

# City Council Contract Agenda Items Review Checklist

**Reviewer:** \_\_\_\_\_

**Date Received:** \_\_\_\_\_

Date: June 8, 2016 Department Health Division: 25

Dept Head/Contact Person: Veronica Benjamin Phone No.: 313-300-8016

Description: Provision of fiduciary, and personnel services as a vendor contractor to the Health Department  
FOR THE HODWA PROGRAM

brief explanation of function or need of the goods/services

Contract No.: 6000126 PO Type: 6000126 Est. Value: \$ 3,600,000.00  
~~2,100,000.00~~

Contract Term (if applicable): July 1, 2016 to June 30, 2017

Funding: City \_\_\_\_\_ State \_\_\_\_\_ % Federal 100 % Other: \_\_\_\_\_ %  
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Southeastern MI Health Assoc. Required Date: 6/8/16

1. The business being awarded is NEW / RENEWAL. If a renewal, provide justification for renewal: \_\_\_\_\_
2. Was the product or service competitively bid?  Yes  No  
Attach Copy of Bid Tabulation/Evaluation score sheets as needed  
If the answer to #2 is "NO" explain why there was no competition:  
\_\_\_\_\_
3. Was a Co-Operative Agreement Considered?  Yes  No Co-Operative Name: \_\_\_\_\_  
If answer to #3 is "No" explain why a Co-Op was not considered: \_\_\_\_\_
4. Were savings achieved?  
 Yes Amount \$ \_\_\_\_\_  No
5. Does this agreement represent an increase?  
 Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)

Change in amount/volume of the good or service to be used. \_\_\_\_\_.

6. Does the supplier currently provide other goods and services to the City?  Yes  No  
If yes please list: fiduciary & personnel services for (1) Ryan White Contract (2) Health Dept. Comprehensive Plan (CPBC)

7. Is this good/service used by other departments?  Yes  No  
If "yes" can this Req/PAR be combined other department requirements?  Yes  No

8. Is this a service that can be performed by City employees?  Yes  No  
Is this a service that City employees can be trained to do?  Yes  No

NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes \_\_\_ No \_\_\_

PLACE ON EMERGENCY MANAGER AGENDA

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED:  DATE: 6/8/16  
(Department)

INFORMATION PROVIDED BY: Leseliev R. Welch

TITLE: Deputy Director

PHONE: 313-876-0349



**PROFESSIONAL SERVICES CONTRACT**

**BETWEEN**

**CITY OF DETROIT, MICHIGAN**

**AND**

Southeastern Michigan Health Association

**CONTRACT NO.**

6000126

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**CITY OF DETROIT  
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Health Department ("City"), and Southeastern Michigan Health Association, Michigan Non-Profit Corporation, with its principal place of business located at 200 Fisher Building, 3011 W. Grand Boulevard Detroit MI, 48202 ("Contractor").

**Recitals:**

Whereas, the City of Detroit Health Department is a local public health department organized under the Michigan Health Code, P.A. 368 of the Public Acts of 1978, as amended which receives grant funding from various sources; and

Whereas, the City desires to engage the Contractor to render certain technical or professional services ("Services") in the administration of said grant funding, as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and Accordingly, the parties agree as follows:

**Article 1: Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Exhibit C" is the Contractor's Statement of Political Contributions and Expenditures.

"Fiduciary" shall mean Southeastern Michigan Health Association, a vendor, whether incorporated as a firm or individual, or whether a partnership or any combination thereof, and its heirs or successors, personnel, representatives, executors, administrators and assigns.

"Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract."

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

## **Article 2: Engagement of Contractor**

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

## **Article 3: Contractor's Representations and Warranties**

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.
- 3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:
  - a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;

- b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
  - c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
  - d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
  - e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and
- 3.03 That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- 3.04 That any Technology that it is provided to the City shall:
- a) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
  - b) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

**Article 4: Contract Effective Date and Time of Performance**

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The term of this Contract shall begin on 07/01/2016 and shall terminate on 06/30/2019.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

**Article 5: Data to Be Furnished Contractor**

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to

City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

#### **Article 6: Contractor Personnel and Contract Administration**

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.02 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 6.03 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.
- 6.04 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

#### **Article 7: Compensation**

- 7.01 Compensation for Services provided shall not exceed the amount of \$6,300,000 and 00/100 Dollars (\$), inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

(The City employee responsible for accepting performance under this Contract is:

Abdul El-Sayed, MD, DPhil  
Executive Director & Health Officer  
City of Detroit  
Detroit Health Department  
3245 E. Jefferson Ave, Suite 100  
Detroit, MI 48207  
Telephone: 313.876.0301  
Email: elsayeda@detroitmi.gov

The City employee from whom payment should be requested is:

Abdul El-Sayed, MD, DPhil  
Executive Director & Health Officer  
City of Detroit  
Detroit Health Department  
3245 E. Jefferson Ave, Suite 100  
Detroit, MI 48207  
Telephone: 313.876.0301  
Email: elsayeda@detroitmi.gov

#### **Article 8: Maintenance and Audit of Records**

- 8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.
- 8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.
- a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
  - b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
  - c) Each party shall pay its own audit costs.
  - d) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the **powers** to audit all accounts chargeable against the City and to settle disputed claims.

- 8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

**Article 9: Indemnity**

- 9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:
- a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
  - b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
  - c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.
- 9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.
- 9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

**Article 10: Insurance**

10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

TYPE	AMOUNT NOT LESS THAN
a. Workers' Compensation	Michigan Statutory minimum
b. Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
c. Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
d. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage

10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.

