to do the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

**6. PERSONNEL**

**6.01** To induce the County to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law.

**6.02** The Contractor warrants that all employees of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

**6.03** Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

**6.04** Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior County approval in writing.

**6.05** Employees' daily working hours may be determined by the Contractor. When the employees are working in or about a County facility, Contractor agrees to adjust its employees' daily working hours to be the same as those worked by County employees working at the facility.



**7. ADMINISTRATION**

**7.01** The Contractor must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

**7.02** The Contractor must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Contractor is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

**7.03** The Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

**8. COMPENSATION AND METHOD OF PAYMENT**

**8.01** The County agrees to pay the Contractor at the rates in Appendix B, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in Appendix B. Maximum compensation shall not exceed \$\_\_\_\_\_.

**8.02** The Contractor must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Contract. The County will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

**8.03** The County will pay for the proper performance of the services, commensurate with the progress of the work as evidenced by the timely performance of the services, and after it receives an invoice for payment. The invoice must certify the total cost of the services rendered to the project to date and the cost of all services for that billing period; and must describe the services rendered. If the invoice also requests reimbursement or payment for reimbursable expenses, the appropriate receipts must be attached. The Contractor must sign the invoice and send it to the County for each calendar month. This section is limited by the provisions of Article 8 with regard to the amounts payable for performance.

**8.04** The Contractor must direct invoices to the attention of the individual specified in the Notice provisions, Article 20.

**8.05** The Contractor must submit as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and being signed by an authorized officer of the Contractor.

## **9. PROMPT PAYMENT**

**9.01** If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each such subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract. Unless alternate terms which have a similar purpose and effect are otherwise agreed upon in writing, the Contractor shall make payment within 45 days after delivery or satisfaction of the subcontract, or receipt of a complete invoice therefore, whichever is later. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within 10 days after receipt of the invoice. The 45 day period shall be extended by each day over 5 days which the subcontractor takes to make a correction. If a payment is past due, the Contractor shall pay to the subcontractor an additional amount to be calculated on a daily basis which is equal to an annual rate of interest of 9% (amount overdue X number of days overdue X .000246575). Interest shall not be due if payment is delayed because of a good faith disagreement between the Contractor and the subcontractor regarding contract performance and the dispute is resolved in favor of the Contractor. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the County to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

**10. RECORDS - ACCESS**

**10.01** The Contractor and its subcontractor, must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of 3 years after the Contract's termination and completion.

**10.02** The County and the Legislative Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

**10.03** The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within 10 days of notification by the County.

**10.04** If, as a result of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

**11. RELATIONSHIP OF PARTIES**

**11.01** The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of,

or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to hold the County harmless from any claims, and any related costs or expenses.

**11.02** For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venturer with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

## **12. INSURANCE**

**12.01** The Contractor, at its expense, must maintain during the term of this Contract the following insurance:

- A. Professional liability insurance with minimum limits of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.
- B. Workers' Compensation Insurance which meets Michigan statutory requirements.
- C. Comprehensive General Liability Insurance with minimum limits of bodily injury of \$500,000 per occurrence and \$1 Million Dollars aggregate and with minimum limits for property damage of \$500,000 each occurrence and \$1 Million Dollars aggregate.
- D. Comprehensive Automobile Liability (including hired and non owned vehicles) with minimum limits for bodily injury of \$1 Million Dollars per occurrence and with minimum limits for property damage of \$500,000 per occurrence.

**12.02** If, during the term of this Contract, changed conditions or other pertinent factors, should in the reasonable judgement of the County, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. The insurance must be effected under valid and enforceable policies, issued by recognized, responsible Michigan insurers which are well-rated by national rating organizations.

**12.03** Insurance policies must name the County as an additional insured and loss payee, and must not be canceled or materially changed without at least 30 days prior notice from the Contractor to the County. The

Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least 15 days prior to the expiration dates of expiring policies.

**13. INDEMNIFICATION**

**13.01** The Contractor agrees to save harmless the County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County because of any of the following occurring during the term of this Contract:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

**13.02** The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

**13.03** The Contractor cannot hold the County liable for any personal injury incurred by the employee(s), agents or consultants of the Contractor while working on this Contract which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence of the County or any employee of the County acting within the scope of their employment. The Contractor agrees to hold the County harmless from any such claim by the Contractor's employees.

**13.04** For purposes of these provisions, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

**13.05** This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

**13.06** This indemnity must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

**14. BANKRUPTCY OR INSOLVENCY**

**14.01** If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

- A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.
- B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the County of:
  - (I) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;
  - (ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and
  - (iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the County as to the adequate professional capacity of the Contractor is determinative.
- C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the County that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. '365 is reasonable so long as the trustee or Contractor receives no less than 5 business days' notice.

- D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the County in arranging for the orderly transfer of responsibilities to persons or entities as the County may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

**14.02** Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

## **15. NOTICE OF MATERIAL CHANGES**

**15.01** The Contractor must immediately inform the County of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- A. Reduction or change in staffing assigned to the Contract.
- B. Decrease in, or cancellation of, insurance coverage.
- C. Delinquent payment, or nonpayment, of tax obligations.
- D. Delinquent payment, or nonpayment, of payroll obligations.
- E. Delinquent funding, or nonfunding, of pension or profit sharing plans.
- F. Delinquent payment, or nonpayment, of subcontractors.
- G. Termination of, or changes in, subcontracts.
- H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

## **16. TERMINATION**

**16.01** The County may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the County will pay the Contractor for the services rendered prior to termination, as soon as can be

authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Contract is satisfied. The parties agree that no payments under this section will exceed the amount payable under Article 8.

**16.02** The County may terminate this Contract because the Contractor has failed to comply with any of the material terms and conditions of this Contractor or has deliberately failed without good cause to perform according to the specifications or within the time limit provided in this Contract. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Contractor shall be liable to the County for any costs to obtain and transition similar services, provided the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Contract. Such expenses shall be deducted from any monies due or which may become due the Contractor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties. All excess reprourement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

**16.03** After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all



pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.

- D. Submit within 30 days a final report of receipts and expenditures of funds relating to this Contract.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within 30 days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

**16.04** Upon termination of this Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract must, at the option of the County, become its exclusive property, whether or not in the possession of the Contractor. The Records are free from any claim or retention of rights on the part of the Contractor except as specifically provided. The County must return all the properties of the Contractor to it.

**16.05** Any intentional failure or delay by the Contractor to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Contractor will pay the County \$500.00 per day as liquidated damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Contractor consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

**16.06** Access to the records prior to delivery must be restricted to authorized representatives of the County and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

**16.07** In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

## **17. ETHICS IN CONTRACTING**

**17.01** The Contractor must comply with Article 12 of Chapter 120 of the Wayne County Code governing Ethics in Public Contracting.

**17.02** Contractor's material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Contract, sufficient to warrant immediate termination and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Contract as of the date of termination.

**17.03** If the County determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further County contracts for up to three (3) years.

**17.04** If the contract price is in excess of \$20,000 , or the terms thereof require the approval of the Wayne County Commission, and the Contractor knowingly collaborate in or induces a violation of any of the ethical standards that are set forth in sections 120-223, 120-224, 120-225, 120-228, 120-229, 120-230, 120-231 or 120-233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:

- A. Immediately terminate the Contract and require the Contractor to pay the County liquidated damages, and not a penalty of 15% of the total Contract compensation;
- B. Debar or suspend the Contractor from consideration from competing for further County contracts; or
- C. Recover the value transferred or received in breach of the ethical standards by a County employee or other person.

**18. NONDISCRIMINATION PRACTICES**

**18.01** The Contractor must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. " 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. '6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. '794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. '12101 et. seq.) and its associated regulations.

- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
- G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. Contractor shall promptly give notice of any such provisions to County during the term of the Contract.

**18.02** The Contractor must not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Article XI of the Wayne County Code, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of perspective employees. Contractor also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

**18.03** The Contractor must notify any subcontractor of the obligations relative to non-discrimination under this Contract when soliciting the subcontractor. The Contractor shall include the provisions of this Article in any subcontract, as well as provide the County with a copy of any subcontract agreement.

**18.04** The Contractor and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

**18.05** Breach of any of the covenants in this Article may be regarded as a material breach of this Contract.

**18.06** If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
- B. Cancellation, termination or suspension of this Contract, in whole or in part;
- C. Disqualification from bidding on future contractors for a period of no more than 3 years;
- D. Referral to Corporation counsel for consideration of injunction, liquidated damages or other

remedies; and/or

E. Because of the impracticable ability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Purchasing Director, in consultation with the Director of Human Relations and Corporation Counsel. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance shall be paid by the Contractor.

**18.07** If the Contract is funded, in whole or in part, by federal funds:

- A. Contractor's breach of the affirmative action commitments set forth in this Article constitutes a material breach of the Contract sufficient to warrant termination and the imposition of liquidated damages as set forth above, based upon the decision of the Director of Human Relations;
- B. Contractor must provide immediate notice to the County's Chief Executive Officer, the Director of Human Relations, and the Wayne County Commission when a subcontractor who was part of the

Contractor's affirmative action commitment is terminated or substantially displaced by a subcontractor who does not qualify as a disadvantaged business enterprise, as that term is defined in section 120-251 of the Wayne County Code; and

- C. Contractor must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination, which is determined by the Division of Human Relations to be appropriate for that purpose, provided the County has been authorized by the funding source to require such an affirmative action commitment from the Contractor.

**18.08** In the event that this Contract is or becomes subject to federal or state law which conflicts with the requirements Article XI of the Wayne County Code, the provisions of the federal or state law shall apply and the Contract shall be interpreted and enforced accordingly.

**19. PAYMENT OF LIVING WAGE**

**19.01** The Contractor must pay its work force a living Wage, as defined Section 120-65 of the Procurement Ordinance for the term of the Contract. The Contractor must post a notice of this requirement in its work place; which notice must state that if the Contractor has failed to comply with the requirements of this Article, an employee may file a notice of noncompliance upon the Compliance Manager. If an employee of the Contractor files a complaint with the Compliance Manager, the Compliance manager shall notify the Contractor to submit proof of compliance within 30 days. Failure of the Contractor to do so shall be grounds for termination of this Contract.

**19.02** If the Contractor does not comply with the Living Wage provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Because of the impracticable ability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of \$50.00 per day, for each day that the Contractor shall fail to comply with said requirements;
- B. Termination of the Contract, if the Contractor failure to rectify the non-compliance within thirty (30) days from the date of notice of the determination of noncompliance;
- C. Requiring the Contractor to pay to the employee affected the amount of the deficiency, for each day the violation continues;

- D. Withholding of payments to the Contractor under this Contract in amounts necessary to effectuate the payments;
- E. Refusal to accept any bids or grant applications or requests for a period of five (5) years if the Contractor has failed on two (2) separate occasions to comply with this Article during the previous five (5) year period.

**19.03** If the auditor determines that the Contractor has violated the Living Wage Ordinance, the County may immediately terminate the Contract and debar the Contractor from bidding on or entering into any contract with the County or from receiving any financial assistance from the County for a period of five years.

