

# REQUEST FOR PROPOSAL

#7166

## PROPERTY MAINTENANCE

FOR

### Washtenaw County COMMUNITY MENTAL HEALTH

Issued By:

Washtenaw County Purchasing  
Administration Building  
220 N. Main Street  
Ann Arbor, MI 48104

Angela O. Perry  
Purchasing Manager  
(734) 222-6768



**Proposal Submitted by:**

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*Please type Bidder's Company Name & include as proposal cover*



## WASHTENAW COUNTY Finance Department

### Purchasing Division

220 N. Main, Ann Arbor, MI 48104  
Phone (734) 222-6760, Fax (734) 222-6764  
www.purchasing.ewashtenaw.org

## RFP #7166

11/3/2016

Washtenaw County Purchasing Division on behalf of COMMUNITY MENTAL HEALTH (Washtenaw County Department) is issuing a sealed RFP #7166 for PROPERTY MAINTENANCE. Effective July 1, 2015, the County has a new Local Vendor Preference (LVP) policy. Federal funded programs, whether they are receiving the funds directly or as a State pass through are exempt from the LVP policy as mandated by the Federal Register 2 CFR Chapter I, Chapter II Part 200 section 200.319 Competition 7(b) effective December 26, 2014. The project described in this RFP is federally funded and, therefore, exempt from the LVP policy.

**Sealed Proposals:** Vendor will deliver one (1) **unbound original** and three (3) **bound copies each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Basement  
Ann Arbor, MI 48104**

**By Wednesday, November 30,  
2016 @ 3:00PM EST**

A **Mandatory Pre Bid meeting** will be held at the site located at 4135 Washtenaw Ave, Ann Arbor, MI 48108-Ontario Room on Monday, 11-21-2016 at 10:00am

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

- Your proposal submission envelope(s) must be clearly marked *including FedEx & UPS package labels "SEALED RFP#7166"*

- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to [perrya@ewashtenaw.org](mailto:perrya@ewashtenaw.org).
- Please direct technical questions regarding this RFP to Dept contact **via e-mail only** at **dominiques@ewashtenaw.org**.

Thank you for your interest.

## PROPOSAL INFORMATION

### I. PROPOSAL DEFINITIONS

#### Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Department”	COMMUNITY MENTAL HEALTH

### II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) unbound original and three (3) copies** and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. The initial award of this contract shall be for a period of two year(s) and nine months, with an option to renew an additional 2 year(s), pending agreement by both parties.

G. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

H. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

I. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

J. Local Vendor Preference – A policy adopted by the Washtenaw County Board of Commissioners (BOC) that shall govern the procurement of goods, services and food from local vendors located in Washtenaw County and the State of Michigan. The intent of the BOC is to encourage and promote economic growth and regional job development. The policy shall be applied to Washtenaw County operated programs as allowed, except those that are federally funded directly or indirectly. All other Procurement Policies and Procedures remain in full effect.

K. Vendor Appeal Process – Unsuccessful bidders may appeal an award of contract, lease or purchase order to the County Administrator. All appeals shall be made in writing to the County Administrator within five (5) business days of the Notice to Award. The County Administrator shall take necessary actions to review the appeals and respond to the individual submitting an appeal within five (5) business days. This response shall be documented in writing in the bid file.

**III. VENDOR SPECIFICATIONS**

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

A. State the bidder’s qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.  
(Attach as Addendum A)

B. Completed Price and Capabilities Sheet from Section V. “Scope of Work”. Specify any and all requirements that cannot be met by your company.  
(Attach as Addendum B)

C. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.  
(Attach as Addendum C)

D. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.  
(Attach as Addendum D)

E. Provide a full list of subcontractors you will utilize to deliver all services in accordance with this contract. Keep in mind emergency services need to be provided at all times.  
(Attach as Addendum E)

**IV. AWARD**

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

**V. SCOPE OF WORK**

**I. Introduction**

Washtenaw County Community Mental Health (WCCMH), a department of Washtenaw County, is the mental health services provider (CMHSP) for the County of Washtenaw. As of the date of writing this proposal, the WCCMH owns or leases twenty-seven (27) properties in Washtenaw County. Twenty-three (23) of those properties are operated as licensed specialized adult foster care homes. These homes provide residential support services to individuals with developmental disabilities, mental illness and/or substance abuse disorders. In addition to our residential homes, WCCMH leases four (4) commercial sites. These four (4) sites are maintained as vocational service sites, where employment opportunities are offered to individuals with developmental disabilities, mental illness and/or substance abuse disorders.

Properties that are owned or leased by WCCMH or consumers/guardians require modifications to ensure the highest level of independence of those we serve. Details of those modifications are located in Scope of Services, subsection C.

Property	OWNED/LEASED	Site City	Site ZIP	No. of Bdrms	Approximate SqFt
Home 1	LEASED	Ann Arbor	48105	4	2428
Home 2	LEASED	Ann Arbor	48103	3	2248
Home 3	LEASED	Ann Arbor	48105	3	1696
Home 4	LEASED	Chelsea	48118	3	1696
Home 5	LEASED	Ypsilanti	48197	4	2531
Home 6	LEASED	Ypsilanti	48197	5	2531
Home 7	LEASED	Ann Arbor	48104	5	1880
Home 8	LEASED	Ann Arbor	48108	5	2531
Home 9	LEASED	Ypsilanti	48197	4	2278
Home 10	LEASED	Ypsilanti	48198	3	100
Home 11	LEASED	Ann Arbor	48103	3	1450
Home 12	LEASED	Ypsilanti	48197	3	100
Home 13	LEASED	South Lyon	48178	4	2278
Home 14	OWNED	Chelsea	48118	3	1696
Home 15	OWNED	Ypsilanti	48197	3	2248
Home 16	OWNED	Ann Arbor	48103	7	2844
Home 17	OWNED	Ann Arbor	48104	3	100
Home 18	OWNED	Ann Arbor	48105	4	2248
Home 19	OWNED	Ann Arbor	48108	4	100
Home 20	OWNED	Saline	48176	3	1696
Home 21	OWNED	Ypsilanti	48197	4	2248
Home 22	OWNED	Dexter	48130	3	2531
Home 23	OWNED	Ann Arbor	48103	4	2248
Voc 1	LEASED	Belleville	48111	N/A	1800
Voc 2	LEASED	Chelsea	48118	N/A	2400
Voc 3	LEASED	Manchester	48158	N/A	890
Voc 4	LEASED	Chelsea	48118	N/A	100

The successful applicant will work closely with the WCCMH to ensure compliance with State of Michigan licensure guidelines, perform periodic home inspections, perform preventative maintenance, and to ensure timely and economical repairs to the homes when necessary.

