

CONTRACT BETWEEN
WASHTENAW COMMUNITY HEALTH ORGANIZATION (WCHO)
AND
NAME OF CONTRACTOR

THIS CONTRACT, entered into this _____ day of _____, 2005, is between **WASHTENAW COMMUNITY HEALTH ORGANIZATION**, located at 555 Towner Boulevard, Ypsilanti, Michigan 48197 (hereafter referred to as "CMHSP") and **NAME OF CONTRACTOR**, located at _____ (hereafter referred to as "CONTRACTOR").

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

ARTICLE I – DEFINITIONS/ACRONYMS

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

Consumers or Recipients: Persons to be served under this Contract.

MCL: Michigan Compiled Laws

ORR: Office of Recipient Rights

ARTICLE II - TERM

This contract shall be in effect from _____ to _____, inclusive, unless terminated as follows.

ARTICLE III - TERMINATION

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

Section 2 - Termination Effective Immediately Upon Delivery of Notice. Section 1 above notwithstanding, CMHSP may immediately terminate this contract if upon reasonable investigation it concludes that:

1. CONTRACTOR's Board of Directors, Director/CEO, or other officer or employee has engaged in malfeasance;
2. CONTRACTOR loses its State licensing;
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
6. Recipient Rights have been violated.

Section 3 – 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.

ARTICLE IV - RECIPIENT RIGHTS

CONTRACTOR shall:

- Post a copy of the “Summary of Rights as guaranteed by the Mental Health Code and Administrative Rules” that is provided by CMHSP. Said Summary must be posted in a conspicuous place at any CONTRACTOR service site where consumers will be served under this contract.
- CMHSP’s Office of Recipient Rights (ORR) representatives shall have 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 officer during an investigation.
- Treat consumers with dignity and respect, and ensure that their civil rights are not violated by any action or inaction of CONTRACTOR or CONTRACTOR’s employees.
- 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 consumers.
- Assure that emergency medical personnel are notified immediately if necessary due to the severity of an injury to a consumer.
- Notify the appropriate public agency as required by law if CONTRACTOR or CONTRACTOR’s staff become aware of or suspect abuse, neglect, sexual abuse, or death of any consumer (Michigan Department of Human Services Protective Services - Adults and Children, law enforcement, and other public agencies as applicable).
- Ensure that all employees are aware of the terms of this contract related to recipient rights. CONTRACTOR shall sign and return to CMHSP a copy of the Ethics and Confidentiality Agreement, which will be provided by CMHSP.
- 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 contract for failure to comply with recipient rights or for any activities by CONTRACTOR that place any consumer in immediate danger.

ARTICLE V – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Section 1 - CONTRACTOR shall be in compliance with 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 - 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. 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, the CMHSP available to the Secretary of Health and Human Services, or its designee, for the purpose of determining CMHSP's compliance with the Health Insurance Portability and Accountability Act of 1996.

Section 4 - If CONTRACTOR becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' PHI, the 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 **SPELL OUT SCOPE OF SERVICE**

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

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

Upon completion of the above services and submission of invoices, CMHSP will pay CONTRACTOR an amount not to exceed **SPELL OUT DOLLAR AMOUNT**.

ARTICLE VIII - REPORTING OF CONTRACTOR

Section 1 – CONTRACTOR will report to **DEPARTMENT HEAD TITLE** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the 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 Executive Director/CEO.

Section 4 - CMHSP may review and inspect CONTRACTOR's activities during the term of this contract.

Section 5 - When applicable, CONTRACTOR will submit a final, written report to the CMHSP Executive Director/CEO.

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

Section 7 - 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 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 will not hire any CMHSP employee for any of the required services without the CMHSP's 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 – Living Wage. The parties understand that Washtenaw County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with CMHSP to pay their employees under that contract, a minimum of either \$9.42 per hour with benefits or \$11.06 per hour without

benefits. CONTRACTOR agrees to comply with this Ordinance in paying its employees. CONTRACTOR understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1st each year and annually thereafter which amount shall be automatically incorporated into this contract. CMHSP agrees to give CONTRACTOR thirty (30) days written notice of such change. CONTRACTOR agrees to post a notice containing CMHSP's Living Wage requirements at a location at its place of business accessed by its employees

OR

Section 7 - Prevailing Wage. CONTRACTOR agrees to comply with the Davis-Bacon Act. CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. See Attachment A for Department of Labor prevailing wage standards for Michigan. In addition, CONTRACTOR shall pay wages not less than once a week.

ARTICLE X - 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 attorneys 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 Contract. 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 XI - INSURANCE REQUIREMENTS

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

1. Workers' Disability Compensation Insurance including Employers Liability Coverage as required by the Workers' Disability Compensation Act of 1969, as amended, (1969 PA 317; MCL 418.101 et seq). This insurance is required only if CONTRACTOR is an employer; if CONTRACTOR is not an employer, CONTRACTOR must provide CMHSP with written assertion of its status as a sole proprietor without employees.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. Licensed independent practitioners must maintain this coverage only if they are seeing consumers at their site. *Policy shall include CMHSP as additional insured with respect to general liability.* CONTRACTOR understands that this additionally insures CMHSP's Board members, officers, employees, agents and volunteers.
3. Motor Vehicle Liability Insurance is necessary unless the scope of services in

Attachment B states that CONTRACTOR will not transport CMHSP consumers. Michigan coverage must include Michigan No-Fault Coverage with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage from any state outside of Michigan must include a rider that provides coverage at minimum levels required in Michigan and extends coverage to Michigan.

Motor vehicle insurance coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. *Policy shall include CMHSP as additional insured.* CONTRACTOR understands that this additionally insures CMHSP's Board members, officers, employees, agents and volunteers. Insurance policies must be issued by a company licensed and admitted to do business in Michigan or Ohio, as applicable, and who has not less than an A.M. Best Company's Insurance Reports Rating of A- and must be acceptable to the CMHSP's Director/CEO.

4. Insurance Submission. The CONTRACTOR shall furnish certificates of insurance evidencing its possession of the required insurance coverage prior to the commencement of services under this contract to:

Washtenaw Community Health Organization
Attention: Provider Relations Unit
555 Towner P.O. Box 915
Ypsilanti, Michigan 48197

No payments will be made to CONTRACTOR until the certificates of insurance have been received and approved by CMHSP. If the insurance, as evidenced by certificates furnished by the CONTRACTOR, expires or is canceled during the term of this contract, services and related payments shall be suspended until certificates evidencing renewal of coverage are submitted to and approved by the CMHSP.

ARTICLE XII - 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 XIII – CONFLICT OF INTEREST

The CONTRACTOR promises that it has no interest which would conflict with the performance of services required by this contract. CONTRACTOR also promises 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.

ARTICLE XIV - 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 XV - 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 XVI - DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by CONTRACTOR. During the performance of the services, CONTRACTOR will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by CONTRACTOR must reference the project sponsorship by CMHSP. Any publication of the information or results must be co-authored by CMHSP.

ARTICLE XVII – MISCELLANEOUS PROVISIONS

Section 1 - This contract is binding on CMHSP and CONTRACTOR, their successors and assigns. 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

ARTICLE XVIII - 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.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed this contract on the day and year first above written.

WASHTENAW COMMUNITY HEALTH ORGANIZATION

Kathleen Reynolds
Executive Director/CEO.

DATE

CONTRACTOR

NAME

DATE