**19.04** Upon execution of this Contract, the Contractor shall file with the County a signed affidavit stating that all employees working under the Contract meet the requirements of the ordinance and shall continue to meet the requirements of this ordinance for the life of the Contract. The affidavit must be signed by the business owner or another designated representative of the Contractor. The Contractor shall maintain payroll records for all employees and shall preserve them for a period of at least four (4) years. The Contractor shall permit access to job sites and relevant payroll records for authorized County representatives for the purpose of monitoring compliance, investigating employee complaints of non-compliance, and evaluating the operation and effects of the ordinance. In addition to any other sanctions set forth herein, a Contractor who fails to submit documents, declarations or information required to demonstrate compliance shall be deemed by the auditor to be noncompliant or non responsive and shall have Contract payments denied or suspended until compliance is demonstrated.

**20. NOTICES**

**20.01** All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

If to the County:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**20.02** All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

**20.03** Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

**21. JURISDICTION AND LAW**

**21.01** This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the County because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

**22. CONFIDENTIAL INFORMATION**

**22.01** If the County discloses confidential information to the Contractor's employees pertaining to the County's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person as a result of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the County.

**22.02** The Contractor agrees to take appropriate action with respect to its employees to insure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

**23. CHANGES IN SCOPE/SERVICE**

**23.01** County may request changes to the scope of Services to be furnished or performed by the Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification .

**23.02** Contractor acknowledges that any change in the Contract price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.

**23.03** Any adjustment in the Contract price shall be computed in the manner as the parties may agree. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided the County promptly and duly makes provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the required Services under protest, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

**23.04** No action, conduct, omission, prior failure or course of dealing by the County shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the County and the Contractor. Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Contract. If the change is a Change Order, it must be signed by an authorized representative of the County.

**24. MISCELLANEOUS**

**24.01** The Contractor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

**24.02** Articles 13, 19, and 20 survive termination of the Contract.

**24.03** All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

**24.04** If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Contractor.

**24.05** Neither party is responsible for force majeure events. If there is a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.



**24.06** Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

**24.07** The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

**24.08** As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

**24.09** The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Contractor. The Contractor must defend the claim in the name of the County, at the Contractor's expense. The Contractor must indemnify the County against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

**24.10** The Contractor must comply with and must require its employees to comply with all applicable laws and regulations. The Contractor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

**24.11** No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

**24.12** If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

**24.13** This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

**24.14** The Contractor must not assign this Contract, nor any part, or subcontract any of the work or services to be performed without the County's prior written approval.

**25. AUTHORIZATION AND CAPABILITY**

**25.01** The Contractor warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

**25.02** This Contract is effective only upon review and approval by the Wayne County Commission.

**26. SIGNATURE**

**26.01** The County and the Contractor, by their authorized officers and representatives have executed this Contract.

**CONTRACTOR**

**COUNTY OF WAYNE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ROBERT FICANO  
Its: COUNTY EXECUTIVE

189937  
Rev1/23/07

## **SECTION 5 - REQUIRED FORMS**

- (1) Proposal Form
- (2) Price Sheet
- (3) Business Information Questionnaire Form,
- (4) Ethics in Contracting Vendor Form,
- (5) Living Wage Ordinance,
- (6) Slavery Era Disclosure Form,
- (7) Subcontractor Form,
- (8) Fair Employment Practices (FEP) Form or a current FEP certificate,

***Forms 5 through 8 are included in Attachment A***

## PROPOSAL FORM

**Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.**

**TO: WAYNE COUNTY:**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

**ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Information to Proposers, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**OBLIGATION:**

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Proposer represents that: 1) the Proposer is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Proposer will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

**NONCOLLUSION:**

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

**PERFORMANCE GUARANTEE:**

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

**SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

**No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:**

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

**Authorized Signer:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID

**For clarification of this offer, contact:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Contract Negotiation Contact:**

Name: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Acknowledged before me by \_\_\_\_\_ (name) as \_\_\_\_\_ (title)  
of \_\_\_\_\_ (company) this \_\_\_\_ (day) of \_\_\_\_\_, 200\_\_.

Notary Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Affix Seal

## PRICE SHEET

**Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.**

Separate pricing requirements will be required for juveniles on probation status and those in state ward commitment status. See JJSH Item 300.1 for detailed information on the legal base for juvenile justice services.

1. Specify pricing options for juveniles in **probation status**:

*Juveniles in probation status are eligible for home-based services. They are not eligible for out-of-home placement (exceptions described in JJSH). Pricing should be proposed based on the provision of case management and home-based services.*

- a. Single-rate capitation per probation youth, per day of CMO enrollment = \$\_\_\_\_\_.  
*Specify the proposed daily rate that is inclusive of case management, administrative services and all covered home and community-based services (without differentiation for the intensity of face-to-face contacts with the juvenile).*
- b. Case Management only per probation youth, per day of CMO enrollment:  
  
One face-to-face contact per week = \$\_\_\_\_\_ per day - based on a worker-to-client caseload ratio of \_\_\_\_\_ (Worker) to \_\_\_\_\_ (Clients).
- c. Service Encounters per unit/session of service for probation youth = \$\_\_\_\_\_.  
*"Encounter-Based" probation means that the CMO receives a per diem for case management only (see above) for the duration of active CMO enrollment and separate compensation per unit of service provided to the juvenile and family. Examples of Service Encounters include home-based counseling, parent education, out patient substance abuse therapy, parent management training, family therapy, etc. The frequency and types of services would be based on the juvenile's assessed needs and requirements in the Court Order. Low needs could equate to one service encounter per week and high need could equate to two or three encounters per week. Encounter services could be provided directly by the CMO or through subcontracted vendors.*
- d. Specify any sustainable donated funds for deposit to the County's Child Care Fund (CCF) that have been applied to reduce the proposed compensation rate for juveniles on probation = \$\_\_\_\_\_ (annual average amount of donation for duration of contract).
- e. Specify any sustainable In-Kind funds/services/resources that have been applied to reduce the proposed compensation rate for juveniles on probation = \$\_\_\_\_\_ (annual average calculated dollar value of in-kind services for duration of contract).
- f. Optional CMO proposed payment method for juveniles on probation status.
  - The Proposer may propose a compensation schedule/methodology other than the options required by the RFP.

2. Specify pricing options for juveniles in **state ward commitment status**:

- a. Specify a Rate-Band compensation that includes a differential price for each level of care per youth, per day, that is inclusive of case management, administrative services and all covered client services:

| Level of Care                               | Rate-Band Price Per Day |
|---|-------------------------|
| Open, Non-Secure Residential (3)            |                         |
| Secure Residential (3)                      |                         |
| Supervised Independent Living (1)           |                         |
| Specialty Behavioral Health Residential (3) |                         |
| Re-Entry to Community-Based (1)             |                         |
| Case Management Only (2)                    |                         |

(1) Refer to JJSH Handbook, Item 600.6 for a description of required elements.

(2) A case management only rate will be paid when the CMO arranges for required covered services to be provided and paid for by a third party. The Proposer must specify a price to provide case management on a daily basis when an enrolled juvenile receives covered services by a Third Party at no cost to the CMO.

(3) Refer to JJSH Handbook, Items 600.9 and 800.1 for a description of required elements.

- b. Single-rate capitation per youth, per day of CMO enrollment = \$\_\_\_\_\_.  
*Specify the proposed single daily rate that is inclusive of case management, administrative services and all covered community-based services, out-of-home placements and transition services. For example, a Proposer may propose to provide required services at a single-rate capitation of \$100.00 per day of active CMO enrollment. For example, juveniles enrolled for the entire month of May the CMO would produce \$3,100 of reimbursement for each juvenile.*
- c. Flat-Rate Administrative Rate per day, per youth in out-of-home placement = \$ \_\_\_\_\_.  
*The CCF requires that the county and its vendors adhere to state rate setting when contracting for residential services. The Proposer must provide a flat fee rate that includes case management and administrative services for juveniles in placements where the state DHS has set a per diem rate. The CMO will be reimbursed based on the state defined rate plus the flat rate fee rate per day, per youth (in residential placement).*
- d. Covered Services Provided By a Third Party Vendor. Specify and explain any partnership arrangements or contracts with vendors that will provide for the delivery of covered services for juveniles in state ward commitment status. The Proposer must include an estimated number of enrollment days per contract year that will be paid for by a Third Party for juveniles in state ward commitment status \_\_\_\_\_.  
*When a Third Party funds covered services the CMO will receive Case Management Only compensation (see C. 2. (a) above). An example of Third Party funding for covered services might include arrangements for SEMCA to pay the cost of an in-patient substance abuse treatment placement.*
- e. Specify any sustainable In-Kind funds/services/resources that have been applied to reduce proposed pricing for state ward services: \$\_\_\_\_\_ (annual average calculated dollar value of in-kind services for duration of contract).
- f. Specify any sustainable donated funds for deposit to the County's Child Care Fund (CCF) that have been applied to reduce proposed pricing for state ward services: = \$\_\_\_\_\_ (annual average calculated dollar value of donation for duration of contract).
- g. Optional CMO proposed payment method for juveniles in state ward commitment status.

The Proposer may submit a payment methodology other than the options required by the RFP.

## BUSINESS INFORMATION QUESTIONNAIRE

**Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without further evaluation.**

NAME OF COMPANY \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FORM OF OWNERSHIP (Check One)

Corporation

State of Incorporation/Registration \_\_\_\_\_

Date of Incorporation/Registration \_\_\_\_\_

LLC

Joint Venture

Partnership: If Partnership, select one of the following:  Limited or  General

Individual

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

| Name  | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

| Name  | Other Than Proposer Directorship |
|-------|----------------------------------|
| _____ | _____                            |
| _____ | _____                            |
| _____ | _____                            |
| _____ | _____                            |
| _____ | _____                            |



ADDITIONAL INFORMATION REQUIRED BY THE COUNTY

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

| <u>Name</u> | <u>Address</u> |
|-------------|----------------|
| _____       | _____          |
| _____       | _____          |
| _____       | _____          |
| _____       | _____          |

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with Wayne County, or with any of its Commissioners or officers.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

\_\_\_\_\_

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

\_\_\_\_\_  
(Name of Company)

By \_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Title)

**ETHICS IN CONTRACTING VENDOR FORM**  
**(DISCLOSURE OF RELATIONSHIPS WITH COUNTY CONTRACT MANAGERS BY OWNERS AND OFFICERS OF BUSINESS SUBMITTING QUOTE)**

**Failure to complete this form may result in your Response being deemed non-responsive and rejected without further evaluation.**

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- Please fill out this form to the best of your knowledge and belief.
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- You are not required to question family members beyond what you already know of their affairs.
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Are you an immediate family member of a County employee?     YES     NO

If Yes:                      Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
   Department: \_\_\_\_\_ Title: \_\_\_\_\_

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months? ?     YES     NO

If Yes:                      Name: \_\_\_\_\_  
   Department: \_\_\_\_\_ Title: \_\_\_\_\_

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months? ?     YES     NO

If Yes:                      Name of Contract Manager: \_\_\_\_\_  
   Department: \_\_\_\_\_ Title: \_\_\_\_\_

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures?     YES     NO

If Yes:                      Name of Contract Manager: \_\_\_\_\_  
   Department: \_\_\_\_\_ Title: \_\_\_\_\_

## ETHICS CERTIFICATION

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Tax ID #: \_\_\_\_\_

## ETHICS DEFINITIONS

### **Contract Manager**

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

### **Immediate Family**

Your spouse, children, parents, brothers and sisters.

