

A RESOLUTION AUTHORIZING THE SIGNATURE OF THE ADMINISTRATOR ON A CONTRACT WITH HEALTH MANAGEMENT ASSOCIATES TO PROVIDE CONSULTING SERVICES TO THE COUNTY FOR DEVELOPMENT AND EXPANSION OF THE WASHTENAW COUNTY HEALTH CARE PROGRAM FOR THE PERIOD OF NOVEMBER 1, 1999 THROUGH SEPTEMBER 30, 2000

WASHTENAW COUNTY BOARD OF COMMISSIONERS

October 20, 1999

WHEREAS, Washtenaw County operated the Resident County Hospitalization Program (RCHP) from 1990 through 1997; and

WHEREAS, Resolution 97-0274 adopted on December 10, 1997 created the Washtenaw County Health Care Program (WCHC) to replace the RCHP effective January 1, 1998; and

WHEREAS, the County budget includes an annual allocation of \$500,000 to fund the WCHC, and WCHC services were provided since 1998 through contracts with the Regents of the University of Michigan, St. Joseph-Mercy Hospital, Oakwood Hospital Beyer Center, and Chelsea Community Hospital; and

WHEREAS, the Public Health Department provides staffing for WCHC administrative oversight and enrollment activities; and

WHEREAS, local expenditures for health care for the uninsured are eligible for federal matching funds under certain circumstances; and

WHEREAS, federal matching funds would allow for program expansion to serve more eligible uninsured County residents, and expand benefit coverage to those enrolled; and

WHEREAS, the Resident County Hospitalization Task Force, made up of parties to the ongoing consent agreement with the court, has reviewed and supports this resolution; and

WHEREAS, this matter has been reviewed by the County Administrator, the Office of Corporation Counsel, the Human Resources Department, the Finance Department and the Ways and Means Committee

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners authorizes the signature of the Administrator on a contract with Health Management Associates in the amount of \$25,000 for the period November 1, 1999 through September 30, 2000 for consultation on development and expansion of Washtenaw County Health Care, as on file with the County Clerk

PROFESSIONAL SERVICE CONTRACT

AGREEMENT is made this _____ day of _____, 1999, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and Health Management Associates located at

One Michigan Avenue Building, Suite 705, 120 N. Washington Square, Lansing, MI 48933
("Consultant").

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

ARTICLE I - SCOPE OF SERVICES

The Consultant will assist with establishing a system for an expanded Washtenaw County Health Care program, including:

1. Develop overall program and financing strategy.
2. Design benefit options.
3. Develop and review contracts for provider network.
4. Develop and review Indigent Care Agreement with local hospitals which will receive the Medicaid DSH payments.
5. Assist in developing relationships with appropriate entities to provide legal support, claims processing and other administrative functions.
6. Assist in presenting funding alternatives to the RCHP/WCHC Task Force, the Washtenaw County Board of Commissioners, and other community agencies as necessary.
7. Provide technical and data assistance, including extracting SMP claims for Washtenaw County from MSA claims file and provide reports on utilization history.
8. Work with local hospitals to maximize the DSH limits.
9. Assist in rate development.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed \$25,000

ARTICLE III - REPORTING OF CONSULTANT

Section 1 ? The Consultant is to report to the Health Officer and will cooperate and confer with her as necessary to insure satisfactory work progress.

Section 2 ? All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

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

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

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

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

ARTICLE IV - TERM

This contract begins on November 1, 1999 and ends on September 30, 2000.

ARTICLE V ? PERSONNEL

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

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

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

ARTICLE VI ? INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

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

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX? INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X? CONTINGENT FEES

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

ARTICLE XI ? EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational

qualification reasonably necessary to the normal operation of the business).

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

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

ARTICLE XII - ASSIGNS AND SUCCESSORS

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

ARTICLE XIII ? TERMINATION OF CONTRACT

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

ARTICLE XIV - YEAR 2000 COMPLIANCE

Contractor hereby warrants and represents that all products, hardware, software, information (data), and electronic components and systems (all herein referred to as "equipment"), as well as all services, being furnished to Washtenaw County, or relied upon by Contractor in its provision of services or equipment to Washtenaw County, shall be "Year 2000 Compliant". As used herein, the term "Year 2000 Compliant" shall mean the equipment and services will perform the same functions and provide the same level of accurate information and calculations during 1999, 2000, and thereafter as it did prior thereto, including interface to and from other systems or organizations.

In the event of any recognition, calculation, or indication of Year 2000 Compliance problems, Contractor warrants that it shall make all necessary adjustments, corrections, or replacements at no cost to Washtenaw County in order to assure that contractors' products, services and equipment are, or become "Year 2000 Compliant". Contractor agrees to reimburse the County for any costs incurred by the County as a result of contractors' failure to comply with the provision.

ARTICLE XV - EQUAL ACCESS

The Consultant shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI ? OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible

for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVII ? PAYROLL TAXES

The Consultant is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII ? PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX ? CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Consultant, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI ? EXTENT OF CONTRACT

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

ATTESTED TO: WASHTENAW COUNTY

By: _____ By: _____

Peggy M. Haines (DATE) Robert E. Guenzel (DATE)

County Clerk/Register County Administrator

APPROVED AS TO CONTENT: CONSULTANT

By: _____ By: _____

Department/Division Head (DATE) Health Management Associates (DATE)

APPROVED AS TO FORM BY

BY: _____

Curtis N. Hedger (DATE)

Office of Corporation Counsel

REVISED: 2/16/99