## II. Scope of Services

### A. Management of Funds

1. The WCCMH will provide cash flow in the form of an annual budget, with a monthly advance for the purpose of ensuring the completion of work required. The advance will be paid each month in the first accounts payable run of the month. The contractor will manage all work within the allocated annual budget amount.
2. At the end of the each quarter, no later than the 15th of the month following the end of the quarter, the escrow account will be reconciled to the applicant's financial records. The WCCMH will reimburse the contractor for any deficiency in the account that was caused by actual payments to trade vendors that exceeded the amount advanced by the WCCMH, but only if the WCCMH gave prior authorization for such payments.
3. The contractor will establish a checking account whose sole purpose will be to deposit the monthly cash advance described above and to pay for maintenance/repairs in accordance with the Scope of Services. The contractor shall submit to the WCCMH a monthly accounting of payments made from the account in the previous month. The accounting shall be received by the WCCMH by the 15th of the month. The accounting will include copies of invoices marked paid, the check number, and date of payment. A copy of the bank statement will also accompany the monthly accounting.
4. The contractor will take responsibility, at its own cost, to correct any incomplete, inaccurate, or defective work, when such inaccuracies are due to the negligence of the contractor, or contracted services approved by the contractor.

### B. Property Maintenance

1. The contractor must hold a current Michigan Residential Builder's or Maintenance and Alteration contractor's license, and must meet all insurance requirements set forth in the contract between the parties.
2. The contractor shall only perform services at WCCMH-authorized service sites.
3. The contractor shall perform services in keeping with deadlines and applicable schedule of services, as authorized by WCCMH designee. The provider will make, or cause to have made, non-emergency repairs within five (5) business days of becoming aware of the need for the repair. If the scope of the repair makes such a timeframe unfeasible, the contractor shall ensure such repairs are made as soon as possible. Emergency repairs will be made immediately. Emergency repairs are any deficiency that if left unattended could cause harm to the occupants or further damage to the property.
4. The contractor will be paid a flat monthly rate, in accordance with the bid submitted



under this RFP, for property maintenance responsibilities, including ongoing preventative maintenance (or sub-contracting for such) as follows:

- a. Quarterly plug/GFI plug testing, with repair/replacement as needed
  - b. Annual water heater check, and test pressure release valve
  - c. Annual furnace and air conditioner inspection/cleaning
  - d. Gutter cleaning twice a year
  - e. Minor wall repair as needed – patching, painting, trim work
  - f. Maintaining function of doors, door locks, windows, and window locks
  - g. Quarterly check of emergency back-up lighting systems and smoke, heat and CO detectors
  - h. Coordinating quarterly fire safety inspections
  - i. Providing 24-hour, 7-day/week emergency repair service or providing a list of trades/ subcontractors for such emergency repair services
  - j. Management of subcontractors
  - k. Performing quarterly home inspections and preparing a report to the WCCMH
5. If repairs more extensive in nature than those listed above are necessary, the contractor will be reimbursed at a per-hour rate, in accordance with the bid submitted, for repairs made by the contractor or contractor's staff. The cost of labor and materials shall be deducted from the checking account established by the contractor pursuant to the agreement between the parties.
  6. If the contractor is unable to make such repairs, the contractor will subcontract with approved contractor and coordinate with the appropriate trade(s) to ensure the repairs are made, utilizing the checking account established for such purposes.
  7. The contractor will coordinate with the home's owner to ensure the completion of any repairs that are the responsibility of the landlord under the lease.
  8. If a repair is deemed to be the responsibility of the service provider in the home, the contractor will notify the WCCMH accordingly.
  9. Any non-emergency maintenance/repair that is the responsibility of the WCCMH and will cost more than \$500 shall be approved by the WCCMH prior to beginning work. Emergency repairs will be made immediately. If the WCCMH is unavailable to give prior approval for an emergency repair, the contractor will ensure the repair is made and will notify the WCCMH on the next business day.

10. The contractor will apply for permits with the appropriate jurisdiction for all work performed that requires a permit, and all work will be performed in accordance with applicable building codes.
11. The contractor will coordinate all inspections and maintenance/repair work with the service provider that staffs the home. Every effort should be made to ensure that maintenance/repair work causes as little disruption as possible to the residents of the home.
12. The contractor will abide by confidentiality requirements as outlined in the contract between the parties, and will ensure that individuals working in the home are respectful of the residents.
13. The contractor will meet quarterly with WCCMH to review quarterly inspection reports. The contractor will meet with WCCMH staff, or other WCCMH employees, as often as reasonably necessary regarding contractor's services.

#### C. Home Modifications

1. The contractor will manage subcontractors or complete home modifications to properties owned or leased by WCCMH or consumers/guardians. Work may include the following.
  - a. The installation of ramps and grab-bars.
  - b. Widening of doorways.
  - c. Modification of bathroom facilities.
  - d. Special floor, wall or window covering.
  - e. Installation of specialized electrical and plumbing systems.
  - f. Central air conditioning.
  - g. Electrical upgrades.
  - h. Adaptations to the work environment.
2. Contractor will be responsible to provide bids for solicited work. This will include all travel, materials and labor costs.
3. Contractor will order equipment specified by occupational therapist through a vendor approved by occupational therapist.
4. Consultation/planning with occupational therapist making recommendations for environmental adaptation is required when requested.
5. Coordination of services: After approval is obtained, contact information to schedule appointments with staff, guardians or consumers will be sent via fax to contractor. This information will not be emailed due to potential privacy issues. Reminder calls to the

site will be made by the contractor.