### **Substantial Financial Interest**

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

## **ATTACHMENT A - ADDITIONAL REQUIRED FORMS**

**Failure to complete these forms may result in your Response being deemed non-responsive and rejected without further evaluation.**

**See the attached packet that includes the following Additional Required Forms:**

- Living Wage Ordinance,
- Slavery Era Disclosure Form,
- Subcontractor Form,
- Fair Employment Practices (FEP) Form or a current FEP certificate,

17-Page Form Packet Follows

**ATTACHMENT B**  
**Scope of Work**  
**Care Management Organization (CMO) RFP**  
**10/1/09 – 9/30/14**

**1. WAYNE COUNTY'S AUTHORITY FOR JUVENILE JUSTICE SERVICES**

**Wayne County, through its Department of Children and Family Services, will retain ultimate authority and control over its system of juvenile services. The provision of covered services by a CMO shall not constitute a delegation of authority and control over the system of juvenile services by Wayne County to a CMO.**

**2. FACILITY**

The Contractor shall provide the facility (building), and all associated expenses, for the CMO. The bidder will provide supplies, equipment and other materials necessary to fulfill the specifications of the Proposer's proposal. All applicable laws, ordinances, and licensing requirements must be met for any facility or facilities owned or used by the contractor or any subcontractor. The facility housing the CMO must be physically located within the geographical boundaries of the authorized service delivery area.

**3. INSOLVENCY PROTECTIONS AND FINANCIAL RISK MANAGEMENT**

- A. An organization/agency that receives a contract award to become a CMO will be required to purchase a performance bond/line of credit in the amount of one month's billings or \$1,000,000.00 whichever is less and name Wayne County as the sole beneficiary of said performance bond/line of credit. The performance bond/line of credit will only be utilized by Wayne County in the event of insolvency of the CMO.
- B. Wayne County will pay a CMO monthly, as outlined in the Handbook. In return, the Contractor will assume responsibility for managing the juvenile justice service needs and care of enrolled youth whose placement and care is under the administration of the Department of Children and Family Services. Services and care are those activities and responsibilities defined in the Juvenile Justice Services Handbook. The CMO assumes total risk for financial liability for all juvenile justice services that are to be provided within the capitation rate. The Contractor may use County payments to provide services beyond those defined in the Handbook, as long as all of an enrolled juvenile's needs for required services, including court ordered requirements are met within the scheduled payment rate. The CMO will be financially responsible for covering all the costs of out-of-home care when placement is necessary and/or ordered by the court.
- C. In order to manage risks, a CMO contractor may:
- Appropriately move youth to more cost-effective services and levels of care.
  - Contain the utilization of high cost services by restricting the duration of the intervention, i.e. length of stay in out-of-home placement.
  - Create collaborative agreements with other local agencies and organizations not to shift costs of care, but to share costs for appropriate juvenile justice services for eligible youth.
  - Create a risk pool through the use of "saved" funds, to help shelter the CMO Contractor from risk of financial losses in the event of unexpected fluctuations in utilization of services.
  - Arrange for the delivery and/or payment of court covered services (including court ordered services) from a Third Party Vendor. The CMO must identify Third Party Vendors as sub-contractors and must provide assurance that the organization possesses the skill set and competency to provide covered services.
- D. The contractor's discretion to control costs shall be restricted, subject to specific provisions in the court order for each juvenile that is referred to (Probation) or Committed (State Ward) to DHS and Wayne County.
- E. A CMO will assume responsibility for the organization, enhancement and coordination of juvenile justice services. Every CMO will participate in a total risk, Care Management Organization. Risk must be managed within the specific scope of services and performance requirements delineated in the RFP, Handbook and contract. Each selected Contractor must have, either in-house or through subcontractor agreements, management tools, including, but not limited to, Information Technology (IT) capacity and business

management systems to provide the infrastructure to demonstrate the capability to perform the administrative, financial and data processing functions of case management, subcontracting, billing, managing information and quality assurance.

#### **4. CMO SERVICE DELIVERY AREA**

- A. The Contractor will be required to adhere to the Department's policies and procedures in the Juvenile Justice Services Handbook.
- B. Wayne County will retain the right to change a CMO Service Delivery Area at the end of each year of the Contract with the CMO and to reassign effected areas/cases to another CMO under contract with Wayne County.
- C. The CMO caseload as of October 1, 2008 is presented in Attachment C to this RFP.
- D. Wayne County may at some point in time identify a discrete population of juveniles to be served outside of this CMO process. Those juveniles, once identified, may be assigned to a different contractor. For example, prevention and diversion to youth at-risk of removal from home may be served outside of the CMO system. CMOs may be required to provide services to at-risk youth at the discretion of Wayne County.
- E. Wayne County also may at some point assign a juvenile or juveniles to a CMO or other service provider different than the CMO assigned to that particular Service Delivery Area. This may be due to the particularized needs of the juvenile, the particularized needs of Wayne County, or some other reason. It is not expected that this would occur with frequency.

#### **5. JUVENILE JUSTICE SERVICES HANDBOOK (JJSH)**

- A. The JJSH defines minimum requirements for service delivery and standard operating policy and procedure. A CMO Contractor will be required to adhere to requirements in the JJSH. In formulating a response to this RFP, these requirements must be addressed as they relate to staffing capacity, training, agency infrastructure, work plan, implementation capability and Proposer's proposed cost schedule.
- B. The Handbook is an integral part of this RFP. Reference to the RFP also includes those requirements in the JJSH. Use of the terms Handbook or JJSH in this RFP means the Juvenile Justice Services Handbook. Terminology, acronyms and descriptions of service types that apply to Covered Services, are defined and explained in the Handbook.

**C. Proposers may access the JJSH publication at the Wayne County Web Site ([waynecounty.com](http://waynecounty.com)).**

#### **6. A JUVENILE ASSESSMENT CENTER CANNOT BE A CMO**

An agency that has a contract with Wayne County to be a Juvenile Assessment Center will not enter into a contract to operate a CMO.

#### **7. NO INTEREST IN A JUVENILE ASSESSMENT CENTER**

Agencies or organizations, or owners, shareholders, directors, officers, employees, or investors (or members of their immediate family including spouses, parents, and siblings) of agencies or organizations operating a CMO shall not have any corporate, directorial, financial, programmatic, contractual (excepting a CMO as performing under the terms of this proposal) or other interest in a Juvenile Assessment Center or a parent company of a Juvenile Assessment Center contracting with Wayne County. There shall be a continuing duty to immediately disclose any situation under this section that shall arise during the period of the contracted services to the Director of the Department of Children and Family Services.

#### **8. JUVENILE AGENCY INFORMATION SYSTEM**

- A. A CMO is responsible for recording the status of each juvenile on the Wayne County Children and Family Services, Juvenile Agency Information System (JAIS). For purposes of this RFP, JAIS will be used to identify the Department's current system or any successor technology used. The JAIS is a fully web-enabled system, allowing access by users, with appropriate clearance, via either a modem or network using an internet browser. The case manager (or contract provider, at the discretion of the CMO) can record information related to the provision of direct services on this system. When a CMO provides case management and direct services, the CMO must comply with all applicable data entry requirements.
- B. The CMO must ensure the availability of sufficient staff, hardware, and internet accessibility in order to record data essential to timely and accurate tracking of a youth's status.

## 9. ADMINISTRATIVE SERVICES CAPACITY AND SUBCONTRACTING

- A. The Proposer must have the necessary capacity to manage a complex network of community-based and residential providers and perform necessary administrative support functions such as: contracting, quality assurance, payments, complaint investigations, written annual evaluations for submission to the county.
- B. CMO Subcontractors Subject to Prior Approval by Wayne County

A CMO subcontractor is subject to the prior approval of Wayne County through the Department of Children and Family Services. Before the CMO enters into a subcontract for the provision of required covered services, the name, identification, location, scope of service(s), credentials, experience, capacity, licensure status (if applicable) members of the Board of Directors, officers of the company, shareholders (if any) and assessment of the vendor's competency must be submitted to the CAFS. Upon implementation of this Contract the above requirement must be met on or before November 15, 2009. Thereafter, additions must be processed to WC-CAFS for prior approval.

- C. Subcontract Providers Must Be Registered on Wayne County's Information System

CMO participating or subcontracted providers must be recorded on JAIS. The registration form must include all the specified information. When any of the terms or conditions of a contract are modified, a revised Provider Registration must be submitted to CAFS by the CMO. Failure by the CMO to properly register a subcontractor on JAIS could result in disallowance of capitation payment (if there is a payment invoice for a provider that is not registered on JAIS).

- D. Required Provisions for CMO Contracts with Providers

The Proposer will be required to incorporate the requirements of this section in contracts with providers. The standard master contract that the CMO will use for subcontracting must be reviewed by the Department prior to execution. The provider contract must include the following minimum provisions:

- Wayne County shall not be liable for payments to CMO subcontractors or to other providers for covered services. The provision must be included in all CMO contracts with participating providers.
- Require subcontractors to implement and adhere to applicable policies and procedures in the Handbook.
- Wayne County retains the authority and option to change or impose new conditions and requirements on the CMO for subcontracting at any time.
- Security level definitions in the Handbook must be adhered to by the CMO for authorization of a provider's security level(s). A CMO's certification of a provider's security level is subject to audit review by the CAFS. The subcontract must contain a provision that the definition and elements of security levels can be modified at any time at the sole discretion of Wayne County.
- Wayne County must be granted access to clients, staff, case records, and such other documentation that may be deemed necessary to conduct fiscal and program audits, complaint investigations or other reviews. Such audits may be scheduled or unscheduled.
- In the event that the CAFS renders a determination that the best interests of a juvenile are not being served by the assigned provider, the Director of the CAFS, at his/her sole discretion, may require the CMO to reassign the juvenile to another provider.

- Residential providers contracted for the delivery of specialty treatment services (i.e., substance abuse, mental health, and sex offender) may be subject to licensure and/or certification from a recognized body or authority. Certification must be specific to the service unit for which the CMO contracts (i.e., CARF, JCAHO, etc.). When there is such a requirement the CMO shall retain documentation that the provider is in compliance.
  - When a CMO contracts for a specialty service and the provider does not possess required certification, the contract should specify a time period during which the provider will obtain certification, accreditation, or licensure for the specific service unit.
- The CMO must notify each subcontractor that the CMO is required by Wayne County to conduct an annual quality assurance and performance evaluation. The annual assessment must, at a minimum include: number of youth served, demographic analysis, average length of stay, type of service delivered, licensure status (if applicable), recidivism rates following release and status of outcomes (positive, negative, escape, escalation). There must be a written evaluation specific to each subcontractor. A copy of the qualitative and quantitative evaluation of each subcontractor must be provided to CAFS by the CMO on or before March 31, 2010 and thereafter by January 31 of each contract year.

