

CONSUMER SERVICES CONTRACT
Technical/Professional Management Services
FY 2026

This Contract is made and shall be effective on {---Effective Date---} by and between **Genesee Health System (GHS)**, a Michigan Community Mental Health Authority (hereinafter referred to as “**Agency**”) whose address is 1040 W. Bristol Rd., Flint, Michigan 48507-5516; and {---Company Name---}, a {---State---} business (hereafter referred to as “**Contractor**”) whose address is {---Street1---}, {---Street2---} {---City---}, {---State---} {---Zip Code---}.

WHEREAS the Agency desires to engage the services and skills of the Contractor, and WHEREAS the Contractor desires to provide services set out herein to the Agency; NOW THEREFORE, consideration, promises, and covenants hereinafter set forth, the parties agree as follows:

1) Contracted Services:

- 1.1 The Contractor agrees to perform the services and such duties as set out in Attachment A - *Contracted Services*.

2) Compensation:

- 2.1 The Agency shall pay the Contractor for the services rendered according to the terms and conditions set out in Attachment B - *Contract Budget*.

3) Term and Termination:

- 3.1 The term of this Contract shall begin on the effective date of this Contract, and end on {---Expiration Date---}, subject to the provisions contained in this Section 3. The initial term of this Contract shall be for one (1) year. Thereafter, the term shall be automatically renewed for consecutive one (1) month periods, providing that both parties continue to perform their respective contract obligations until such time as a new contract is executed or is terminated by notice as set out in Sections 3.2 and 3.3.
- 3.2 Termination Without Cause. This Contract is terminable by either party upon **Thirty or (30)** days written notice. This contract may be terminated within a shorter timeframe provided that it is (1) mutually agreed upon, and (2) both parties have fulfilled all responsibilities, or (3) have mutually agreed to waive certain specified responsibilities, and (4) it is in writing and signed by both parties. Written notice is effective upon mailing.
- 3.3 Termination With Cause. Agency may terminate this contract immediately and without prior notice in the event Agency deems (1) a material breach by the Contractor of any of the terms of this Contract, or (2) if real or potential health, safety, or general welfare of a consumer(s) being served is/are at danger, or (3) for any egregious or unlawful act(s) of the Contractor.
- 3.4 Termination, conclusion, or cancellation of this Contract shall not be construed so as to terminate the ongoing responsibilities of the Contractor or the rights of the Agency contained in this Contract. Contractor shall continue to render services consistent with the terms and conditions of this Agreement during any notice period and shall complete all consumer documentation prior to the effective date of termination.

3.4.1 Contractor shall immediately surrender all property belonging to the Agency, if any such property or equipment was loaned to the Provider for purposes of fulfilling its responsibilities under this Agreement, within fourteen (14) calendar days of termination or expiration. Failure to return Agency property may result in withholding of payment and/or legal action against the Contractor.

4) General Provisions:

- 4.1** The Contractor shall not represent itself, or any of its employees or agents, as an employee of the Agency. In performing its responsibilities under this Contract, the Contractor shall be at all times considered an independent contractor. The Contractor agrees and warrants that it is the sole employer of the personnel the Contractor provides in the performance of its services and duties set out under this Contract: (a) Contractor agrees to be solely responsible for compliance with Federal, State, and Local laws and regulations regarding the Contractor's personnel, and further agrees to indemnify and hold harmless the Agency from any and all claims, assessments, costs, and taxes, claimed or imposed by State, Federal, or Local laws regarding the Contractor's personnel; and (b) Contractor agrees to be solely responsible for any salaries, benefits, or other compensation of the Contractor's personnel. The Contractor will provide continual insurance coverage and submit renewal documents to the contract office.
- 4.2** The Contractor will provide liability insurance coverage(s) satisfactory to the Agency and agrees to indemnify and hold harmless the Agency, Genesee County, the State of Michigan, and their agents against any and all expense and liability arising out of this Contract, Attachment C – *Insurance Provisions*. Upon request, the Contractor shall present proof of liability coverage prior to the provision of services and duties.
- 4.3** Training materials prepared for this Contract are and will remain the property of the Contractor. The Agency may use them internally for future training, but they may not be sold or provided to persons or groups outside the Agency.
- 4.4** The Contractor agrees that the reports on file in the Agency, or of Agency consumers, are the property of the Agency.
- 4.5** The Contractor agrees that any or all representations of the Agency, including but not limited to the use of the Agency name, logo, and/or contact information, may not be included in news releases, brochures, publications, advertisements, websites, or other materials disseminated to the public without prior review by, and permission from, a representative of the Agency's Marketing and Communications Department.
- 4.6** This Contract is contingent upon receipt by Agency of sufficient federal, state and local funds, upon the terms and conditions of such funding as appropriated, authorized and amended, upon continuation of such funding, and collections of consumer fees and third party reimbursements, as applicable. In the event that circumstances occur that are not reasonably foreseeable, or are beyond the control of the parties, that reduces or otherwise interferes with its ability to provide or maintain specified services or operational procedures for its service area, it shall provide immediate notice to the Contractor if it would result in any reduction of the funding upon which this Agreement is contingent. In the event any of the foregoing listed contingencies arise, either party may terminate or amend this Contract.
- 4.7** This Contract supersedes all proposals, prior agreements, or contracts, oral or written,

