

## CONSULTANT SERVICE PROVIDER AGREEMENT

### BEST Nonprofit Project: Assessment Phase

The Assessment phase of the BEST Project requires a contract that is signed by the United Way of Genesee County as Grantor; the participating agency's Executive Director or designated representative; and each consultant involved in the assessment.

**This agreement is made between:**

**BEST Project:**

**United Way of Genesee County**  
PO Box 949  
Flint, MI 48501  
810-232-8121

**Consultant/Provider:**

Name:  
Address:  
  
Phone:

**Agency: Big Brothers Big Sisters**

Executive Director:  
Board Chair:  
Address:  
  
Phone:

**Consultant/Provider**

Name:  
Address:  
  
Phone:

1. The United Way of Genesee County is the official signatory on all contracts for the BEST Project. Invoices must be submitted to them by providers based on the terms and conditions listed below.
2. Fees and Billing Procedures: UWGC will pay Provider a fee of \$150 for each billable hour of onsite work and \$125 per hour for writing, phone interviews and email consulting. Total billable hours for Provider's services will be based on complexity of assignment, not to exceed a total of ~~XXXX~~. Additional costs are subject to prior agreement by all parties. Billable hours include time spent on work done at designated meeting sites and events, and at the Provider's office in preparation or delivery of services. Scope of work is covered in section (6) below. If more than one Provider is involved, a lead person will be designated to coordinate the work and reporting. Invoices should be submitted by each person on the team according to the following schedule: approximately 25% after preliminary work plan is agreed to and contract signed by all parties; approximately 25% after all data is collected; final billing when detailed report is received by the Agency. Please submit invoices electronically to [jmacree@bestprojectonline.org](mailto:jmacree@bestprojectonline.org) with a copy to [aglendon@sbcglobal.net](mailto:aglendon@sbcglobal.net). Approved invoices are payable within 30 business days and will be mailed to the address or addresses given above. Note: One copy of the full report, including the Executive Summary, must be sent to Anne Glendon, BEST Lead Consultant, for quality control purposes.
3. All work products developed specifically for the Agency pursuant to this Agreement become the property of the Agency.
4. Provider agrees that information disclosed by the Agency during delivery of services in the course of this Agreement is considered confidential and may not be shared without prior permission from Agency.
5. The relationship of Provider to UWGC shall be that of independent contractor and not that of an employee or agent. Accordingly, the parties agree that:

- Provider has the right and does fully intend to perform consulting or other services for third parties during the term of this Agreement.
- Provider has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- The services required by this Agreement shall be performed by the Provider and UWGC shall not hire, supervise or pay any assistants to assist Provider.
- Provider shall not receive any training from UWGC in the professional skills necessary to perform the services required by this Agreement.
- Provider does not receive the majority of his/her annual compensation from UWGC.

The parties acknowledge and agree that UWGC is entering into this Agreement and is relying upon the representations made by the Provider relative to an independent contractor status.

6. UWGC will not:

- Withhold FICA (Social Security and Medicare taxes) from Provider's payments or make FICA payments on Provider's behalf,
- Make state or federal unemployment compensation contributions on Provider's behalf, or withhold state or federal income tax from Provider's payments.