#### E. Quality Management/Improvement System

- Annual Quality Management Plan

The Proposer will be required to develop and adhere to a Quality Assurance Management plan, demonstrating a system capable of supporting ongoing monitoring and improvement of juvenile justice services. The QA plan should reference acknowledged standards that guided the development of the QA plan, i.e., CWLA, COA, etc. The CMO must demonstrate capacity to provide continuous monitoring, feedback, evaluation and improvement of the activities and processes defined in the Handbook. The plan should cover the period defined by the County's fiscal year.

- Licensure and Certification Requirements

All applicable licensing requirements must be met, including requirements for any facility or facilities owned or used by the contractor or any subcontractor. The Contractor, through the CMO's credentialing process, must retain documentation of licensure or certification for all subcontract providers. Licensure and certification status of the CMO and subcontractor network must be reported to CAFS annually and documentation must be made available to Wayne County annually and upon request.

- Utilization Management

CMOs will insure that established and accepted practice standards and CAFS policies are adhered to in all programming under their direction. There shall be written utilization management policies and procedures that include protocols for covered services, policies and procedures that are required by CAFS. As part of its utilization management function, the CMO must have a process to identify both over and under utilization problems, undertake corrective action and follow up. As the court order and discretion permits, the CMO will utilize the lowest level of care that is appropriate to a juvenile's risk management.

- Quality Management Process and Outcomes

The CMO must submit an annual Quality Assurance written report to CAFS. The QA report must include an assessment of the CMO's progress in the performance of the activities and events defined in the agency's Annual Quality Improvement Plan and the Handbook. The self-assessment report is due to CAFS in conjunction with the required CMO Annual Report.



- The CMO QA process should include a methodology to survey consumers, customers and partners and report their satisfaction with the CMO. Surveys should be solicited from court employees, jurists, DHS, detention staff, subcontract providers, etc. Findings should be incorporated into the CMO's Annual Program Report and program improvement plan.
- CMO Responsible for Writing Annual (Self) Report

The Proposer shall have the capacity to provide CAFS with written Annual Reports. The reporting period is defined as October through September. The report must adhere to the format defined by CAFS (see below for an example format – the actual format may be different). The report is due 45 calendar days after the end of the reporting period. The report format and contents may be amended at the option of Wayne County.

| Reporting Factor                    | Process Measures and Outcomes  |
|-------------------------------------|--|
| Case Planning and Record Management | Performance on audits to evaluate quantitative compliance with case documentation requirements, as defined in the Handbook and quality of case planning based on assessment of a juvenile's needs. This includes compliance with federal financial reporting requirements. This factor includes an assessment of the relationship between a youth's assessed needs and the extent to which the services provided matched those needs.  |
| County Information System           | Performance to record the status of every juvenile on the automated information system, according to time frames and accuracy standards.   |
| Staff Training                      | Achievement of the Contractor's annual training program to introduce, strengthen and improve worker skills and competencies in such areas as: case management, family services, resource utilization, court services etc   |
| Policy Compliance                   | Performance on policy and procedure audits to assess adherence to standards defined in the Handbook.   |
| Utilization Management              | Assessment of Contractor's utilization of resources (levels of care) and adherence to utilization standards. This will include an evaluation of the duration of enrollment and length of stay data for different levels of care.   |
| Financial Management                | Assessment of the Contractor's performance on financial audits, submission of annual Audited Financial Statements and financial reporting as required. Note that the CMOs financial report is due to WC-CFS on a quarterly basis.  |
| Quality Management Plan             | Assessment of the Contractor's implementation and adherence to its annual quality assurance and improvement plan, as required by Appendix A (Section XV). There must also be an assessment of the agency's implementation and adherence to any Corrective Action Plans undertaken during the covered reporting period and the number of performance exceptions for escapes, felony arrests and detention length-of-stay standards. The report must include a summary of complaints, investigation outcomes and program improvement plan to prevent reoccurrence. |
| Educational Action Plan             | Assessment of educational planning and accomplishments.  |
| Program Performance Objectives      | Assessment of the Contractor's achievement of defined program performance objectives, as defined at the option of CAFS.  |
| Statistic Data Trends               | Data should be presented in the following format: 1. Reporting Period, 2. Year-to-Date 3. Cumulative for entire period that the contractor has been a CMO. Data must be sorted for At-Risk, Probation and Committed cases. Data must include age/gender of youth served, new case assignments by legal type, discharges, demographic profile, level of care utilization, etc   |
| Managing for Results                | Enter "Program Performance Data" for reporting elements in the Department's MFR plan.  |
| Outcomes                            | Data must be presented that measures and describes the achievement of outcomes such as recidivism, escalations from initial level of care, substance use, academic gains and customer satisfaction. The CMO is expected to work in collaboration with the JAC to obtain this data. Also see XV. B. 3.  |

The Annual Report must describe how the CMO will measure and report outcomes and make internal adjustments to improve the achievement of outcomes. At a minimum, the plan must address the following outcomes and provide statistical data:

- Academic performance and achievement
- Abstinence from drugs and alcohol
- Employment
- Customer satisfaction

- Stakeholder satisfaction
- Escalations in level of care following initial assignment to the CMO
- Escapes (Resolved, Unresolved, Never Truant)
- Length of stay in detention
- New felony convictions during enrollment
- New felony conviction following termination from the CMO
- Ratio of in-home care to out-of-home placements
- Other outcomes as defined by the CMO

The CMO will be expected to cooperate with the JAC and make juveniles available for required outcome evaluations. WC-CAFS will provide the Contractor with a format to use for reporting annual outcomes.

- Performance Objectives

The Proposer must possess the capacity to report to the Department performance on “annual performance objectives.” The Department will update and release performance objectives each year. The CMO will be required to file performance reports in the format and timeframes defined by the Department.

- Managing for Results

The Proposer will be required to participate in the county’s MFR initiative. MFR is a comprehensive and integrated management system that focuses on achieving results for the customer and makes it possible for governmental departments to demonstrate accountability. Strategic planning, budgeting are aligned in a unified, cyclical process through MFR. The CMO will be required to submit MFR performance data to the Department on a monthly basis.

- Crisis Support

The Proposer will be required to maintain the administrative capacity to provide services, as specified in the Court Order and Plan of Care, for each child and his/her family, accepted for care, 24 hours a day, 365/6 days a year. The CMO shall provide for an on-call person and response system, as defined in the Handbook (i.e. 24/7).

- Participation in County Sponsored Training

A CMO must participate in any training required by CAFS (and require any subcontractors to do the same). This includes scheduled and unscheduled training events.

## 10. FINANCIAL REPORTING

- A. The Proposer must account separately (from other funding sources) and individually (client) for the receipt and expenditure of funds received under this Contract. The CMO must provide Wayne County, through CAFS, with quarterly financial statements/reports. The statements are due to Wayne County within 30 calendar days of the close of the quarterly reporting period. At a minimum, the report shall contain the following:

- Reimbursement received from Wayne County for the report period
- Reimbursement received from Wayne County for year-to-date, as of the end of the reporting period
- CMOs expenses for responsibilities defined in the Contract
- Comparison of expenses to revenues and estimates for the balance of the fiscal year
- Reimbursement from other fund sources that were applied to pay for services covered under this RFP
- Dollar value of covered services provided by a Third Party Vendor
- Detail for the following expenses and days-of-care for the reporting period and County fiscal year-to-date:
  - Community-based services (non-residential)
  - Independent living, supervised independent living
  - Foster care, treatment foster care
  - Residential care (longitudinal treatment)
  - Detention (Separately for residential and in-home)

- Case management
- Administrative services
- Other expenses

B. The Proposer must cooperate with Wayne County with any fiscal audit of the CMO. The scope of any audit will be limited to those services provided under the terms of the Contract between Wayne County and the CMO. Proposer will be responsible for any audit exception or other payment irregularity in the program covered by this Contract, and all subcontracts, which is found as a result of monitoring or audit.

## 11. CASE MANAGEMENT

A. Case management is the process through which the CMO provides, assesses, manages, advocates, negotiates, coordinates, contracts for, reports on and monitors necessary services and resources to fulfill the Plan of Care for delinquent and at-risk juveniles and their families. The capitation payment schedule is inclusive of case management.

B. Coordination of Services

The case manager is primarily responsible for the overall coordination of effective juvenile justice services. Case Management services must be provided for each enrolled eligible juvenile as defined in the Handbook.

C. Caseload Ratios

Caseload ratios shall be differentially weighted for juveniles residing at home (relative, guardian) and those placed in residential care. Lower, more intensive caseload ratios will be assigned to community-based living arrangements. Higher case manager-to-youth ratios shall be applied to juveniles residing in residential care. The Wayne County Department of Children and Family Services must approve exceptions to this specification.

D. Case Management Work Load Ratios and Contact Standards

The CMO must develop case management contact standards for juveniles in community-based and residential care; consistent with the format specified in the Handbook. Juveniles in out-of-home care must receive a face-to-face contact each month. Juveniles on Probation status with a CMO must receive one face-to-face contact per week. The contact may be provided by the CMO Case Manager, Youth Assistance Program (YAP) or other subcontract or community-based provider. All contacts must be documented in JAIS by the person who made the contact.

- CMOs may establish blended or weighted caseloads (i.e., in-home cases count more than out-of-home cases per worker allocation); subject to DHS' approval of Wayne County's Annual Child Care Plan and Budget.
- A CMO's caseload allocation plan must comply with Child Care Fund requirements.

E. Waiver Cases

The CMO is responsible for complying with Case Management and reporting requirements applicable to waiver cases (see Handbook for detail).

F. Educational Requirements for Case Managers

- Minimum: A bachelor's degree in the human service field, with a major in social work, sociology, psychology or guidance and counseling. At least two years working with the eligible population, or;
- Preferred: A master's degree in the human service field, with a major in social work, sociology, psychology or guidance and counseling, with at least one year of experience working with the eligible population.
- Variance from these requirements is subject to the prior written approval of CAFS.
  - Protective Services and Criminal Records Clearance

CMO will be required to develop and adhere to policy and procedure to insure that all current and prospective employees have been properly screened for a criminal record and/or child abuse. It is essential to screen employment and volunteer candidates for substantiated child abuse or neglect on the state's Central Registry.

o Employee Background Checks

The screening of potential employees and volunteers is a critical step in ensuring the safety of youth to be served by CMOs and their participating providers. Pre-employment checks must be used, and should include criminal background checks obtained through federal, state and local law enforcement agencies. Criminal background checks should be carried out with adequate protections for confidentiality and an individual's civil rights.

G. Transportation

The CMO is responsible for directly providing, insuring or subcontracting the availability of transportation services for enrolled juveniles and where applicable, to their families to support the juvenile's and family's accomplishment of treatment goals and court hearings. Examples include, but are not limited to:

- Court hearing attendance for Juveniles and Family;
- Medical, dental and other health related appointments;
- To support interstate placement services;
- For pre-placement interviews;
- For admission to a treatment program;
- For family visitation to residential programs.

The CMO must be able to provide or insure that transportation options include "secure" transportation based on the risk the juvenile presents to the community and the likelihood of escape attempts.

H. CMO Dis-Enrollment – JAC Review

For discharge from placement or termination of wardship, the CMO case manager must submit the proposed discharge date to the Juvenile Assessment Center: a petition, documentation of the youth's attainment of goals/objectives in the USP; evidence of employment and educational assessment.