and all other communications pertaining to the purchase of specialty supports and services between the parties.

4.8 Right to Audit. (Only if providing direct, Medicaid-billable services to GHS consumers) All original records required of the Contractor by the Agency shall be maintained in accordance with Agency Policy # 01-309-10 (dependent upon age of consumer and services received), and shall be readily available for examination or audit upon request by personnel authorized by the Agency or by law and have the ability to produce within 1-2 business days unless otherwise indicated. The Contractor is expected to comply with Claims Verification Policy 04.03.02 of the Region 10 PIHP Policy Manual, which indicates that focused audits may be conducted at any time and may need to take place on short notice. The parties hereto agree that the right to audit exists through 10 years from the final date of the contract period or from the date of completion of any audit, that occurs during such 10 year period, whichever is later, in accordance with 42 CFR 438.230(c) (3)(iii). The parties further agree that if MDHHS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, MDHHS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time, in accordance with 42 CFR 438.230(c)(3)(iv).

4.9 The Contractor shall provide the contracted services in a competent, efficient manner and in accordance with:

4.9.1 The policies and regulations of the Agency and the Michigan Mental Health Code and Administrative Rules.

4.9.2 All applicable federal and state laws and all applicable rules and regulations with respect to rendering services under this Agreement. Provider, for itself and its Personnel, further represents and warrants that Contractor and its Personnel shall comply with the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990, as amended (ADA); Michigan Persons With Disabilities Civil Rights Act (PWDCRA), MCL 37.1101 et seq.; Michigan's Elliot-Larsen Civil Rights Act, MCL 37.2101 et seq.; the Pro-Children Act of 1994, 20 USC 681 et seq.; Clean Air Act, 42 USC 7401; Federal Water Pollution Control Act, 33 USC 1251; the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq., and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208); the Hatch Political Activity Act, 5 USC 1501-1508, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454, 42 USC 4728; the Office of Civil Rights Policy Guidance on Title VI Prohibition Against Discrimination for persons with Limited English Proficiency (guidance regarding responsibilities for providing language assistance under Title VI of the Civil Rights Act of 1964); Section 1557 of the Patient Protection and Affordable Care Act (ACA)

4.9.2.1 By signing this agreement, Contractor attests that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (Standard Form-LLL can be requested by emailing contracts@genhs.org) The Contractor shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Contractor understands that failure to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.9.3 Licensure and certification as may be required by the State of Michigan as well as generally accepted standards of practice for Contractors providing the contracted services.

4.9.4 The Contractor, and if applicable, any sub-contractor agrees to comply with and adhere to the Agency's Recipient Rights Policies and Procedures.

4.9.5 The Contractor agrees to comply with, adhere, and review with staff the Agency's Policy Manual, Procedures and Plan Documents applicable to Network Providers (provided separately at the Agency or available at the www.genhs.org website).