6. All installation dates and completion dates will be communicated to the occupational therapist.

#### D. Reporting

In addition to the financial reporting described in Section A, the contractor will provide quarterly inspection reports to the WCCMH in a format acceptable to the WCCMH.

#### III. Warranty of Work Performed

All work performed by contractor for this bid shall be warranted for a period of one (1) year. The contractor shall warrant to the WCCMH that labor, materials, and equipment furnished under the contract will be of good quality and new, unless otherwise required or permitted by the contract documents or by agreement of the parties. The contractor shall warrant that work will be free from defects not inherent in the quality required or permitted. Work not conforming to these warranties, including substitutions not properly approved and authorized by the WCCMH, may be considered defective.

#### IV. Term of Award

The award term for RFP#7166 will be for a period of three (2) years and nine (9) months, ending 9/30/2019. No changes to the rate paid under the contract are allowed during that time. The initial contract award and the continuation of the contract are subject to availability of funds and satisfactory performance by the contractor

#### V. Contract Provisions

An example of the terms found in our property maintenance contract which will be awarded under this RFP can be found in Section VI.

<b>Price and Capabilities Sheet</b>		
Indicate monthly amount required for property maintenance per property (Price per property per month for services listed in Scope of Services, subsection B):		\$
Indicate your hourly rate for time spent on outside what is listed in subsection B:		\$
Indicate your hourly rate for time spent on consultation/meetings:		\$
Please indicate below how you will be completing the following trades (exe; Internal or External). If external contractor will be used please specify which: All subcontracting services require submission of invoices and supporting documents.		
Trade:	Internal or External:	If External Specify Contractor:
Electrical:		

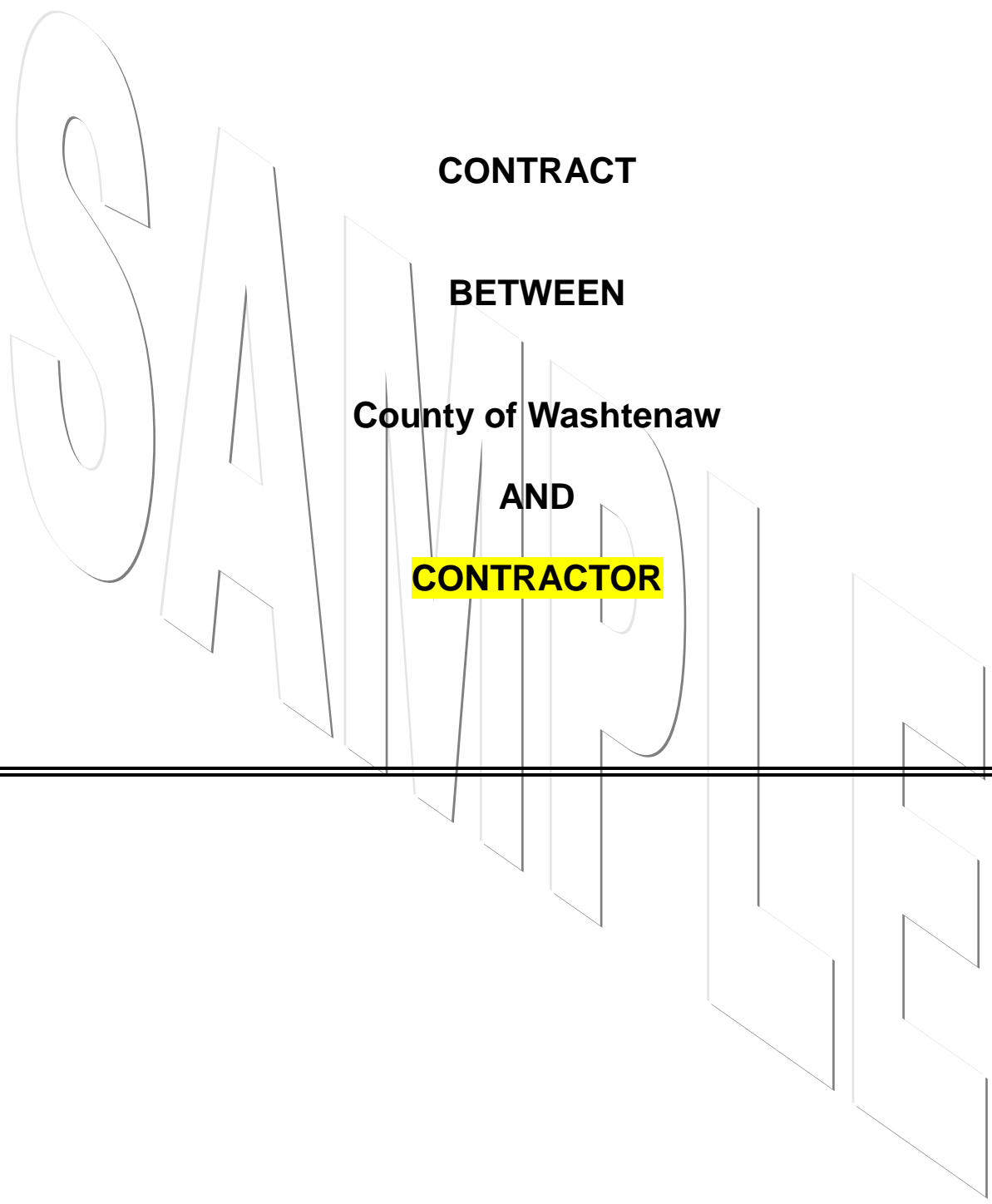
Plumbing:		
HVAC:		
What will the markup percentage be on subcontracted work?		
What will the markup percentage be on materials for work completed by you?		

**(A separate document has been included for your convenience)**

**NOTE: Sample contract below is for service. Replace sample contract with appropriate contract template from G: drive when required.**

**VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS**

*If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:*



**CONTRACT**

**BETWEEN**

**County of Washtenaw**

**AND**

**CONTRACTOR**



**CONTRACT  
With  
CONTRACTOR**

THIS CONTRACT is between the **County of Washtenaw**, on behalf of the Washtenaw County Community Mental Health Agency, a municipal corporation, located at 555 Towner Street, Ypsilanti, MI 48198 (hereinafter referred to as "CMHSP"), and **Contractor**, located at **Address** (hereinafter referred to as "CONTRACTOR").