I. Out-of-Town Inquiries

Inter-County Services for Juveniles Enrolled with the CMO

- A juvenile who is initially assigned to a CMO and who subsequently relocates to another part of the State (outside of Wayne County) to reside with parents/guardians/relatives remains the ongoing responsibility of the CMO. The living arrangement outside of Wayne County may be subject to Court approval.
- The CMO does not have responsibility for non-enrolled juveniles committed to DHS from outside of Wayne County.

J. Probation with a CMO

- Reporting Probation means that a CMO Case Manager is assigned for adjudicated juveniles on court ordered probation.
- Juveniles will report to a CMO Case Manager and/or service provider at least once per week.
- The Case Manager will record all phone and in-person contacts on JAIS and complete a services plan, as defined in the Handbook. If a juvenile on probation is participating in a Youth Assistance Program that agency may record client contacts on JAIS.
- The "Terms and Conditions" for probation shall be completed for all juveniles on Reporting Probation.
- When the court orders restitution, the Case Manager shall monitor the juvenile's compliance. If the juvenile refuses or otherwise fails to meet restitution conditions, the Case Manager shall notify the court in writing.
- The Case Manager shall prepare and file, through the JAC, a violation petition when the juvenile engages in a pattern of behavior that does not adhere to the terms and conditions of probation.
- Upon satisfactory completion of probation the Case Manager shall submit a termination progress report to the court.

K. CMO Responsible for Selection of Service Provider

Through the case management process and needs and risk assessment information provided by the JAC, the CMO will be responsible for selection of a juvenile's initial service provider. The JAC has no contractual standing to select or require a specific provider for a juvenile assigned to the CMO. A change in security level will be subject to utilization review by the JAC and may require approval of the Court.

L. Legal and Court Related Case Management Responsibilities

The CMO shall cooperate with the Department of Children and Family Services and Committing Court in matters relating to any legal or court activities concerning the youth. The CMO shall provide or, through participating providers, facilitate and arrange for the court related activities specified below.

- Preparation of petitions, ready for trial forms, etc.
- Attendance at Court hearings
- Testimony at Court hearings
- Adjustment and progress reports and recommendations, as directed by the Court
- Victim notification, when required by Court Order
- Contracts with participating providers shall include requirements for an agency representative to attend and actively participate in the court hearings specified in a. – e. above.

M. Independent Living (IL)

The CMO shall prepare a juvenile for Independent Living, when there is an assessed need for this living arrangement. Independent Living is defined as a comprehensive and coordinated set of activities that will assist the youth, aged 16 and older, in preparing for a state of independence, or providing care for one's self socially, economically and psychologically. When a juvenile's Plan of Care requires IL, the CMO shall insure the following: Activities must include, but are not limited to: budgeting and money management; employability skills; communication skills; relationship building; conflict resolution; health and hygiene; household maintenance and upkeep; meal planning and accessing community services.

N. Structured Decision Making and Case Planning

Case planning for eligible juveniles is based on community safety, the needs and best interests of the juvenile, the family's strengths, and their access to available resources. Adherence to Court orders and recommendations, and assurances that reasonable efforts have been made to prevent or eliminate the need for removal from the family is critical. When removal is in the best interest of the juvenile, reunification should occur as quickly as possible.

These principles are integrated and implemented through a structured decision-making model (SDM), which balances the juvenile's needs for services with risk to public safety. The CMO will adhere to the structured decision making framework, as defined in Handbook for juveniles placed with/committed to Wayne County.

O. Federal Financial Participation

The CMO shall perform the necessary functions required to maximize access to and successful claims for federal financing for juveniles, as defined in the Handbook, for the following programs:

- Supplemental Security Income (SSI)
- Title IV-E of the Social Security Act
- Other fund streams that might become available subsequent to the effective date of this Agreement
- Child Support

All revenue generated from the above fund sources will be claimed by CAFS and not by the CMO.

The CMO will be required to complete the Title IV-E application and re-determination forms and all data elements pertaining to AFCARS (Adoption, Foster Care and Analysis Reporting System) in JAIS. Errors on the part of the CMO in performing Title IV-E requirements could cause Wayne County to receive financial penalties. Any audit exceptions assessed to Wayne County that arise from the performance of the CMOs will be passed on to the CMO Contractor.

P. Termination of Wardship and CMO Dis-enrollment

The CMO Case Manager must petition the committing/referring court for termination of wardship, as defined in the Handbook. The Court may terminate the wardship anytime before automatic discharge age, based upon a petition filed by the CMO Case Manager or on its own motion. The JAC is the only entity authorized to record dis-enrollment on the Juvenile Agency Information System.

Q. Placement with Out-of-State Providers

No out-of-state placements will be allowed by a CMO without the prior approval of the Director of the Department of Children and Family Services. CMO are expected to have the capacity to meet the needs and risks of assigned juveniles within the state of Michigan.

R. Child and Adolescent Functional Assessment Scale (CAFAS)

The JAC will complete a CAFAS for each juvenile upon initial intake. The JAC will also be requested by the CMO to complete a discharge CAFAS one month prior to the juvenile's anticipated court termination date. The JAC will record CAFAS detail on JAIS. The CMO is encouraged to use the CAFAS on a quarterly basis to assess the youth's progress.

A CAFAS must also be completed as part of the annual utilization review for each juvenile. The JAC will be responsible for performing this responsibility. Service reauthorization beyond a one year period cannot be authorized until such time as the CAFAS is completed and evaluated by the JAC. The CAFAS is only one of several elements in the utilization review process.

## 12. CMO ASSIGNMENT PROCESS

Wayne County is the only entity authorized to assign eligible juveniles to a CMO. The CMO must accept any juvenile that is properly assigned by the County, through the Juvenile Assessment Center and shall commence services within the timeframes defined in the Handbook.

- A. Wayne County makes no assurance or guarantee that a minimum or specific number of eligible juveniles will be assigned to the CMO.
- B. The intake process begins with an assignment from the Juvenile Assessment Center (JAC) to the CMO. Assignment to a CMO is based on the known address and Zip code of the parent / guardian specified in Appendix B and as defined in Section 6 of the Agreement. The assignment is based on a complaint or court order that shall constitute authorization to initiate and deliver services. A juvenile "complaint" must be acknowledged (referral form stamped approved) and/or registered by the Clerk with the Third Judicial Court in order to access CMO services. The assignment process is further detailed in the Handbook.
- C. When a juvenile's family moves to a zip code that is not within the assigned CMOs service delivery area (Non-Aligned Zip Code), the case shall remain the responsibility of the assigned CMO, unless transfer provisions set forth in the Handbook are invoked.
- D. If a CMO renders services to a juvenile that has not been registered on JAIS by the JAC, payment may be disallowed.

## 13. SERVICES

- A. Covered services will be provided or arranged for by the CMO to the eligible juveniles as differentiated in the Handbook. The CMO must provide for the following services and responsibilities:
  - Service Philosophy
    - The work of a CMO requires an organized approach to maximizing family and community strengths to support youth and families at-risk for long-term residential placement. It is grounded in a set of principles that allow teams of professional service providers to closely work with family, friends, relatives and involved community constituents to support and maintain a juvenile in his/her own home. This process utilizes service alternatives to out-of-home placement through

the development of expanded strength-based services delivered in the communities in which youth, their families or caretakers live. These services are organized by case managers through individualized plans of care in which community resources and professional services are tailored to the strengths of the household and neighborhood. These neighborhood-based networks of services and resources will promote greater success of stability, safe environments for youth, increased opportunities for healthy social, emotional, physical and cognitive development within the context of community living.

- Enrolled juveniles will have access to and receive a full array of juvenile justice services that supports accountability, community safety and competency development. Wayne County's framework for service delivery requires that every CMO structure services that are culturally competent, individualized, family-centered and strengths-based. CMO case managers and service providers must understand and work within the environment in which each person grows, functions and develops. For nearly all youth, that context is the family, neighborhood and community.

#### B. Monitoring of Community Safety

CMOs are responsible for structuring services and direct and collateral client contacts so as to promote public safety and reduce the juvenile's risk potent to reoffend.

#### C. The CMO will be required to coordinate with Designated Law Enforcement Agency and the Warrant Enforcement Bureau on the following:

- Immediately report escapes (24 hours a day)
- File writ petition on escapees
- Utilize progressive sanctions for non-offense related program violations

#### D. Detention (Short-Term Confinement)

The CMO shall insure the availability of, and access to, short-term detention resources, in order to implement a juvenile's Plan of Care, and/or comply with a court order requiring detention. Detention includes both residential services and in-home care (supplemented with electronic monitoring or voice verification). The level of detention shall be consistent with the juvenile's risk to public safety, the severity of an adjudicated offense(s), and level of confinement specified in the Court's detention order, and/or as authorized by the JAC upon initial commitment/referral to CAFS.

- CMOs shall contract for detention services for juveniles in pre-trial and pre-disposition status with the Third Judicial Circuit Court.
- CMO will provide and/or arrange for sufficient detention beds for juveniles charged with a new offense and high risk juveniles who must be held pending transfer to an ongoing treatment facility
- The JAC will assign juveniles to private detention facilities.
- CMOs must adhere to policy for removal of juveniles from secure detention, as set forth in the JJSH.

#### E. Community and Home-Based Services for Juveniles on Probation Status with a CMO

- The CMO's case planning for each juvenile must carefully document environmental conditions and risks that without prevention services will result in the juvenile's removal from home. Ongoing assessment of the juvenile's health, safety and welfare is fundamental to the provision of in-home services. A CMO is expected to continually assess the juvenile's living arrangement to insure that necessary protections are present.
- A wide range of community-based service options are necessary in order for the CMO to implement the mandate to provide treatment for delinquent youth at the least restrictive level of care (i.e. that is assessed as appropriate to provide for public safety, meet the youth's needs and maintain the youth as close to their own home as possible). The Proposer must document that they are capable of

facilitating access to a full array of community-based alternatives and interventions to address the needs of eligible juveniles.

- **CMO Reporting Probation** - means that the CMO is providing direct case management of a juvenile in the community. The CMO is expected to refer the juvenile for needed services, including court ordered services. One face-to-face contact with the CMO or service provider is required each week. Weekly (or more frequent) contacts will be engaged in by the provider i.e., YAP, JAC (Choices for Therapeutic Services), etc. The CMO Case Manager will be responsible for insuring that required contacts are completed.
- **CMO Encounter Services** – “Encounter-Based” probation means that the CMO receives a daily-rate for case management only for the duration of active CMO enrollment and separate compensation per unit of service provided to the juvenile and family. Examples of Service Encounters include home-based counseling, parent education, out-patient substance abuse therapy, parent management training, family therapy, etc. The frequency and types of services would be based on the juvenile’s assessed needs and requirements in the Court Order. Low needs could equate to one service encounter per week and high need could equate to two or three encounters per week.

**F. Wardrobe**

The CMO shall insure that the youth has, and maintains an adequate wardrobe, as defined in the Handbook. This can include purchasing clothing for the juvenile if no other third party fund source can be accessed.

**G. Out-of-Home Placements**

- The CMO shall have sufficient residential resources at open and secure service levels to implement each juvenile’s Plan of Care. A residential placement, at the classified security level, shall commence within 30 calendar days of initial assignment to a CMO (refer to JJSH, Item 600.9 for residential care requirements).

