

BIDDER'S COMPANY NAME

## REQUEST FOR PROPOSAL

RFP #6275

# PROPERTY MAINTENANCE OF SPECIALIZED LICENSED RESIDENTIAL SETTINGS

**October 1, 2006 through September 30, 2009**

Prepared by:

Washtenaw Community Health Organization  
555 Towner Boulevard  
P.O. Box 915  
Ypsilanti, Michigan 48197-0915



## WASHTENAW COUNTY

### FINANCE DEPARTMENT

#### Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645

Phone (734) 222-6760, Fax (734) 222-6764

[www.purchasing.ewashtenaw.org](http://www.purchasing.ewashtenaw.org)

## REQUEST FOR PROPOSAL #6275

August 28, 2006

Washtenaw County Purchasing Division on behalf of Washtenaw Community Health Organization (WCHO), the Community Mental Health Services Provider (CMHSP) in Washtenaw County, is requesting proposals from potential bidders for Property Maintenance of its licensed Washtenaw County group homes.

**Sealed Proposals:** Vendor will deliver one (1) original application with an original signature and two (2) copies, which are clearly marked as such, to the following address:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
P.O.Box 8645  
Ann Arbor, MI. 48107**

**by 2:00 p.m. on September 20, 2006**

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

The envelope must be clearly marked "SEALED RFP #6275."

Please direct any purchasing and/or procedural questions regarding this RFP to: Anne Strieter at (734) 222-6760 or email [strietera@ewashtenaw.org](mailto:strietera@ewashtenaw.org)

Thank you for your interest.

**RFP #6275 PROPERTY MAINTENANCE OF SPECIALIZED LICENSED RESIDENTIAL SETTINGS**

**TIMELINE FOR RFP #6275**

Bid to WCHO Board of Directors for review August 15, 2006

Letter notifying potential contractors of bid August 29, 2006

Bid advertised in local newspapers September 3, 2006

Bid available to bidders at Purchasing Department August 29, 2006

Bid submission deadline and bid opening September 20, 2006 (2:00 pm)

Bidder application review/credentialing begins September 21, 2006

Award recommendation approved by WCHO Board of Directors October 2006

Award notice October 2006

Contract prepared October 2006

## **I. Introduction**

Washtenaw Community Health Organization (WCHO) is a community mental health services provider (CMHSP) for the County of Washtenaw. As of the date of writing this proposal, the WCHO owns or leases twenty-two (22) properties in Washtenaw County which are operating as licensed specialized adult foster care homes. These homes provide residential support services to adults with serious and persistent mental illness or developmental disabilities.

The successful applicant will work closely with the WCHO to 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 WCHO 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 below. The advance will be paid each month in the first accounts payable run of the month. The monthly advance will be 1/12 of the total annual budget for property maintenance and repairs. The contractor will manage all work within the allocated annual budget amount.
2. At the end of the each quarter, no later than the 15<sup>th</sup> of the month following the end of the quarter, the escrow account will be reconciled. Any money unused will be returned to the WCHO. The WCHO 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 WCHO, but only if the WCHO 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 below. The contractor shall submit to the WCHO a monthly accounting of payments made from the account in the previous month. The accounting shall be received by the WCHO by the 15<sup>th</sup> 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.

### **B. Property Maintenance**

1. The contractor must hold a current 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 perform services hereunder at WCHO-authorized service sites.
3. The contractor shall perform services in keeping with deadlines and applicable schedule of services, as authorized by the WCHO Provider Relations Unit. The provider will make, or cause to have made, non-emergency repairs within five (5) business days of becoming

## RFP #6275 PROPERTY MAINTENANCE OF SPECIALIZED LICENSED RESIDENTIAL SETTINGS

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.