- 4.10** The Contractor shall notify the Agency, in writing, of any dispute regarding the payment for services provided for in this Contract following Agency Policy 05-009-06 Denial of Claims Appeal Process. No suit may be commenced by the Contractor for any claim under this Contract prior to the expiration of ninety (90) days from the date of such written notification, and no suit shall be commenced by the Contractor after the expiration of nine (9) months from the date of termination of this Contract.
- 4.11** Any modifications or amendments to this Contract shall be in writing and signed by all parties hereto.
- 4.12** Notices or other communication may be given to either party, in writing, by electronic mail (email), regular mail, receipted personal delivery mail, certified mail, or certified receipt requested mail, addressed to the addressee shown herein.
- 4.13** The parties agree not to assign this Contract without the prior written consent of the other party.
- 4.14** There are no understandings, representation, Contracts, terms, or conditions, other than those expressly set forth herein.
- 4.15** Whenever words are used herein in one gender, they shall be construed as though they were used in the feminine, masculine, or neutral genders, as the situation may require and where they should so apply. Whenever any words are used herein in the singular form, they should be construed as though they were also used in the plural form in all cases where they should so apply.

- 4.16** The Laws of the State of Michigan as to interpretation and construction and performance shall govern this Contract.
- 4.17** This Contract shall be binding upon the parties hereto, and their respective successors, and shall be binding on the assigns of the Agency.
- 4.18** The validity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 4.19** Compliance with the MDHHS/PIHP Master Contract: It is expressly understood and agreed by the Contractor that this contract is subject to the terms and conditions of the Master Contract entered into between the Michigan Department of Health and Human Services (MDHHS) and the Agency. The term and conditions of the Master Contract, which obligate the Agency, shall be the obligation of the Contractor in this Contract. In the event that any provision of this Contract is in conflict with the terms and conditions of the MDHHS/PIHP Master Contract, the provision of said MDHHS/PIHP Master Contract shall prevail. However, a conflict shall not be deemed to exist where this Contract: (1) Contains additional provisions and additional terms and conditions not set forth in the MDHHS/PIHP Master Contract; (2) restates provision of the MDHHS/PIHP Master Contract to afford the Agency the same or substantially the same rights and privileges as MDHHS; (3) requires the Contractor to perform duties and services in less time than required of the Agency in the MDHHS/PIHP Master Contract; or (4) provisions, additional terms and conditions set forth in the MDHHS/PIHP Master Contract which may not be identified within this contract. The Master Contract is available for review at https://www.michigan.gov/mdhhs/0,5885,7-339-71550_2941_4868_4899---,00.html
- 4.20** All components to fully execute this Contract must be received **within thirty (30) days of mailing** to avoid delay in payment and/or the possibility of termination of this Contract.
- 4.21** **Arbitration.** Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that the Contractor violated any state or federal statute, including, but not limited to: the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Freedom of Information Act, the Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, all as amended; Michigan common law doctrines; or tort claims relating to the employment relationship with the Contractor shall, upon the request of the party involved, be submitted to and settled by binding arbitration in the State of Michigan pursuant to the Michigan Arbitration Act, MCL 600.5001 et seq, and MCR 3.602, and shall be subject to the following terms:
- 4.21.1** The parties specifically agree to arbitrate with the other party in a joint proceeding regarding all common issues and disputes. Neither party may litigate such claims against each other in court. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
- 4.21.2** Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement. The demand for arbitration shall be made within a reasonable

time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of the same, but in no event later than the applicable statute of limitations.

4.21.3 The parties may be represented by counsel.

4.21.4 The parties may conduct pre-hearing discovery in the time and manner provided by the Michigan Court Rules.

4.21.5 The parties shall mutually select an impartial arbitrator. If the parties cannot agree, they will petition the Genesee County Circuit Court to select the arbitrator. The arbitrator shall be sworn to hear and decide the matter fairly.

4.21.6 The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

4.21.7 This arbitration procedure does not waive or limit any statutory damages to which a party is entitled. The parties shall share equally the arbitrator's fees and costs. If required by the arbitrator, each party will post appropriate security for the party's share of the arbitrator's fee, in an amount and manner determined by the arbitrator, before the first day of hearing. Each party shall pay for the party's own costs and attorney fees, if any; provided, however, that the costs of the arbitration proceeding, including the arbitrator's fee, may be taxed as in a civil action. If any party prevails on a statutory claim which entitles the prevailing party to attorney fees, the arbitrator may award reasonable fees to the prevailing party in accordance with such statute or agreement.

4.21.8 An arbitrator's award is final and binds the parties. A judgment on the award may be entered in the highest state or federal court having jurisdiction. The Contractor shall have thirty (30) days after receipt of an arbitral award in favor of the Agency to fully comply with it, and a judgment may not be entered to enforce it until the Contractor has had a reasonable opportunity to comply with the arbitral award.