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

**ARTICLE I: DEFINITIONS/ACRONYMS**

**Community Mental Health Partnership of Southeast Michigan (CMHPSM)**: The prepaid inpatient health plan for the counties of Lenawee, Livingston, Monroe and Washtenaw, identified as Region Six by the Michigan Department of Health and Human Services.

**Community Mental Health Services Program (CMHSP)**: A program operated under Chapter Two of the Michigan Mental Health Code.

**Consumer or Recipient**: Individuals to be served under this Contract.

**Electronic Health Record (EHR)**: An electronic version of a patient's medical history, that is maintained by the provider over time, and may include all of the key administrative clinical data relevant to that persons care under a particular provider, including demographics, progress notes, problems, medications, vital signs, past medical history, immunizations, laboratory data and radiology reports.

**Protected Health Information (PHI)**: Under U.S. law is any information about health status, provision of health care, or payment for health care that is created or collected by a "Covered Entity" (or a Business Associate of a Covered Entity), and can be linked to a specific individual.

**ARTICLE II: TERM**

This contract shall be in effect from **October 1, 2016 to September 30, 2017** inclusive, unless terminated as follows.

**ARTICLE III: TERMINATION**

**A. TERMINATION WITHOUT CAUSE:**

Either party may terminate this contract, or may terminate any service site or any type of service provided under contract, by providing the other party with at least sixty (60) calendar days prior written notice.

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**B. TERMINATION WITH CAUSE:**

This contract, or any service site or any type of service provided under this contract, may be terminated, suspended, denied, revoked, or canceled by CMHSP with thirty (30) calendar days prior written notification in the event that the CONTRACTOR fails to supply any of the services or any of the records, reports, or accounts required by this contract within (10) calendar days, or other agreed upon deadline after the due date, or if CONTRACTOR violates or fails to fulfill the terms of a corrective action plan submitted to the CMHSP. Such termination shall not relieve either party of any obligations incurred prior to the effective date of such termination. The prior notification period may be extended to greater than thirty (30) days only by mutual agreement of both parties.

**C. TERMINATION DUE TO INSUFFICIENT FUNDING:**

This contract obligation is subject to the availability of funds actually appropriated by the legislature for such purpose contingent upon the allocation of such funds made to the CMHSP by the PIHP and Michigan Department of Health and Human Services (MDHHS). The CMHSP Board must annually authorize the use of these funds. If an insufficient funding allocation results in the termination of this contract, such termination will be effective immediately.

**D. TERMINATION EFFECTIVE IMMEDIATELY UPON DELIVERY OF NOTICE:**

Notwithstanding Sections A and B above, CMHSP may immediately terminate this contract, or may terminate any service site or any type of service provided under this contract, by providing written notice of such termination if upon reasonable investigation it concludes that:

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1. CONTRACTOR's Board of Directors, Director/CEO, or other officer or employee has engaged in malfeasance;
2. CONTRACTOR loses its State licensing as applicable;
3. CONTRACTOR loses its eligibility to receive federal funds;
4. Funds allocated under this contract have been improperly used;
5. CONTRACTOR cannot maintain fiscal solvency or files for bankruptcy protection under the U.S. Bankruptcy Code;
6. Program requirements have not been followed;
7. Recipient Rights have been violated (Attachment A); or
8. CONTRACTOR has violated any provision of Michigan Mental Health Code, the MDHHS rules, federal, state and local laws and ordinances, applicable statutes and Medicaid regulations including, but not limited to, the Michigan Medicaid Provider Manual, and all applicable policies established by CMHPSM or CMHSP.

**E. Payment:**

In the event of the termination of this Contract, or any service site or any type of service provided under this Contract, CONTRACTOR will be paid for services provided through the termination date. CMHSP, however, does not waive any claim for damages it may have against CONTRACTOR.

**F. ITEMS AND FUNDS TO BE RELEASED UPON TERMINATION:**

CONTRACTOR agrees to surrender to CMHSP immediately upon termination of this contract, or termination of any service site or any type of service provided under this contract, any CMHSP records, any medications prescribed to and owned by consumers, all consumer personal property including personal funds, any equipment and furniture purchased with CMHSP funds, and all CMHSP funds held by CONTRACTOR not obligated in the performance of this contract.

**G. MEDICAID AND OTHER CLAIMS:**

In the event this contract has been terminated, the parties agree to cooperate and shall supply each other with any and all information necessary for the reimbursement of outstanding Medicaid claims or private third party insurer claims arising out of services provided under this contract and billed to Medicaid or a private insurer.

**H. CONTINUING OBLIGATIONS:**

Any termination of this contract shall not relieve either party of the obligations incurred prior to the effective date of such termination. Nor shall it be deemed to be a waiver of any other remedies it may have in law or equity.



**ARTICLE IV: ASSURANCES**

**A. FEDERAL DEBARMENT AND SUSPENSION:**

Assurance is hereby given to the CMHSP that CONTRACTOR will comply with Federal regulation 45 CFR Part 76. CONTRACTOR certifies to the best of its knowledge and belief that CONTRACTOR, including its employees and any subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above and;
4. Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.
5. **Monthly Verification of Exclusion Status:** The parties acknowledge that this information may be verified through: (1) Michigan Department of Consumer & Industry Services to ensure that the party is not suspended from participation in Michigan Medicaid and/or Medicare and that it is not listed with Michigan Department of Consumer & Industry Services for Unfair Labor Practices; and/or (2) [www.sam.gov](http://www.sam.gov) the U.S. Health and Human Services "excluded parties list." CONTRACTOR shall verify these assurances on a monthly basis during the term of this contract.
6. CONTRACTOR shall provide the CMHSP all federally required identifying information for the CONTRACTOR entity itself, and individuals with ownership or control interests (direct or indirect ownership of five (5%) percent or more, or a managing employee of the CONTRACTOR to the CMHSP upon written request from the CMHSP. The CONTRACTOR must notify the CMHSP of any changes in ownership, control or managing employee status within 35 days.