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:
  - Quarterly GFI plug testing, with repair/replacement as needed
  - Annual water heater check, and test pressure release valve
  - Annual furnace and air conditioner inspection/cleaning
  - Gutter cleaning twice a year
  - Minor wall repair as needed – patching, painting, trim, door, locks
  - Quarterly check of emergency back-up lighting systems and smoke, heat and CO detectors
  - Coordinating fire safety inspections
  - Providing 24-hour, 7-day/week emergency repair service or providing a list of trades/subcontractors for such emergency repair services
  - Performing quarterly home inspections and preparing a report to the WCHO
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 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 WCHO accordingly.
9. Any non-emergency maintenance/repair that is the responsibility of the WCHO and will cost more than \$500 shall be approved by the WCHO Provider Relations Unit prior to beginning work. Emergency repairs will be made immediately. If the WCHO Provider Relations Unit is unavailable to give prior approval for an emergency repair, the contractor will ensure the repair is made and will notify the WCHO Provider Relations Unit 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

## RFP #6275 PROPERTY MAINTENANCE OF SPECIALIZED LICENSED RESIDENTIAL SETTINGS

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 the WCHO Provider Relations Unit to review quarterly inspection reports. The contractor will meet with WCHO Provider Relations Unit staff, or other WCHO employees, as often as reasonably necessary regarding contractor's services.

### C. Reporting

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

### 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 WCHO 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 WCHO, may be considered defective.

### IV. **Terms**

- A. The WCHO 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 contractor's qualifications, and capability to provide the service. The WCHO intends to award a contract to the applicant whose proposal is deemed to best meet the WCHO's needs; the WCHO does not intend to award contracts fully on the basis of any response made to the proposal, and will not award a contract based solely on the bid price.
- B. The WCHO reserves the right to waive informalities or irregularities in bids or bidding procedures.
- C. In the event it becomes necessary to revise any part of the RFP, an addenda will be provided. Deadlines for submission of proposals may be adjusted to allow for revisions.
- D. 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 should be written in ink or typewritten. No erasures are permitted. Mistakes

## **RFP #6275 PROPERTY MAINTENANCE OF SPECIALIZED LICENSED RESIDENTIAL SETTINGS**

should be crossed out and corrected, and must be initialed in ink by the person signing the proposal.

### **V. Term of Contract**

The contract awarded under this RFP will be for a period of three (3) years, ending 9-30-09. 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.

## VI. Contract Provisions

If a contract is awarded under this RFP, the selected contractor will be required to adhere to general contract provisions which will become a part of any formal agreement, such as the following:

### **ARTICLE II - TERM**

This contract shall be in effect from October \_\_\_\_, 2006 to September 30, 2009 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, CONTRACTOR will be paid for services provided through the termination date.

### **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 - 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

## **RFP #6275 PROPERTY MAINTENANCE OF SPECIALIZED LICENSED RESIDENTIAL SETTINGS**

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 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 VIII - REPORTING OF CONTRACTOR**

Section 1 – CONTRACTOR will report to the WCHO Provider Relations Unit and will cooperate and confer as necessary to ensure 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 - When applicable, CONTRACTOR will submit a final, written report to the CMHSP Executive Director/CEO or designee.

Section 5 - All reporting requirements must be met by identified timelines. The CMHSP reserves the right to require additional reporting if it becomes necessary.

Section 6 - CMHSP may review and inspect CONTRACTOR's activities during the term of this contract.

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, or their representatives, 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 – The parties agree that they will not hire an employee of the other party without the other party’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 – 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 \$9.87 per hour with benefits or \$11.58 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 1<sup>st</sup> 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 Washtenaw’s Living Wage requirements at a location at its place of business accessed by its employees.

**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 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

**RFP #6275 PROPERTY MAINTENANCE OF SPECIALIZED LICENSED RESIDENTIAL SETTINGS**

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 XII - 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. *Policy shall include CMHSP as additional insured with respect to general liability.* CONTRACTOR understands that this additionally insures CMHSP Board members, officers, employees, agents, and volunteers.
3. Motor Vehicle Liability Insurance is necessary unless the scope of services article 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

**RFP #6275 PROPERTY MAINTENANCE OF SPECIALIZED LICENSED RESIDENTIAL SETTINGS**

related payments shall be suspended until certificates evidencing renewal of coverage are submitted to and approved by the CMHSP.

**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 MDCH 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

**RFP #6275 PROPERTY MAINTENANCE OF SPECIALIZED LICENSED RESIDENTIAL SETTINGS**

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, MDCH, 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 applicable 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**

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 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.