In order to insure timely access to residential services, the CMO may contract with a provider under contract with other CMO. The same residential provider is permitted to contract with multiple CMOs.

- The CMO shall insure that a comprehensive residential placement continuum is accessible and that the following minimum options are included:

| <b>PROGRAM FOCUS</b>        | <b>OPEN,<br/>NON-SECURE</b> | <b>SECURE</b> |
|-----------------------------|-----------------------------|---------------|
| 1. Standard Care            | Yes                         | Yes           |
| 2. Sex Offender             | Yes                         | Yes           |
| 3. Substance Abuse          | Yes                         | Yes           |
| 4. Experiential             | Yes                         | Yes           |
| 5. Boot Camp                | Yes                         | Yes           |
| 6. Mental Health            | Yes                         | Yes           |
| 7. Medically Fragile        | Yes                         | Yes           |
| 8. Short-Term Detention     | Yes                         | Yes           |
| 9. DHS Residential Facility | Yes                         | Yes           |

Note: Only Non-Secure placements are eligible for federal Title IV-E foster care maintenance claims.

- Placement in DHS Operated Training Schools



When the CMO has discretion to assign or recommend residential placement for a juvenile, utilization of a DHS training school facility shall only be considered as a last option. When a juvenile is placed in a public residential facility, the assigned CMO must provide case management and provide or arrange for reintegration services. CAFS must provide pre-authorization for any placement in a Department of Human Services operated facility.

Payment for Wayne County youth in DHS facilities will be through the State Ward Board and Care process. Wayne County will fully fund (i.e. promulgated charge back rate) training school placements for juveniles placed pursuant to a Court Order in a 'discretionary waiver' or "designated proceeding." Wayne County and the State will share 100% of the cost of training school placements in these instances.

Wayne County will not fully fund the placement of juveniles in training schools that are placed as a result of a traditional juvenile court disposition. The County will compensate the CMO at the highest authorized rate-band. Any difference between the rate-band amount and the published State Ward charge back rate will be a 100% financial responsibility of the CMO.

#### H. Provide/Coordinate Educational Services

The CMO will ensure that proper educational services are included within a juvenile's Plan of Care.

It is essential that each client of school age be supported in, or reintegrated into, the educational process. Each student must not only make effective progress while under supervision, but gain the personal and social skills necessary to self-manage and also effectively utilize family and community resources. The strengthening and empowering of the family and community resource network for the client should represent a key outcome of the treatment process.

#### I. Interface with the Juvenile Assessment Center

- The CMO will work cooperatively with the JAC to facilitate timely implementation of a juvenile's Plan of Care, security level adherence, utilization management reviews, assessment of performance outcomes, etc.
- Cooperation and collaboration with the JAC is essential to the provision of quality services and the achievement of positive performance-based outcomes.
- The CMO must cooperate with the JAC for completion of progress CAFAS evaluations.

### 14. CASE PLANNING, DOCUMENTATION, REPORTING AND RECORD MANAGEMENT

#### A. Juvenile Case Records

The CMO will establish and maintain a case record (hard copy) for each assigned juvenile. The CMO will be responsible for the creation and maintenance (or cause to maintain – subcontractors) of records and the performance of assessments, recordings and documentation on each assigned case within the formats and timeframes, as defined in the Handbook.

#### B. CAFS Access to Juvenile Records

The CMO will facilitate access to or turn over a juvenile's record to CAFS upon request. This requirement shall apply to CMO subcontractors. Through the subcontracting process, the CMO shall require that providers allow access to or turn over records to Wayne County.

#### C. Case Records Are the Property of CAFS

The Proposer must acknowledge that juvenile case records established and maintained by the CMO for eligible juveniles will be the property of the CAFS.

D. Restricted Access to Case Records

The CMO shall restrict case record access to authorized staff, per policy, which will be developed by CMO's, subject to the limitations defined in the Handbook.

E. Security of Case Records

The Proposer must have the capacity to maintain case records in a locked space (i.e., file drawer, cabinet, etc.), in designated office areas.

F. Accuracy and Currency of Case Records

The CMO shall maintain case entries and recordings in an accurate and up-to-date manner. Records must document a juvenile's current status at all times. Progress notes on JAIS must be recorded per policy in the Handbook and must describe a youth's up-to-date status.

G. Retention and Disposal of Case Records

The CMO shall retain and dispose of case records, as defined in the Handbook and the document retention schedule promulgated by WC-CAFS.

H. Case Plans

The CMO will be required to prepare the plans below and record those on the county's Juvenile Agency Information System (see Handbook for content requirements):

Juveniles in Probation Status

- o CMO Reporting Probation Plan
- o Court Progress/Termination Report

Juveniles in Commitment Status

- o Initial Treatment Plan of Care
- o Updated Treatment Plan of Care (Quarterly)
- o Court Progress Report (As required by the court)

All case plans are recorded on the automated Juvenile Agency Information System (JAIS).

I. Confidentiality

The identity of, and information on, juveniles served by a CMO is confidential. The general public is not permitted access to information about services to clients, except as specifically provided for by law or court order. A client's services case file constitutes a confidential record. This includes electronic records and collateral information sources (i.e., progress notes, observation reports, etc.). Confidentiality protections also apply to electronic records. The CMO shall develop and adhere to policy that protects the confidentiality of case records.

**15. INCENTIVES AND LIQUIDATED DAMAGES**

A. The CMO Contractor will receive an Annual Report Card issued by and under the sole authority of Wayne County through the Department of Children and Family Services. The Report Card will cover the CMOs performance during the period of the county's fiscal year. The Report Card shall be issued 12-1-2010 and each December 1 thereafter for the term of the contract.

1. The Report Card will present findings on the CMO's performance of significant business practices and processes and achievement of performance objectives and program outcomes defined as essential to accountability, safety, quality and effective delivery of juvenile justice services.

2. Evaluation factors for the Report Card may include:

- Adherence to business practices, as set forth in JJSH (case planning, JAIS, data reporting, QA plan, etc.)
- Utilization Management – appropriate resource utilization based on the juvenile’s assessed needs and risks and progress. Includes duration of enrollment and success at delivering services at the least restrictive level of care in the shortest amount of time necessary to resolve treatment needs and court ordered requirements.
- Achievement of performance measures in the County’s “Managing for Results” program.
- Performance of WC-CAFS compliance audits.
- Outcomes, as follows

| Outcome Standard   |
|--|
| Escalation of juvenile from community-based to any level of out of home care (excludes progressive sanctions). |
| Felony conviction during enrollment with the CMO.  |
|  |
| Felony convictions during a two-year period following court termination of wardship.                           |

3. Incentives and Liquidated Damages will be applied as follows:

| Letter Grade | Achievement Range | Incentive Or Damage (1) |
|--------------|-------------------|-------------------------|
| A            | 90 – 100 %        | \$25,000.00             |
| B            | 80 – 89%          | \$10,000.00             |
| C            | 70 – 79%          | 0                       |
| D            | 60 – 69%          | -\$10,000.00            |

- a. Liquidated Damage is an amount stipulated in the contract that the parties agree to as a reasonable estimation of the damages owing to one in the event of a breach (i.e., negative recidivism outcomes) by the other.
- b. Any positive proceeds from the Report Card must be reinvested in covered services to benefit enrolled juveniles.
- c. Report Card factors may be added or deleted at the option of Wayne County.
- d. Wayne County has sole authority to determine a Contractor’s final Report Card grade. The County’s determination will not be subject to appeal.

B. Days of Enrollment Incentive

The CMO may be eligible for an incentive payment when its actual days of juvenile enrollment for a fiscal year are less than its budgeted enrollment days for the fiscal year. The incentive payment may equal up to a specified percentage of the payment amount for each day-of-enrollment that is less than the budgeted amount. The percentage of the incentive payment will be determined by the county. The incentive payment, if any, shall be paid at the end of the fiscal year.

- C. Wayne County shall determine, at its sole discretion, if an incentive payment schedule will be implemented and the amount of any incentive payments to be made to eligible CMOs.

**ATTACHMENT C**  
**Compensation Details**  
**Care Management Organization (CMO) RFP**  
**10/1/09 – 9/30/14**

# Wayne County Human Relations Division Living Wage Ordinance Compliance Form

*This form MUST be completed by all Prime Contractors receiving a service contract of more than \$50,000 from Wayne County.*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
PC3/Contract #

Pursuant to the Living Wage Ordinance, all contractors or grantees, for service contracts that exceed \$50,000, are required to pay its work force a living wage and shall maintain this rate of pay for the duration of the contract or grant period.

*Living Wage* shall mean an hourly wage rate, which on an annual basis (based on 40 hours per week, 50 weeks per year) is equivalent to either of the following:

- a. 125 percent of the federal poverty level or
- b. 100 percent of the federal poverty level, if health care benefits are provided to the employee.
- c. One hundred twenty-five percent (125%) of this figure is  
**\$25,000. = \$12.50/hr.**
- d. One hundred percent (100%) of this figure is **\$20,000. w/health benefits= \$10.00 /hr.**

As a contractor with Wayne County I agree to comply with the Living Wage Ordinance, by providing a living wage to all employees pertaining to this contract and I will post the Living Wage Guidelines notice for all employee information. I have full knowledge of the following conditions:

- A Vendor who violates this Ordinance shall pay to each employee affected the amount of the deficiency for each day the violation continues.
- Willful or repeated violation of this Ordinance shall entitle the County to terminate the contract.

**I declare that all of the information contained in this form is complete and accurate to the best of my knowledge.**

**Print Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

# 2006 Human Relations Living Wage Guidelines

Wayne County's Division of Human Relations under the authority granted by Section 120-69 (c) of the Living Wage Ordinance, offers this guideline in an effort to assist vendors with compliance with Ordinance No.2004-588. The following calculations are based on the 2006 U.S Department of Health and Human Services Poverty Guidelines.

Pursuant to the Living Wage Ordinance, all contractors or grantees, for services contracts that exceed \$50,000, are required to pay its work force a living wage and shall maintain this rate of pay for the duration of the contract or grant period.

***Ord No. 2004-588 sec 120-69(a) states:***

***Living Wage*** shall mean an hourly wage rate, which on an annual basis (based on 40 hours per week, 50 weeks per year) is equivalent to either of the following:

- a. 125 percent of the federal poverty level or
- b. 100 percent of the federal poverty level, if health care benefits are provided to the employee.

***Health Care benefits*** shall mean comprehensive medical coverage fully paid for by the contractor or grantee, whether provided on an insured or self-funded basis. Health care benefits may include membership in a Health Maintenance Organization (HMO) or similar entity, if the membership or subscription fee is fully paid for by the contractor or grantee. Health care benefits means medical coverage for the employee and the employee's dependents if the employee is married or otherwise legally responsible for the care of a dependent.

The "2006" "Poverty Guidelines" **for a family of four (4) is \$20,000.00.**

One hundred twenty-five percent (125%) of this figure is **\$25,000.00 = \$12.50 /hr**

One hundred percent (100%) of this figure is **\$20,000.00 w/health benefits= \$10.00 /hr**

Per the Ordinance, a forty-hour week for fifty weeks a year is equivalent to 2,000 hours per year. Using 2,000 hours as the work year an hourly figure is derived by dividing the annual figure by 2,000 hours.