**B. CRIMINAL CONVICTIONS:**

CONTRACTOR must follow all 42 CFR Part §455.104-106 requirements during the term of this Contract. The CONTRACTOR must provide to the CMHSP the identity of any

person who: (1.) Has ownership or a control interest in the CONTRACTOR, or is an agent or managing employee of the CONTRACTOR; and (2.) Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs.

CONTRACTOR must promptly notify the CMHSP if any individual with beneficial ownership of five percent or more, or control interest of the CONTRACTOR, has been convicted of a criminal offense described under sections 1128(a) and 1128(b)(1), (2), or (3) of the Act, or that have had civil money penalties or assessments imposed under section 1128A of the Act. ([42 CFR 1001.1001\(a\)\(1\)](#)). The CMHSP will immediately notify the CMHPSM and the State of Michigan of any such disclosures by the CONTRACTOR.

**ARTICLE V: CONFIDENTIALITY AND THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

**Section 1** – CONTRACTOR shall be in compliance with applicable confidentiality laws including the Michigan Mental Health Code; 42 CFR, Part 2 (for information related to substance abuse treatment); and all applicable aspects of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Administrative Simplification section, Title II, Subtitle F, regarding standards for privacy and security of protected health information (PHI) as outlined in the Act.

**Section 2** – The CONTRACTOR agrees to implement all administrative, physical, and technical safeguards necessary to reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI received from, or created or received by CONTRACTOR on behalf of, CMHSP in accordance with CMHSP policies and applicable state and federal laws (Exhibit 1). These safeguards apply to PHI in any form or medium.

**Section 3** – CONTRACTOR will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, CMHSP available to the Secretary of Health and Human Services, or its designee, for the purpose of determining CMHSP's compliance with HIPAA.

**Section 4** – If CONTRACTOR becomes aware of a breach or any violation of its obligation to protect the confidentiality and security of consumers' PHI, CONTRACTOR must immediately take reasonable steps to cure the breach or end the violation, and must report the breach or violation to the CMHSP Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. CMHSP reserves the right to terminate this contract or impose contract penalties if it determines that CONTRACTOR has violated a material term of the contract.

**ARTICLE VI: SCOPE OF SERVICES**

CONTRACTOR will work with CMHSP to enhance the Electronic Consent Management (ECM) system to meet the needs of the ONC grant. Enhancements to the system are necessary to

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assure streamlined workflows with CMHSP and each of the selected sites. The following enhancements to ECM will be incorporated into this contract:

- Single point of entry for consents within the CMHSP Electronic Medical Record (EMR);
- Incorporate the use of CC360 data into the PCE MiCare Connect system;
- Allow CMHSP to utilize the consumer dashboard within PCE MiCare Connect system; and
- Explore the feasibility and continue to work with Zenith Technologies to incorporate population health data within PCE MiCare Connect.

**CONTRACTOR will not transport CMHSP consumers.**

CONTRACTOR shall not assign or transfer its duties and/or obligations under this contract without the prior written approval of the CMHSP.

CONTRACTOR shall provide the above services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

### ARTICLE VII: COMPENSATION

**Section 1 - Rates:** Upon completion of the services outlined in Article V and submission and receipt of clean invoices, CMHSP will pay CONTRACTOR **\$1,797.92** per month, not to exceed **TWENTYONE THOUSAND FIVE HUNDRED AND SEVENTY FIVE DOLLARS AND ZERO CENTS (\$21,575.00)**.

**Section 2 – Contingent Upon Funding:** This contract obligation is subject to the availability of funds actually appropriated by the legislature for such purpose, contingent upon the allocation of such funds made to the CMHSP by the MDHHS, as well as the continued acceptable performance by CONTRACTOR in its provision of services under this contract. CMHSP reserves the right for its Board to annually authorize the use of these funds. If an insufficient funding allocation results in the termination of this contract, such termination will be in accordance with the Termination article herein.

**Section 3 - Invoices:** Invoices must be submitted within sixty (60) days of the provision of the service. CONTRACTOR shall include on the invoice the date(s) of service, service type and unit(s) of service provided.

Invoices submitted 60 days or more after the date of a service may be denied. Invoices that have incomplete or incorrect information will be denied. Invoices that have been denied may be resubmitted for consideration with additional and corrected information within thirty (30) days from the denial date. Clean invoices (ie, invoices with all required information correctly completed) will be paid within thirty (30) days of receipt.

**Section 5 – Supporting Documentation:** CONTRACTOR must maintain documentation supporting submitted invoices in a format that provides evidence that the service was provided as billed. CMHSP may review supporting documentation in its determination of appropriateness of the invoice.

**Section 4 - Financial Solvency:** CONTRACTOR shall supply fiscal and program status to CMHSP upon CMHSP's reasonable request of such information. CMHSP may request proof of financial solvency prior to the commencement of services hereunder. If at any time during the term of this Contract there is a change in CONTRACTOR's financial position material to CONTRACTOR's solvency and its' continuing in operation as a going concern, CONTRACTOR shall provide immediate notice to CMHSP.

#### **ARTICLE VIII: REPORTING OF CONTRACTOR**

**Section 1:** CONTRACTOR will report to the CMHSP Director or designee and will cooperate and confer as necessary to ensure satisfactory work progress.

**Section 2:** All reports, estimates, memoranda and documents submitted by CONTRACTOR must be dated and bear CONTRACTOR's name.

**Section 3:** All reports made in connection with these services are subject to review and final approval by the CMHSP Director.

**Section 4:** When applicable, CONTRACTOR will submit a final, written report to the CMHSP Director or designee.

**Section 5:** All reporting requirements must be met by identified timelines. The CMHSP reserves the right to require additional reporting if CONTRACTOR has been placed on a plan of correction or provisional status.

**Section 6:** CMHSP may review and inspect CONTRACTOR's activities during the term of this contract. CMHSP reserves the right to impose sanctions under this contract if it is not satisfied with CONTRACTOR's performance.

**Section 7:** After reasonable notice to CONTRACTOR, CMHSP may review any of CONTRACTOR's internal records, reports, or insurance policies.