4.22 Contractor shall defend, indemnify, and hold Agency and its officers, directors, employees, agents and representatives harmless from and against all claims, damages, costs and expenses of any type or nature, including, without limitation attorney fees, that may occur as a result of (i) any acts or omissions of Provider or its officers, directors, employees, contractors, subcontractors or agents; (ii) the Services rendered by Contractor under this Agreement; or (iii) a breach of this Agreement. The Contractor's responsibilities as set forth in this Section shall not be mitigated by insurance coverage obtained by Contractor.

To the extent permitted by law and without loss of governmental immunity, Agency shall defend, indemnify and hold Contractor and its officers, directors, employees, agents and representatives harmless from and against all claims, damages, costs and expenses of any type or nature, including, without limitation attorney fees, that may occur as a result of (i) any acts or omissions of Agency or its officers, directors, employees, contractors, subcontractors or agents; (ii) the duties and obligations of Agency under this Agreement; or (iii) a breach of this Agreement. Agency's responsibilities as set forth in this Section shall not be mitigated by insurance coverage obtained by Agency, and shall not be construed as a waiver of governmental immunity.

4.23 Assignment and Subcontracting. The parties agree not to assign this Contract without the prior written consent of the other party. In the event Contractor intends to subcontract any services provided under this Agreement, a Subcontracting Form must be submitted to Contracts@genhs.org. The GHS Subcontracting form is available on the Agency website at <https://www.genhs.org/For-Providers/Forms/Handouts-and-Administrative>. Agency retains the right to review, approve and monitor any subcontracts or any subcontractor's compliance with this Agreement and all applicable laws and regulations. Any subcontracting approved by Agency shall not terminate the Contractor's legal responsibilities under this Agreement.

5) Authorizing Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

{---Company Name---} (Contractor)

Genesee Health System (Agency)
DANIS RUSSELL, CEO

ATTACHMENT A: Contracted Services Supplement for Consumer Services

A.1 GENERAL PROVISIONS

A.1.0 The purpose of this Contract is to specify the conditions, obligations and duties of the Contractor with regard to:

{---Vendor Services List---}

A.1.1 Reimbursement: Restrictions

The Contractor may not accept reimbursement from a consumer unless the Contract specifically authorizes such reimbursement in the “*Service Description*” section. In such case, a detailed fee scale and criteria for charging the fee must be included.

A.1.2 Recipient Rights Provisions

A.1.2.1 Contractor will strictly comply with all the Recipient Rights provisions of the Mental Health Code (MHC) and Administrative Rules (AR).

A.1.2.2 Agency Board consumers will be protected from rights violations while they are receiving services under the Contract.

A.1.2.3 Contractor agrees to comply with the mechanism established by the Agency for protecting recipients’ rights and to accept the final jurisdiction of the Agency’s Office of Recipient Rights (ORR). If applicable, Contractor agrees that Contractor and/or its employees will cooperate with any Recipient Rights investigation or inquiry.

A.1.2.4 Contractor agrees to comply with and adhere to Agency’s Recipient Rights policies and procedures which are included in the Agency’s Policy Manual. As set forth in section 4.9.5 of this Contract, Contractor agrees to comply with the Agency’s Policy Manual, provided separately at the Agency, or available at the www.genhs.org website.

A.1.2.5 Pursuant to section 330.1755(2)(d) of the MHC, Contractor further agrees that the Agency’s ORR has unimpeded access at any time to all employees and volunteers, service sites of Agency consumers, Agency consumers, service records, and services of the Contractor in order to fulfill the monitoring function of the ORR, including as necessary to complete its annual service site assessment, or to conduct a thorough investigation.

A.1.2.6 Contractor agrees to assure that all employees complete Recipient Rights training annually. Recipient Rights training must be provided or authorized by the Agency’s ORR. In addition, pursuant to section 330.1755(5)(f) of the MHC, Recipient Rights training must be completed within thirty (30) days after commencement of Contract with the Agency, or within thirty (30) days after becoming employed by the Contractor. Contractor will notify the Agency’s ORR at the time any new employee is hired or any employee terminated or transferred.

A.1.2.7 Contractor agrees to comply with the Agency’s reporting requirements in regard to death, serious injury, suspected abuse or neglect, and all other alleged, apparent or suspected Recipient Rights violations concerning an Agency consumer

while under the Contractor's service supervision, as well as legally mandated reporting to Protective Services (adults and children), law enforcement, and other public agencies as applicable.