***IF YOU ARE AWARE OF A VIOLATION OF THIS ORDINANCE PLEASE CONTACT WAYNE COUNTY'S HUMAN RELATIONS DIVISION (313) 224-5021.***

**Wayne County  
Slavery Era Disclosure Affidavit**

1) Name of Business: \_\_\_\_\_

2) Address of Business: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3) Was your business formed prior to January 1, 1866? Yes No If yes, indicate year \_\_\_\_\_

4) Do you have any Predecessor Firm or Business that existed prior to January 1, 1866? \_\_\_\_\_

If so, please list these firms/businesses and their dates of formation  
(use additional sheets as necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5) Please read the following statement and have an authorized agent of your firm/ business sign one of the following three lines:

The firm / business has searched its records and those of any predecessor for information relating to participation or investment in, or profits derived from slavery or slaveholder insurance policies during the slavery era. Based on that diligent research, the company represents that:

\_\_\_\_\_ Neither the Company nor any predecessor(s) existed prior to January 1, 1866.

\_\_\_\_\_ The Company found no records that it or any predecessor(s) had any participation or investment in, or derived profits from slavery or slaveholder insurance policies during the slavery era.

\_\_\_\_\_ The Company found records that the Company or its predecessor(s) did participate in or invested in slavery and/or derived profits from slavery or slaveholder insurance policies. The nature of this participation, investment, or insurance policy is disclosed on the attached documents including the names and ages of slaves, slaveholders, and all loans or investments made.

6) I declare that the representations made herein are accurate to the best of my knowledge and are based upon a diligent search of records. All documentation attached to this affidavit reflects full disclosure of all records known and identified that are required to be disclosed by Wayne County. I further acknowledge that any failure to conduct a diligent search or to make a full and complete disclosure may result in cancellation of my contract by the County of Wayne, the institution of liquidated damages by the County and possibly debarment.

\_\_\_\_\_  
Authorized Agent (print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Date

## Wayne County Slavery Era Disclosure Ordinance Requirements

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Prospective Contractor:

Pursuant to the requirements of Section 120-194 of the Wayne County Procurement Ordinance, any firm or business which is proposed to receive a contract valued at more than \$20,000 shall file this disclosure affidavit. The County's procurement ordinance also requires that any firm or business which was organized before January 1, 1866 or for which a predecessor was organized before January 1, 1866, is required to conduct a thorough search of its archives and records to determine whether it or any predecessor business "may have invested in, or supported or profited in some manner from the institution of slavery."

As part of the affidavit, a business is required to include a copy of any record(s) from the business or any predecessor that would evidence any and all insurance policies issued for the protection of property interests in slaves, the names and ages of those slaves, and all loans or investments made to persons or in and to businesses which made use of slaves.

The failure by a firm or business to file this disclosure statement may be grounds for non-award of a County contract. In addition, filing a false statement or failing to file a full disclosure may be considered a substantial breach of contract, thereby constituting reasonable grounds for the County to cancel the existing contract, to institute liquidated damages, and/or to pursue debarment under the procurement ordinance.

Attached to this letter, please find a copy of the Slavery Era Disclosure Affidavit for your review and completion. This affidavit is required in order for Wayne County to process your proposed contract. If your proposed contract is for at least \$20,000.00, the contract cannot be awarded without your business completing this form and returning it directly to the Division of Human Relations or as an attachment with your solicitation response.

Sincerely,

Division of Human Relations



**WAYNE COUNTY HUMAN RELATIONS DIVISION  
FIRST TIER SUBCONTRACTOR DESIGNATION FORM  
\*To be completed by Prime Contractors for "First Tier" Subcontractors Only\***

*This form Must be completed by all prime contractors* receiving a contract of more than \$50,000 (supply/service) or more than \$100,000 (construction) from Wayne County regardless of the dollar amount at which the subcontractor participates. The prime contractor is responsible for ensuring that all first tier subcontractors obtain FEP Certification/Compliance.

**\*\*THIS PAGE MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED\*\***

**1. CONTRACT NUMBER:** \_\_\_ - \_\_\_ - \_\_\_ (number on bid announcement)

**2. CHECK ONE:**

This is a:  **SUPPLIES/SERVICES** contract (over \$50,000?  YES  NO)  
OR  
 **CONSTRUCTION** contract (over \$100,000?  YES  NO)

**3. WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)**

**YES**       **NO**

**(This page must be completed even if no subcontractors will be used)**

|                            |         |              |      |
|----------------------------|---------|--------------|------|
| Prime Company Name:        |         | Fed Tax ID:  |      |
| Address:                   |         |              |      |
| City:                      | County: | State:       | Zip: |
| Phone: (     )             |         | Fax: (     ) |      |
| Authorized Contact Person: |         | Email:       |      |

**I Declare that all of the information contained in this form is complete and accurate to the best of my knowledge.**

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**If you answered "YES" to subcontractors, complete the next page.**

# SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name \_\_\_\_\_

Contract # \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**Subcontractor #** \_\_\_\_\_

|  |                   |                |     |
|--|-------------------|----------------|-----|
| Company Name                                     |                   | Fed Tax ID:    |     |
| Address  |                   |                |     |
| City:  | County:           | State          | Zip |
| Authorized contact:                              | Phone:<br>(     ) | Fax<br>(     ) |     |
| Subcontract Amount: \$ _____ % of Contract _____ |                   |                |     |
| Work to be performed:                            |                   |                |     |

**Subcontractor #** \_\_\_\_\_

|  |                   |                 |     |
|--|-------------------|-----------------|-----|
| Company Name                                     |                   | Fed Tax ID:     |     |
| Address  |                   |                 |     |
| City:  | County:           | State           | Zip |
| Authorized contact:                              | Phone:<br>(     ) | Fax:<br>(     ) |     |
| Subcontract Amount: \$ _____ % of Contract _____ |                   |                 |     |
| Work to be performed:                            |                   |                 |     |

**Subcontractor #** \_\_\_\_\_

|  |                   |                 |     |
|--|-------------------|-----------------|-----|
| Company Name                                     |                   | Fed Tax ID:     |     |
| Address  |                   |                 |     |
| City:  | County:           | State           | Zip |
| Authorized contact:                              | Phone:<br>(     ) | Fax:<br>(     ) |     |
| Subcontract Amount: \$ _____ % of Contract _____ |                   |                 |     |
| Work to be performed:                            |                   |                 |     |

**Subcontractor #** \_\_\_\_\_

|  |         |             |     |
|--|---------|-------------|-----|
| Company Name                                     |         | Fed Tax ID: |     |
| Address  |         |             |     |
| City:  | County: | State       | Zip |
| Authorized contract:                             | Phone:  | Fax:        |     |
| Subcontract Amount: \$ _____ % of Contract _____ |         |             |     |
| Work to be performed:                            |         |             |     |

\*\*\*\*\*

## Attention

\*\*\*\*\*

If you have a Current Certificate of FEP  
Compliance

***STOP***, DO NOT complete this application.

Submit a copy of your FEP Certificate with your  
response/bid.

If you **DO NOT** have a current Certificate of  
FEP compliance, please complete this  
application. You **Must** submit a completed copy  
of the FEP application with your response/bid  
packet to Purchasing.



**Robert A. Ficano**  
County Executive

### **Potential Contractors and Subcontractors**

The Wayne County Procurement Ordinance requires that all County contractors and subcontractors who participate in contract awards of more than \$50,000 (supply/service) and more than \$100,000 (construction) establish compliance with its Equal Employment Opportunity provisions.

Enclosed is the Fair Employment Practices (FEP) Application, which includes sections 1 through 5. All applicants must complete **Sections 1 through 4** (a **federal EEO-1 report** may be **substituted for section 2**). Section 5 is applicable only to those participating on contracts funded by the federal government. After completing Section 5, keep the list of 16 Good Faith Efforts for your records.

Please note: If additional information/documentation is needed, you will be notified **via certified mail** and given a **10-business day time period** in which to return the information. **Failure to submit the requested information in the allotted time will result in denial of the application as of the date specified on the notice, you will not receive any other correspondence.**

Upon our approval, you will be issued a Certificate of FEP Compliance which will make you eligible to bid on County contracts for one or three years from the date of issuance. Be sure to **renew your FEP compliance status 60 days prior to the expiration date on the certificate.** You can download the FEP application from our website, [www.epurchasing.waynecounty.com](http://www.epurchasing.waynecounty.com) or you can contact our office at (313) 224-5021.

**Whether you bid directly with the County or with a contractor (i.e. you are a subcontractor) a copy of the Certificate of FEP Compliance MUST be included with all bids as evidence of your compliance. **\*\*Please keep a copy of your FEP certificate readily available for submission with each bid. Additional copies will not be provided\*\*****

Rev. 03/07

Human Relations Division, 600 Randolph, 5th floor, Detroit, MI 48226, (313) 224-5021, Fax (313) 224-6932

# WAYNE COUNTY HUMAN RELATIONS DIVISION

## FEP FACT SHEET

- Fair Employment Practice Review (FEP)
- Required of prime contractors when a contract is more than \$50,000 (supply/service) or more than \$100,000 (construction).
- Required of all subcontractors regardless of the dollar amount at which the subcontractor participates.
- Process:
  1. Complete fully and return the application.
  2. Depending on the results of our review, one of the following will occur:
    - a) Application Approved. "Certificate of FEP Compliance" mailed.
    - b) Applicant placed in non-compliance status and refused future bid consideration if applicant fails or refuses to respond adequately to requirements and in a timely fashion.
  3. Upon approval certification is valid for one or three years. Firm must submit a new application 60 days prior to expiration to maintain uninterrupted compliance.
  4. **Subcontractor Designation Form** - Complete the Subcontractor Designation form if the Purchasing Division has notified you that you are the intended awardee of a County contract. The Wayne County Human Relations subcontractor designation form can be accessed in the bid packet or downloaded from [www.epurchasing.waynecounty.com](http://www.epurchasing.waynecounty.com). You can also contact our office at (313) 224-5021 to obtain the form.

**5. Form Sets Involved:**

| <b>Form(s)</b>   | <b>Disposition</b>   |
|--|--|
| <b>FEP Application Packet</b>                                |  |
| Section 1 – General Information                              | Complete and return  |
| Section 2 – Employee Statistics Report                       | Complete and return  |
| Section 3 – Hires / Terminations / Promotions                | Complete and return  |
| Section 4 – Commitment to exercise Fair Employment Practices | Complete and return  |
| Section 5 – Good Faith Efforts List                          | Keep, implement, document actions taken  |
| GFE Checklist & Acknowledgement                              | Evaluate, check appropriate boxes, sign and return   |
| (Section 5 – Federal Contracts Only)                         |  |
| <b>Subcontractor Designation Form</b>                        | <b>Can be accessed at <a href="http://www.epurchasing.waynecounty.com">www.epurchasing.waynecounty.com</a> or by calling (313) 224-5021.</b> |

**When bidding on a contract:**

1. In addition to the other locations for application forms, the prime contractor will have forms available as part of the procurement proposal or specification package obtained from the County.
2. The responsibility to insure that all appropriate subcontractors have FEP approvals rests with the prime.
3. Subcontractors should send copies of their "Certificate of FEP Compliance" to prime contractors as evidence of compliance. The primes must submit copies of their subcontractors' certificates when submitting their bids.