**Section 8:** The State Medicaid Agency and/or Health and Human Services may evaluate, through inspection or other means, the performance, appropriateness, and timeliness of any services provided under the terms of this contract and funded with Medicaid funds.

#### **ARTICLE IX: PERSONNEL**

**Section 1:** CONTRACTOR agrees that it will not hire a CMHSP employee for any of the required services without the CMHSP's prior written approval.

**Section 2:** The parties agree that CONTRACTOR and its officers and employees are neither an employee nor an agent of CMHSP for any purpose.

**Section 3:** CONTRACTOR agrees and intends that it, rather than CMHSP, is the sole employer of any staff paid by it to perform the services required by this contract.

**Section 4:** The CONTRACTOR is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the CMHSP against such liability.

**Section 5:** If CONTRACTOR employs any staff, CONTRACTOR agrees to post, in a conspicuous place, a copy of the Whistleblowers' Protection Act developed as a result of the passage of P.A. 469 of 1980, as amended.

**Section 6:** CONTRACTOR will provide the required services and will not subcontract or assign the services without CMHSP's written approval.

**Section 7:** The parties agree that CONTRACTOR is neither an employee nor an agent of CMHSP for any purpose.

**Section 8:** The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with CONTRACTOR. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

#### **ARTICLE X: CULTURAL COMPETENCE**

CONTRACTOR acknowledges an ongoing commitment to linguistic and cultural competence that ensures access and meaningful participation for all people in the service area where CONTRACTOR provides services. Such commitment includes acceptance and respect for the cultural values, beliefs, and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of services.

#### **ARTICLE XI: INDEMNITY**

CONTRACTOR shall protect, defend, and indemnify the CMHSP, CMHSP's Board members, officers, agents, volunteers and employees from any and all liabilities, claims, liens, demands, costs, and judgments, including court costs, costs of administrative proceedings, and attorney's fees, which arise out of the occupancy, use, service, operations, performance or nonperformance of work, or failure to comply with federal, state or local laws, ordinances, codes, rules and regulations or court or administrative decisions, negligent acts, intentional wrongdoing, or omissions by CONTRACTOR, its officers, employees, agents, representatives or subcontractors in connection with this

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contract. Nothing herein shall be construed as a waiver of any public or governmental immunity granted to CMHSP and/or any representative of CMHSP as provided in statute or court decisions.

CONTRACTOR's responsibilities under this Article shall not be mitigated by nor limited to the insurance coverage obtained by CONTRACTOR pursuant to the requirements in the Insurance Article of this contract.

**ARTICLE XII: INSURANCE REQUIREMENTS**

CONTRACTOR will maintain at its own expense during the term of this contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County of Washtenaw shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

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

No payments will be made to the CONTRACTOR until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the CONTRACTOR expires or is canceled during the term of the contract, services and related payments will be suspended. CONTRACTOR shall furnish the certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County Attn: Contracts **CR#**\_\_\_\_\_, 555 Towner St. Ypsilanti, MI 48198, and shall provide for written notice to the Certificate Holder of cancellation of coverage.

**ARTICLE XIII: EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

**ARTICLE XIV: CONFLICT OF INTEREST AND ACCESS TO INFORMATION**

**Section 1 - Conflict of Interest and Insider Information:** CONTRACTOR promises that it has no interest which would conflict with the performance of services required by this contract.

CONTRACTOR affirms that, to the best of its knowledge, no principal, representative, agent, employee, or anyone acting on behalf, or legally capable of acting on behalf, of CONTRACTOR is currently an employee of CMHSP, or of MDHHS or any of its constituent institutions, nor is any such person using, nor is he or she privy to, insider information which would tend to give, or give the appearance of tending to give, an unfair advantage to CONTRACTOR.

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

Breach of this covenant may be regarded as a material breach of this contract and a cause for termination thereof. The CONTRACTOR shall establish procedures and safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being a conflict of interest, or motivated by a desire for private gain for themselves or others with whom they have a family, business, or other ties.

**Section 2 - State and/or Federal Access to Records and Information:** CMHSP, the State of Michigan or its representatives, and/or other authorized audit personnel, including any federal agency or its agent, shall be allowed access to all financial records pertaining to CONTRACTOR's activities under this contract during normal business hours for the purpose of reviewing, copying, and/or auditing. Refusal to allow CMHSP, MDHHS, the State of Michigan or their representatives, and/or other authorized audit personnel, including any federal agency or its agent, access to said records for the above-stated purposes shall constitute a material breach of this contract, for which CMHSP may exercise any of its remedies available at law or in equity, including but not limited to, the immediate termination of this contract. Financial records and supporting documentation must be retained and be available for audit purposes for ten (10) years following the termination of this contract.

Furthermore, CONTRACTOR agrees that if the Secretary of the United States Department of Health and Human Services, the Controller General of the United States, or their duly authorized representatives, at any time within seven (7) years of completing the services to be provided under this contract request access to CONTRACTOR's books, documents, and records in accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (42 USC Section 1395X(v) (I) (I)) and the regulations adopted pursuant thereto, CONTRACTOR shall provide such access to the requesting parties to the extent required by such statute and the regulations adopted pursuant thereto.

**ARTICLE XV: COMPLIANCE WITH LAWS AND REGULATIONS**

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

**ARTICLE XVI: CONTINGENT FEES**

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



commission, percentage, brokerage fee, gift or contingent fee from the compensation due CONTRACTOR.

**ARTICLE XVII: DOCUMENTS AND PUBLICATION**

CONTRACTOR may not copyright documents developed as a result of this contract unless otherwise provided for in this agreement. During the performance of services under this contract, the CONTRACTOR will be responsible for any loss or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by CONTRACTOR must reference the project sponsorship by CMHSP. Any publication of the information or results must be co-authored by the CMHSP.

**ARTICLE XVIII: MISCELLANEOUS PROVISIONS**

**Section 1:** This contract is binding on CMHSP and CONTRACTOR, their successors and assigns to the other party to this contract and all covenants of this contract. Neither CMHSP nor CONTRACTOR will assign or transfer its interest in this contract without the written consent of the other.