A.1.2.8 Where the Contract is between the Agency and an individual, Contractor certifies that he or she has not been the subject of an investigation which resulted in a substantiated Recipient Rights violation.

A.1.3 Confidentiality

A.1.3.1 Contractor agrees to maintain the confidentiality of information regarding consumers in compliance with Sections 330.1748 and 330.1750 of the Mental Health Code, HIPAA, and any other applicable State or Federal laws, rules, or regulations.

A.1.3.2 Safeguards: Contractor shall use appropriate safeguards to prevent the use or disclosure of consumers' Personal Health Information [45 CFR 164.504 (e)(2)(ii)(B)]. As applicable, Contractor shall maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and nature and scope of its activities.

A.1.3.2.1 Internet Email Privacy: Contractors may not email any information over the Internet that identifies a consumer by name or case number, **unless the message is encrypted**. This includes initials or any other descriptor which could reasonably identify a person.

A.1.4 Minority Reports

A.1.4.1 The Contractor agrees to give consideration to completing and returning to the Michigan Department of Civil Rights a Minority or Female-Owned or Handicapper-Owned Business Verification form if the Contractor is a minority, female or handicapper proprietary business person, and is not already certified by the Michigan Department of Civil Rights as a bona fide minority or female or handicapper business person. The Contractor also agrees to provide the Agency with information regarding its local work force participation.

A.1.5 Post-Termination

A.1.5.1 Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the Agency may direct, to preserve, maintain, protect, or return to the Agency all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the Agency."

A.1.5.2 Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; Agency Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy."

A.1.6 Conflict of Interest

A.1.5.1 The Contractor affirms that he or she is not currently an employee of the Michigan Department of Health and Human Services (MDHHS) or of the Agency; 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 said Contractor. Breach of this covenant may be regarded as a material breach of the Contract and a cause for termination thereof.

A.1.7 Electronic Mailing

A.1.6.1 The Contractor agrees to have electronic mailing capacity for correspondence with Agency. Updates must be submitted to the Provider Relations Department.

A.1.8 Business Associate Agreement

A.1.9.1 The Contractor agrees to sign and abide by a Business Associate Agreement as prepared by the Agency.

A.1.9 Drug Use Prohibition and Prevention.

Contractor shall maintain policies and procedures prohibiting its employees from smoking, possessing, consuming, or being under the influence of alcoholic beverages or controlled substances while providing Services under this Agreement.

A.1.10 Disclosure of Ownership and Control

A.1.10.1 The Contractor must comply with the federal regulations to obtain, maintain, disclose, and furnish required information about ownership and control interests, business transactions, and criminal convictions as specified in 42 C.F.R. §455.104-106. In addition, the Contractor must disclose ownership and control interest information at the following intervals:

- Provider enrollment.
- Provider re-enrollment.
- Whenever there is a change in ownership or control of the provider entity.

A.1.11 Responsibility for Disclosing Criminal Convictions

A.1.11.1 Contractor, in accordance with the general purposes and objectives of this Contract, must ensure that each direct-hire or contractually employed individual health care staff and / or practitioner meets all background checks, applicable licensing, scope of practice, contractual, and Medicaid Provider Manual (MPM) requirements.

Contractor must promptly notify agency Provider Relations Department of:

A.1.11.2 Any disclosures are made by contractor with regard to the ownership or control by a person that 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. (See 42 CFR 1001.1001(a)(1); or

A.1.11.3 Any staff member, director, or manager of the contractor, individual with beneficial ownership of five percent or more, or an individual with an employment, consulting, or other arrangement with 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 (See 42 CFR1001.1001(a)(1)).

A.1.11.4 Excluded” individuals or entities that have been excluded from participating in the Medicare, Medicaid, or any other Federal health care programs. Bases for exclusion include convictions for program-related fraud, patient abuse, licensing board actions, and / or default on Health Education Assistance loans.

A.1.12 Contract Remedies and Sanctions

The pursuance of any of remedial actions does not require a Contract amendment. The Notice of Contract Violation (NOCV) to the Contractor is sufficient authority. The use of remedies and sanctions will typically follow a progressive approach, but the Agency reserves the right to deviate from the progression as needed to seek correction of serious, or repeated patterns of substantial non-compliance or performance problems. The Contractor can utilize the dispute resolution provision as outlined in Agency Policy #01-115-02 to dispute a NOCV issued by the Agency, or pursue other available legal remedies.