**CONFIDENTIAL**  
**WAYNE COUNTY HUMAN RELATIONS DIVISION**  
**FAIR EMPLOYMENT PRACTICES APPLICATION**

**SECTION 1:**  
**GENERAL INFORMATION**

|  |                 |  |           |
|--|-----------------|--|-----------|
| <b>THIS REQUEST IS FOR:</b> <input type="checkbox"/> <b>FIRST FEP COMPLIANCE</b> <input type="checkbox"/> <b>FEP COMPLIANCE RENEWAL</b>  |                 |  |           |
| Firm Name:   |                 | Fed Tax ID or SSN:                         |           |
| Street Address (Actual Street):  |                 |  |           |
| City:  | County:         | State:                                     | Zip Code: |
| Mailing Address (if different than above):   |                 |  |           |
| Telephone:<br>(       )  |                 | Fax no:<br>(       )                       |           |
| Authorized Contact:  | Contact's Title | Authorized Contact Telephone:<br>(       ) |           |
| Email address:   |                 | Website address:                           |           |
| <b>List your firm's NAICS Codes here:</b><br>Visit: <a href="http://www.naics.com">www.naics.com</a> for codes   | 1)              | 2)   | 3)        |
| <b>List your firm's NIGP Codes here:</b><br>Visit the vendor registration section of<br><a href="http://www.epurchasing.waynecounty.com">www.epurchasing.waynecounty.com</a> for codes | 1)              | 2)   | 3)        |
| Describe the products and services your firm is qualified to provide to Wayne County:  |                 |  |           |
|  |                 |  |           |
|  |                 |  |           |
| For Recordkeeping Purposes Only – Please Check if applicable   |                 |  |           |
| Minority ownership (at least 51%) : <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Native American           |                 |  |           |
| Female ownership (at least 51%) : <input type="checkbox"/> Yes <input type="checkbox"/> No   |                 |  |           |

|   |             |        |
|---|-------------|--------|
| <b>List ALL firms that apply separately for Wayne County FEP Compliance under this Tax ID Number:</b> |             |        |
| Name of firm  | City        | State  |
|   |             |        |
|   |             |        |
|   |             |        |
| Wayne County Human Relations Use Only:  |             |        |
| PC3 #:  | Award Date: | Amt:\$ |

## SECTION 2: CURRENT EMPLOYEE STATISTICS INFORMATION

\*\*SEE NEXT PAGE FOR JOB CATEGORY DESCRIPTIONS\*\*

INSTRUCTIONS: LIST ALL CURRENT EMPLOYEES OF THE FIRM IN THE APPROPRIATE JOB CATEGORY  
\*\*FEDERAL EEO-1 REPORTS\*\* - MAY BE SUBMITTED IN LIEU OF SECTION 2 ONLY.

(Please note: Caucasian females are to be counted in the female category only. They are not to be counted as minorities. Minority females are to be counted in both the minority AND female categories)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

| JOB CATEGORIES               | WHITE |   | BLACK |   | HISPANIC |   | ASIAN |   | NATIVE AMER. |   | TOTALS | Minorities | Female |
|------------------------------|-------|---|-------|---|----------|---|-------|---|--------------|---|--------|------------|--------|
|                              | M     | F | M     | F | M        | F | M     | F | M            | F |        |            |        |
| Male/Female                  |       |   |       |   |          |   |       |   |              |   |        |            |        |
| Officials/<br>Administrators |       |   |       |   |          |   |       |   |              |   |        |            |        |
| Professionals                |       |   |       |   |          |   |       |   |              |   |        |            |        |
| Technicians                  |       |   |       |   |          |   |       |   |              |   |        |            |        |
| Sales                        |       |   |       |   |          |   |       |   |              |   |        |            |        |
| Clerical                     |       |   |       |   |          |   |       |   |              |   |        |            |        |
| Skilled Trade<br>(Specify)   |       |   |       |   |          |   |       |   |              |   |        |            |        |
|                              |       |   |       |   |          |   |       |   |              |   |        |            |        |
|                              |       |   |       |   |          |   |       |   |              |   |        |            |        |
| Apprentices<br>(Specify)     |       |   |       |   |          |   |       |   |              |   |        |            |        |
|                              |       |   |       |   |          |   |       |   |              |   |        |            |        |
|                              |       |   |       |   |          |   |       |   |              |   |        |            |        |
| Operatives                   |       |   |       |   |          |   |       |   |              |   |        |            |        |
| Laborers                     |       |   |       |   |          |   |       |   |              |   |        |            |        |
| Service Wrkrs.               |       |   |       |   |          |   |       |   |              |   |        |            |        |
| <b>TOTALS</b>                |       |   |       |   |          |   |       |   |              |   |        |            |        |
| <b>Percent</b>               |       |   |       |   |          |   |       |   |              |   |        |            |        |

# DESCRIPTION OF JOB CATEGORIES

## **A=OFFICIALS AND ADMINISTRATORS**

Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, superintendents, foremen who are members of management, and kindred workers.

## **P=PROFESSIONAL**

Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, designers, dieticians, editors, engineers, lawyers, librarians, registered professional nurses, personnel and labor relations workers, physicians, social scientists, teacher, purchasing agents and buyers, physical and natural scientists, professional photographers, and kindred workers.

## **T=TECHNICIANS**

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about two (2) years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers and operators, draftsmen, licenses, practical or vocational nurses, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), movie projectionist, radio operators and kindred workers.

## **S=SALES**

- A. Commissioned sales persons
- B. Over-the counter and telephone salespersons.

## **C=OFFICE AND CLERICAL**

Includes all clerical-type work, regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bill and accounts), messengers, office machine operators, shipping and receiving clerk, stenographers, typists and secretaries, telephone operators and kindred workers.

## **SC=SKILLED CRAFTS**

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the process involved in their work, exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, engravers, job setters (metal), pattern and model makers, tailors, gardeners, weavers, welders, dressmakers, stationary, engineers, and kindred workers.

## **O=OPERATIVES (SEMI-SKILLED)**

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Include: blasters, chauffeurs, deliverymen and route men, dryers, furnace men, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motormen oilers and greasers (except auto), painters (except construction and maintenance), truck and tractor drivers, and kindred workers.

## **L=LABORERS (UNSKILLED)**

Workers in manual occupations which generally require no special training. Perform elementary duties that may be teamed in a few days and required the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, grounds keepers, longshoremen and stevedores, lumbermen, raftsmen and wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

## **SW=SERVICE WORKERS**

- A. Police and fire, barbers, etc.
- B. Cooks, waiters, waitresses, and kindred workers.
- C. Attendants (hospital, parking, etc.,) elevator operators, guards, stewards, janitors, porters and kindred workers.

## **ETHNIC GROUPS**

**White**-Caucasian

**Black**-Persons of African Ancestry

**Hispanics**-Persons of Spanish or Portuguese culture with origins in Mexico, South or Central America, Cuba, Puerto Rico, or the Caribbean Islands.

**Asian**-Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands.

**Native American**-Persons having origins in any of the original peoples of North America or Alaskan Native



## SECTION 3:

### HIRES / TERMINATIONS / PROMOTIONS REPORT

#### HIRES

|   |   |   |
|---|---|---|
| Total # of company <b>hires</b> within the last 12 months:_____ | Total # of <b>MINORITY hires</b> within the last 12 months_____ | Total # of <b>FEMALE hires</b> within the last 12 months_____ |
|---|---|---|

#### TERMINATIONS

|  |  |   |
|--|--|---|
| Total # of company <b>terminations</b> within the last 12 months:_____ | Total # of <b>MINORITY terminations</b> within the last 12 months_____ | Total # of <b>FEMALE terminations</b> within the last 12 months:_____ |
|--|--|---|

#### PROMOTIONS

|  |   |   |
|--|---|---|
| Total # of company <b>promotions</b> within the last 12 months:_____ | Total # of <b>MINORITY promotions</b> within the last 12 months:_____ | Total # of <b>FEMALE promotions</b> within the last 12 months:_____ |
|--|---|---|

## SECTION 4:

### COMMITMENT TO EXERCISE FAIR EMPLOYMENT PRACTICES

(Name of Firm)\_\_\_\_\_ agrees not to discriminate against any employee or applicant for employment, training, education or apprenticeship connected directly or indirectly with the performance of a Wayne County contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, or handicap.

On behalf of the firm (print name)\_\_\_\_\_ Title\_\_\_\_\_

Signature\_\_\_\_\_ Date:\_\_\_\_\_

## **SECTION 5:**

### **GOOD FAITH COMMITMENT CONFIRMATION OF ACKNOWLEDGEMENT**

**\*\*THIS SECTION APPLIES TO FEDERAL CONTRACT AWARD RECIPIENTS ONLY\*\***

Review the following 16 steps relating to affirmative action and Federal Contracting. **After review, please sign the Confirmation of Acknowledgement** at the end of this section.

Listed below are the sixteen essential affirmative action steps recommended by the Office of Federal Contract Compliance and the Human Relations Division. These efforts must be documented. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. For construction projects, the Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

**\*\*Keep This List for Your Records\*\***

4. Provide immediate written notification to the Director Of Human Relations or The Office of Federal Contract Compliance, for federal projects, when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. For construction projects, develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under number two above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as supervisors, foremen, etc., prior to the initiation of construction work at any site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

**\*\*Keep This List for Your Records\*\***

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. For construction contractors, document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

**WAYNE COUNTY HUMAN RELATIONS DIVISION**  
**Wayne County Building**  
**600 Randolph, 5th Floor**  
**Detroit, MI 48226**  
**Phone: (313) 224-5021/22 Fax: (313) 224-6932**

**\*\*Keep This List for Your Records\*\***

**Good Faith Commitment  
Confirmation of Acknowledgement**

\*\*This Form Applies to Federal Contract Award Recipients Only\*\*

Dear Applicant,

If you are a recipient of a Wayne County contract that requires a good faith/affirmative action commitment as a condition of receiving the federal portion of the contract, this form applies to you.

Please review carefully the list of 16 good faith efforts/affirmative action steps. Please check each box corresponding with each effort indicating that you have reviewed each effort you are expected to adhere to. Sign below indicating that the firm will, where possible, adhere to, implement and keep documentation on all 16 good faith efforts.

**Check after Review**

- |  |     |                          |
|--|-----|--------------------------|
| I will adhere to and keep documentation on good faith effort | #1  | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #2  | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #3  | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #4  | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #5  | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #6  | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #7  | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #8  | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #9  | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #10 | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #11 | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #12 | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #13 | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #14 | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #15 | <input type="checkbox"/> |
| I will adhere to and keep documentation on good faith effort | #16 | <input type="checkbox"/> |

For the Company:

I acknowledge that I have reviewed and understand the 16 good faith efforts/affirmative action steps provided by Wayne County Human Relations. We (the company) will keep all documentation relating to these efforts and will make them available upon request by the Wayne County Human Relations Division.

Name of Company \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_