**RFP #6275 PROPERTY MAINTENANCE OF SPECIALIZED LICENSED RESIDENTIAL SETTINGS**

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 agrees to maintain positive working relationships with other contractors within the CMHPSM provider network as necessary to best serve the needs of the consumers of the CMHPSM.

ATTACHMENT A

**RECIPIENT RIGHTS – CONTRACTOR’S RESPONSIBILITIES**

CONTRACTOR shall:

- A. If applicable, 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 agreement.
- B. Allow access to CMHSP’s Office of Recipient Rights (ORR) representatives 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.
- C. 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 staff.
- D. 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.
- E. Assure that emergency medical personnel are notified immediately if necessary due to the severity of an injury to a consumer.
- F. 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 consumer (Michigan Department of Human Services Protective Services - Adults and Children, law enforcement, and other public agencies as applicable).
- G. Ensure that all employees are aware of the terms of this agreement related to recipient rights. The CONTRACTOR shall sign and return to CMHSP a copy of the Ethics and Confidentiality Agreement, which will be provided by CMHSP and which is made a part of this agreement by reference.
- H. 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 consumer in immediate danger.

## RFP #6275 APPLICATION

### Contractor Qualifications

Name of Contractor: \_\_\_\_\_

Contractor Address: \_\_\_\_\_  
\_\_\_\_\_

Employer Tax ID Number (or Social Security Number): \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Principal Officer: \_\_\_\_\_  
\_\_\_\_\_

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

Builder's License Number: \_\_\_\_\_

Mechanical License Number (if applicable): \_\_\_\_\_

Insurance Company (Name and Address): \_\_\_\_\_  
\_\_\_\_\_

### Bid Amount

Monthly Fee (for management of maintenance program): \_\_\_\_\_

Per-hour Fee (for home repairs performed by contractor or contractor's staff): \_\_\_\_\_

### Contractor References

Do you currently do any work with the Michigan Community Mental Health system? Yes No

If no, have you ever worked with the Michigan Community Mental Health system? Yes No

If yes, please indicate dates: \_\_\_\_\_

**RFP #6275 PROPERTY MAINTENANCE OF SPECIALIZED LICENSED RESIDENTIAL SETTINGS**

- Please provide the CMH agency(ies) name and a contact person for reference purposes:

Name of CMH: \_\_\_\_\_

CMH Contact Person: \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

\_\_\_\_\_

Name of CMH: \_\_\_\_\_

CMH Contact Person: \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

\_\_\_\_\_

You may attach additional CMH references if available.

- If you have never worked with the Michigan CMH system, please provide two non-CMH references:

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

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

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Please provide any additional information you feel is important regarding your company.  
Additional pages may be attached.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MALPRACTICE/NEGLIGENCE/FRAUD SUIT INFORMATION FORM -  
CONFIDENTIAL**

Submit an individual sheet for each case settled and/or pending. Reproduce form as necessary.

Name of Case \_\_\_\_\_

Case Number \_\_\_\_\_

Court \_\_\_\_\_

Date of Occurrence \_\_\_\_\_ Date Case Filed \_\_\_\_\_ Payment Due \_\_\_\_\_

Allegations which are the basis for the claim: \_\_\_\_\_

Description of circumstances in the case: \_\_\_\_\_

Description of the participation in the case: \_\_\_\_\_

Description of the defenses/expert witness review of the case: \_\_\_\_\_

Disposition of the claim: \_\_\_\_\_

Date of disposition: \_\_\_\_\_ Amount of judgment or settlement: \_\_\_\_\_

Disposition of other defendants: \_\_\_\_\_

Amount of judgment or settlement: \_\_\_\_\_

Insurance company(s) involved (if any): \_\_\_\_\_

IF NO CLAIMS, please indicate N/A \_\_\_\_\_ then sign and date.

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

\_\_\_\_\_  
Date

RFP #6275 PROPERTY MAINTENANCE OF SPECIALIZED LICENSED RESIDENTIAL SETTINGS

***I hereby certify that the information submitted in this application is accurate and true. I am consenting to have any necessary outside primary source verification and relevant records/documents reviewed which are pertinent to this application. I understand that, if information submitted on or with this form is found to be false or intentionally misleading, it may result in rejection of the bid. I certify that I am authorized to sign on behalf of the company submitting this proposal.***

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Title