ATTACHMENT B: Contract Budget

B.1. GENERAL PROVISIONS

- B.1.1** The pre-negotiated rate may be increased or decreased as determined to be necessary by the Agency's Chief Executive Officer and in keeping with legislative appropriations, executive orders, or changes in Federal benefit levels for the Contracted services. Said reductions in payment shall not be imposed upon the Contractor on a retroactive basis. The Contractor shall receive at least thirty (30) calendar days notice prior to the effective date of said reductions in payments. Reductions in payments in accordance with this process shall entitle the Contractor to seek modification of program requirements from the Agency.
- B.1.2** The Contractor agrees and understands that the Agency cannot be obligated for costs in excess of the costs of services contained in the rate negotiated between the Contractor and the Agency designee without prior written approval of the Agency. Such costs, if incurred, will be the sole responsibility of the Contractor.
- B.1.3** To assure prompt payment, the Contractor agrees to submit completed reports, invoices, and billings, as required. The billing invoice should include the name and type of Contractor, the rate per/unit of service, and the total charges. The Agency shall pay the contractor the sum due and owing within thirty (30) days of its receipt of a "claim"/verified invoices.

B.2. COMPENSATION

- B.2.1** Rate of Pay. The Agency shall pay the Contractor for services described in Attachment A, at the rate of:
{---Rate Narrative---}
- B.2.2** The Agency shall reimburse the Contractor for expenses as authorized, from time to time, by the Agency's Chief Executive Officer or his designee, which at this time includes: **None**.
- B.2.3** Payment to be made to **{---Company Name---}** (hereinafter referred to as "Contractor") whose address is: **{---Street1---}, {---Street2---} {---City---}, {---State---} {---Zip Code---}**.
- B.2.4** Monthly invoices shall be mailed or emailed to: **GHS, ATTN: Accounts Payable, 1040 W. Bristol Rd., Flint, Michigan 48507-5516 or email Accountpayables@genhs.org**.

ATTACHMENT C: Insurance Provisions

C.1 GENERAL PROVISIONS

- C.1.1** The Contractor shall maintain Commercial General Liability Insurance coverage including but not limited to contractual liability insurance coverage at a limit of at least one million dollars (\$1,000,000.00) per occurrence and aggregate annual limit of two million dollars (\$2,000,000.00). Abuse and molestation cannot be excluded.
- C.1.2** The Contractor shall maintain Professional Liability Insurance coverage including but not limited to claims for damages arising out of errors, omissions, negligent acts, and a minimum occurrence limit of one million dollars (\$1,000,000.00) and aggregate limit of three million dollars (\$3,000,000.00). Abuse and molestation cannot be excluded.
- C.1.3** The Contractor shall maintain complete statutory insurance coverage for Contractor's employees and provide a Certificate of Insurance to the Agency's Chief Executive Officer or his designee at the time of signing this Contract.
- C.1.4** The contractor shall furnish a copy of the binder page of Worker's Compensation or Sole Proprietor Form.
- ~~**C.1.5** The Contractor agrees to maintain commercial auto insurance coverage on the vehicle(s) used to transport Agency consumers. Coverage under the auto policy shall include at least the following:~~
- ~~**C.1.5.1** Liability insurance at a limit of at least one million dollars (\$1,000,000.00) combined into a single limit for bodily injury and property damage;~~
- ~~**C.1.5.2** No fault coverage as required by Michigan law. - **AUTO INS. = NA**~~
- C.1.6** The Contractor shall include the Agency as an additional insured on any insurance policies referenced in this Contract and shall name the Agency as a certificate holder. The insured Certificate of Insurance furnished to the certificate holder shall provide that the insurance shall not be terminated, modified, or allowed to expire without thirty (30) days prior written notice to the Certificate Holder, with the exception of 10 days for non-payment of premium.
- C.1.7** The Contractor shall submit current copies of all applicable insurance certificates to the Agency at the commencement of the Agreement and, thereafter, upon request. Copies of current insurance certificates shall be submitted by the Contractor prior to initial contract award and within fifteen (15) calendar days after policy expiry. If all current insurance certificates are not submitted by the Contractor to the Agency within this time period, the Agency may, beginning on the first day after policy expiration, withhold payment for services rendered until such time as the contractor submits evidence of current insurance coverage.

ATTACHMENT 1 – Service Description