7. Services to be completed by Consultant/Provider include:

- Review Agency's application and required, attached documents (By-Laws, Articles of Incorporation, most recently completed audit and Annual Report, Strategic Plan, Board Roster, Current Budget, and promotional materials and publications).
- Meet with Executive Director and Board chair before project implementation to clarify process and expectations and to create a preliminary workplan. Provider may want to suggest a meeting with the full Board and staff leadership to ensure all are in agreement and understand the purpose and expected outcomes.
- Submit a schedule for the Assessment that aligns with the BEST Project's preferred timeline.
- Assist Agency in assessing readiness and preparing a case statement for a Capacity Building grant proposal.
- Utilize the philosophy of *Nonprofit Lifecycles*, by Susan Kenny Stevens, as a basic approach to the assessment process.
- Assist Agency with administration and interpretation of the CNM diagnostic instrument; incorporate CNM's data and analysis in interviews with key stakeholders and the final assessment report.
- Interview key stakeholders, including Executive Director and select staff members at all levels, Board leaders, and others recommended by the Agency. Interviews may be in person, by telephone and/or scheduled offsite.
- If the organization is large, consider working with a small task force to design and implement the Assessment process (also known as the Design Team).
- Communicate to Lead Consultant and/or BEST Director of Programs any obstacles in adhering to the intended schedule.
- Submit in-depth report to the Agency which incorporates results from all assessment components, including CNM analysis, technology capacity report, other available baseline measurements, interview notes, and materials supplied by the agency. The report is due within one month after data collection completion; it should reflect the consultant's experience in the nonprofit field, mastery of the Agency's strengths and challenges, and link goals and objectives for capacity building to specific findings.
- Present findings to the full Board and staff after sharing a draft with key leaders to check for factual accuracy.

8. The Full report should include:
  - Executive Summary of not more than 2 pages that includes priority recommendations and a statement of readiness for capacity building;
  - History and culture of the organization, including mission, key events or turning points, stage of development, community support and partnerships;
  - Financial management capacity, including polices and procedures, risk management, fiscal planning/stability and strengths and challenges;
  - Resource development capacity, including sources of funds, balance of contributed and earned income streams, and Board participation in fundraising;
  - Governance, including Board commitment, leadership strengths and engagement, potential conflict of interest issues, relationship with staff leadership and succession planning;
  - Technology, including competence and creativity in using technology to further the mission, and funding for upgrades and training;
  - Human Resources, including compensation and benefits for paid staff and training for staff and volunteers;
  - Communications, including quality and effectiveness of internal knowledge sharing and communication patterns;
  - Planning and evaluation, including summary of how programs and projects are assessed; how decisions are made; quality assurance and relevance to mission; regularity of planning initiatives;
  - Strategic partnerships, relations with peer institutions serving similar needs;
  - Overall recommendations on needs for developing capacity and readiness for organizational advancement; and
  - Results of the quantitative measurements with a brief narrative that cites key indicators in the findings that correlate with qualitative data and report recommendations.
9. Provider is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of UWGC.
10. UWGC shall not obtain workers' compensation insurance on behalf of Provider.
11. UWGC shall make no state or federal unemployment compensation payments on behalf of Provider. Provider will not be entitled to these benefits in connection with work performed under this Agreement. In the event Provider files petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Provider shall be deducted from and be an offset against the amount of compensation due and payable to Provider by UWGC under this Agreement.
12. As an independent contractor, Provider agrees to indemnify, defend, and hold harmless UWGC and Agency from any and all liability arising out of or in any way related to Provider's performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts.
13. This Agreement shall be effective as of the date of signatures and shall continue in effect for BEST Project Assessment work until further notice. (Note: A new contract will be written for the Capacity Building Phase.) Either Agency or Provider may terminate this Agreement with two weeks prior written notice to all parties
14. This Agreement is not valid until signed by all parties and cannot be amended except in writing and with signature by all parties. This Agreement shall be governed by Michigan law.
15. Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that UWGC, Provider or Agency violated any state or federal statutes, common law doctrine, or committed any tort with respect to Consultant/Provider or Agency shall, upon request of any party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This

Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other parties to this Agreement and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of the same, but in no event later than the applicable Michigan Statute of Limitations. Cost of arbitration shall be allocated by the arbitrator; provided, that each party shall pay for and bear the cost of its/her/his own expenses, evidence and attorney fees. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

\_\_\_\_\_  
United Way of Genesee County                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency signature    Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Consultant/Provider Signature                      Date

\_\_\_\_\_  
Consultant/Provider Signature                      Date

\_\_\_\_\_  
Consultant/Provider Signature                      Date