**Section 2:** The parties will conform to the code of ethics of their respective national professional associations.

**Section 3:** Changes mutually agreed upon by CMHSP and CONTRACTOR will be incorporated into this contract by written amendments signed by both parties.

**Section 4:** This contract shall be construed according to the laws of the State of Michigan. CMHSP and CONTRACTOR agree that the venue for the bringing of any legal or equitable action under this contract shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

**Section 5:** This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

**Section 6:** This contract is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties to this contract.

**Section 7:** No failure or delay on the part of either of the parties to this contract in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by CMHSP of any payment due to CONTRACTOR constitute or be construed as a waiver by CMHSP of any breach of a provision of this contract, or any default which may then exist, on the part of CONTRACTOR, and the making of any such payment by CMHSP while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMHSP in respect to such breach or default.

**Section 8:** If any clause or provision of this contract is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this contract. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this contract, this contract shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

**Section 9:** The titles of the sections set forth in this contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this contract.

**Section 10:** By entering into this contract, CONTRACTOR acknowledges membership in the CMHPSM Network Provider Panel and agrees to maintain positive working relationships with other contractors within the CMHPSM provider network to best serve the needs of the consumers of the CMHPSM.

**ARTICLE XIX: AUTHORITY TO SIGN**

The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this contract on behalf of the party they represent and that this contract has been authorized by said party.

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this contract.

**BID #7166 PROPERTY MAINTENANCE**

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed this contract.

ATTESTED TO:

By: \_\_\_\_\_ (DATE)  
Lawrence Kestenbaum  
County Clerk/Register

WASHTENAW COUNTY:

By: \_\_\_\_\_ (DATE)  
Gregory Dill  
County Administrator

APPROVED AS TO CONTENT:

By: \_\_\_\_\_ (DATE)  
Trish Cortes  
Executive Director, WCCMH

CONTRACTOR:

By: \_\_\_\_\_ (DATE)  
Authorized Signature  
Name:  
Title:

APPROVED AS TO FORM:

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

**ATTACHMENT A**

**RECIPIENT RIGHTS – CONTRACTOR’S RESPONSIBILITIES**

CONTRACTOR shall:

- A. Treat recipients with dignity and respect, and ensure that their civil rights are not violated by any action or inaction of CONTRACTOR or CONTRACTOR’s staff.
- B. Maintain, in compliance with MCL 330.1748 and MCL 330.1750 of the Mental Health Code and other applicable state and federal laws, the confidentiality of information regarding recipients.
- C. Ensure that emergency medical personnel are notified immediately in response to a recipient’s serious injury or illness.
- D. Notify the appropriate public agency as required by law if the CONTRACTOR or the CONTRACTOR’s staff become aware of or suspect the abuse, neglect, sexual abuse, or death of any recipient (Protective Services - Adults and Children, law enforcement, and other public agencies as applicable).
- E. Ensure that all employees are aware of the terms of this agreement related to recipient rights.
- F. Allow the CMHSP’s Office of Recipient Rights (ORR) representatives access at any time to all staff, recipients, service records, and services of CONTRACTOR in order to fulfill the monitoring function of that office or to conduct a thorough investigation. CONTRACTOR’s employees are required to cooperate with the ORR during an investigation. It shall be the CONTRACTOR’s responsibility to take any necessary action/s to ensure employee compliance.
- G. Remain in compliance with the Bullard-Plawecki Employee Right to Know Act, PA 397 of 1978, by assuring that employees are given written notice under the conditions and as detailed in that Act.

CMHSP reserves the right to terminate this agreement for failure to comply with recipient rights or for any activities by CONTRACTOR that place any recipient in immediate danger.

**EXHIBIT 1**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

**THIS HIPAA BUSINESS ASSOCIATE AGREEMENT** (the "BAA") is between the County of Washtenaw on behalf of the Washtenaw County Community Mental Health Agency ("Covered Entity") and **CONTRACTOR** ("Business Associate"). The Washtenaw County Community Mental Health Agency is a covered entity under the Health Insurance Portability and Accountability Act of 1996, its amendments and implementing regulations ("HIPAA").

Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from Covered Entity, or created by Business Associate on behalf of Covered Entity. Therefore, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement ("BAA").

1. **Definitions:**

For purposes of this BAA, any terms used herein, unless otherwise defined, shall have the same meanings as used in the Privacy and Security Standards of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) and its implementing regulations ("HITECH").

2. **Scope and Interpretation:**

The terms and conditions of this BAA shall supplement and amend all agreements and relationships between the parties ("Base Agreement" or collectively "Base Agreements") which provide for Business Associate's receipt, transmission, maintenance, creation, Use and Disclosure of PHI, in any form or medium, including electronic PHI, in Business Associate's capacity as a "Business Associate" to the Covered Entity. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with HIPAA. In case of any inconsistency or conflict between the Base Agreement(s) and the terms and conditions of this BAA, the terms and conditions of this BAA shall control. Except as supplemented and/or amended, the terms of the Base Agreement(s) shall continue to apply and effect to govern the matters addressed in the Base Agreement(s).

3. **Compliance with Applicable Law:**

Beginning with the relevant effective dates, to the extent Business Associate meets the definition of a "Business Associate" of Covered Entity as such term is defined under HIPAA, Business Associate shall comply with its obligations under this BAA and with all obligations of a business associate under HIPAA, HITECH and other related laws, for so long as Business Associate uses, possesses, accesses or maintains Protected Health Information ("PHI").

4. **Permissible Use and Disclosure of Protected Health Information:**

Business Associate may use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses PHI to a third party for either reason above, prior to making any such disclosure, Business Associate shall obtain: (a) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as Required By Law in accordance with HIPAA or for the purposes for which it was disclosed to such receiving party; and (b) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. **Limitations on Uses and Disclosures of PHI:**

Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required for care coordination in accordance with this BAA, or as Required By Law. All uses and disclosures of, and requests by Business Associate for, PHI are subject to the Minimum Necessary rule of the Privacy Standards and shall be limited to the information contained in a Limited Data Set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH, and any other subsequently adopted guidance.

6. **Required Safeguards To Protect PHI:**

Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this BAA.

7. **Reporting of Improper Use and Disclosures of PHI:**

Business Associate shall report to Covered Entity, within five (5) business days of discovery, a use or disclosure of PHI not provided for in this BAA by Business Associate, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI.

8. **Reporting of Breaches of Unsecured PHI:**

Business Associate shall report to Covered Entity, within five (5) business days of discovery, a breach of unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §§ 164.400-414. Business Associate shall fully cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.

9. **Mitigation of Harmful Effects:**

Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA, including, but not limited to, compliance with any state law or contractual data breach requirements.

10. **Agreements by Third Parties:**

Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI hereunder. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the

same restrictions, terms, and conditions that apply to Business Associate under this BAA with respect to such PHI.

11. **Access to Information:**

To the extent applicable, within ten (10) business days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. §164.524. In the event any individual delivers a request for access to PHI directly to Business Associate, Business Associate shall, within five (5) business days, forward such request to Covered Entity.

12. **Availability of PHI for Amendment:**

Within ten (10) business days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall, within five (5) business days, forward such request to Covered Entity.

13. **Documentation of Disclosures:**

Business Associate agrees to document uses and disclosures of PHI and information related to such uses and disclosures as required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

14. **Accounting of Disclosures:**

Within ten (10) business days of notice by Covered Entity to Business Associate that Covered Entity has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) year period prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. §164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and health care operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days of receipt.

15. **Restrictions:**

Business Associate shall comply with any restrictions on disclosure of PHI requested by an individual and agreed to by Covered Entity in accordance with 45 C.F.R. §164.522.

16. **Security:**

To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:

- a. Comply with the security provisions found at 45 C.F.R. §§164.308, 310, 312, and 316 in the same manner as such provisions apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
- b. Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards in writing to protect such PHI; and
- c. Report to Covered Entity within five (5) business days any Security Incident of which Business Associate becomes aware and which results in a use or disclosure of electronic PHI in violation of this BAA. For those Security Incidents that do not result in a use or disclosure of electronic PHI in violation of this BAA, reports may be made in the aggregate on at least quarterly basis. In this context, the term "Security Incident" shall have the same meaning as such term as defined in 45 CFR 164.304.

17. **Judicial and Administrative Proceedings:**

In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Business Associate shall notify Covered Entity in writing prior to responding to such request to enable Covered Entity to object. Business Associate shall notify



Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) business days of receipt of such request.

18. **Availability of Books and Records:**

Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Standards

19. **Breach of Contract by Business Associate:**

In addition to any other rights Covered Entity may have in this BAA or by operation of law or in equity, Covered Entity may, upon a breach or violation of this BAA, provide a reasonable opportunity for Business Associate to cure or end any such violation within the time specified by Covered Entity. If cure is not possible or if the Business Associate does not cure such breach or violation, Covered Entity may immediately terminate association. Covered Entity's option to have a breach cured shall not be construed as a waiver of any other rights Covered Entity has in this BAA or by operation of law or in equity.

20. **Effect of Termination of Agreement:**

Upon the termination of this BAA for any reason, Business Associate shall return all PHI created by Business Associate or received from Covered Entity to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, its agents and subcontractors. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this BAA, even after termination this BAA, until such time as all PHI has been returned or otherwise destroyed as provided in this Section.

21. **Injunctive Relief:**

Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this BAA would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

22. **Indemnification:**

Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this BAA.

23. **Owner of PHI:**

Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI of Covered Entity.

24. **Obligations of the Covered Entity:**

Covered Entity shall: (i) notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent such limitations affect Business Associate's Use or Disclosure of PHI; (ii) notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, if and to the extent such changes affect Business Associate's Use and Disclosure of PHI; and (iii) notify Business Associate of any restriction on the Use or Disclosure of PHI that covered entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restriction may affect Business Associate's Use or Disclosure of PHI.

25. **Third Party Rights:**

The terms of this BAA do not grant any rights to any third parties.

26. **Independent Contractor Status:**

For the purposed of this BAA, Business Associate is independent of Covered Entity, and shall not be considered an agent of Covered Entity.

27. **Changes in the Law:**

The parties shall amend this BAA to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

**Community Mental Health Partnership of Southeast Michigan  
Ethics and Confidentiality Agreement**

I, (print name) \_\_\_\_\_, fully understand that any information I provide to the Washtenaw County Community Mental Health Agency or any affiliate member of the Community Mental Health Partnership of Southeast Michigan (CMHPSM) concerning myself must be accurate. I ascertain the accuracy of such information.

I will keep confidential all information that I hear, become aware of, or that is revealed in any sort of way during my tenure as a contractor, when that information relates to a recipient or a recipient's family member.

I shall function as a contractor in a way that promotes the rights of, and dignity and respect for, the recipients who are being served.

I understand and agree to be bound by applicable state and federal laws, including but not limited to the Michigan Mental Health Code and Administrative Rules, and the Health Insurance Portability and Accountability Act (HIPAA). I agree to come forward with any conflict of interest if it should arise in any situation, issue, or relationship. I understand that a conflict of interest may require that I be excused from a specific proceeding, at the determination of the CMHSP Director.

In situations where my cultural values, ethics, or religious beliefs conflict with those of a recipient to the extent that it influences my ability to objectively fulfill my responsibilities as a CONTRACTOR, I understand that I have an ethical obligation to discuss this with the CMHSP Director or a Recipient Rights Officer. I understand that it may require that I be excused from a specific proceeding.

Further, I agree to review the Recipient Rights policies and to be accountable for conducting myself in accordance with those policies. I shall discuss any further questions or concerns with one of the Recipient Rights Officers.

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

\_\_\_\_\_  
Witness \_\_\_\_\_ Date \_\_\_\_\_

**SIGNATURE PAGE**

_____ Signature	_____ Company Name	_____ DATE
_____ Print Name	_____ Company Address	
_____ Title	_____ City, County, St. Zip	
_____ Office Telephone #	_____ Cell Phone #	
_____ Federal Tax ID #	_____ Email Address for Purchase Orders	

**The above individual is authorized to sign on behalf of company submitting proposal.**

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.