10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.

10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.

10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and

enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.

- 10.07 All insurance policies shall name the Contractor as the insured. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.
- 10.08 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

#### **Article 11: Default and Termination**

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.
- 11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.
  - a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
    - 1) The Contractor fails to begin work in accordance with the terms of this Contract; or
    - 2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
    - 3) The Contractor ceases to perform under the Contract; or
    - 4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
    - 5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
    - 6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
    - 7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or

- 8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
  - 9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
  - 10) The Contractor fails in any of the agreements set forth in this Contract; or
  - 11) The Contractor ceases to conduct business in the normal course; or
  - 12) The Contractor admits its inability to pay its debts generally as they become due.
- b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
- e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.
- 11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor thirty (30) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to

the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

- 11.04 The Contractor shall have the right to terminate this Contract at any time at its convenience by giving the City thirty (30) business days written Notice of Termination for Convenience. Said right to terminate shall only arise when: (1) Contractor's expenditures for reimbursement are undisputed by the City; (2) said expenditures have been submitted as required by this Contract; and (3) any amount undisputed by the City has not been paid for forty (40) consecutive business days. As of the effective date of the termination, the Contractor will be obligated to: (a) provide a final invoice or accounting to the City indicating the fees or commissions for services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) a final invoice or accounting to the City indicating the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. Upon receipt of Notice of Termination pursuant to this section, the City shall promptly pay to the Contractor all undisputed amounts due and owing as indicated in the invoice or accounting. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than the maximum price, if one is stated, of this Contract.
- 11.05 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:
- a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
  - b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
  - c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
  - d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
  - e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.
- 11.06 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

#### **Article 12: Assignment**

- 12.01 Neither party shall assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the other party; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

#### **Article 13: Subcontracting**

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.
- 13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

#### **Article 14: Conflict of Interest**

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.

- 14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.04 The Contractor covenants not to employ an employee of the City who performed work under a specific grant funded program covered by this Contract, in a job position with Contractor for which the former City employee would be performing the same grant funded program work for a period of one (1) year after the date of termination of this Contract without written City approval.
- 14.05 The Contractor shall provide a statement listing all political contributions and expenditures (“Statement of Political Contributions and Expenditures”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.
- 14.06 The Contractor’s Statement of Political Contributions and Expenditures shall be attached to this Contract as “Exhibit C” and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**
- 14.07 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

#### **Article 15: Confidential Information**

- 15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

**Article 16: Compliance with Laws**

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

**Article 17: Office of Inspector General**

- 17.01. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 17.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 17.03. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 17.04. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 17.05. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 17.06. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 17.07. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

**Article 18: Amendments**

- 18.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 18.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 18.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Chief Procurement Officer.
- 18.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

**Article 19: Fair Employment Practices**

- 19.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 19.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 19.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

**Article 20: Notices**

- 20.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

*If to the Health Department on behalf of the City:*

City of Detroit  
Detroit Health Department

3245 East Jefferson, Suite 100  
Detroit, MI 48207  
Attention: Dr. Abdul El-Sayed, MD, DPhil, Executive Director & Health Officer

*If to the Contractor:*

SEMHA  
3011 W. Grand Boulevard, Suite 200  
Detroit, Michigan 48202  
Attention: Mr. Gary Petroni, Executive Director

- 20.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.
- 20.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

#### **Article 21: Proprietary Rights and Indemnity**

- 21.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.
- 21.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 21.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.
- 21.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole

or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."

- 21.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 21.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.
- 21.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

#### **Article 22: Force Majeure**

- 22.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

#### **Article 23: Waiver**

- 23.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 23.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 23.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

**Article 24: Miscellaneous**

- 24.01 If this contract is grant funded, this contract is governed by the terms and conditions of the grant agreement. See the full terms and conditions of the grant are included with this contract.
- 24.02 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 24.03 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 24.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 24.05 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 24.06 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 24.07 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 24.08 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 24.09 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 24.10 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 24.11 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.

- 24.12 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 24.13 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 24.14 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

(Signatures appear on next page)

**Signature Page**

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

City of Detroit:  
\_ Department:

Contractor:

By: Kausonitt H. Burdick  
Name  
ASSOCIATE DIRECTOR  
Title  
6/9/16

By: Mary Petroni  
Name  
EXECUTIVE DIRECTOR  
Title  
6/9/16

THIS CONTRACT WAS APPROVED  
BY THE CITY COUNCIL ON:

THIS CONTRACT WAS APPROVED  
BY FRC ON:  
(if FRC approval is not required, leave blank)

7/19/16

7/25/16

Date

Date

APPROVED BY LAW DEPARTMENT  
PURSUANT TO § 7.5-206 OF THE CHARTER  
OF THE CITY OF DETROIT

DocuSigned by:  
*Boysie Jackson* 8/5/2016  
38FD007A85B4440  
\_\_\_\_\_  
Chief Procurement Officer Date

DocuSigned by:  
*Kimberly James* 8/3/2016  
3925B7659A3D409  
\_\_\_\_\_  
Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY  
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT  
OFFICER.**

## EXHIBIT A: SCOPE OF SERVICES

### I. Notice to Proceed

The term of this Contract shall begin on 07/01/2016 and shall terminate on 06/30/2019. The contract is contingent on continued funding by the Detroit Health Department or by Federal agency (ies) responsible for Title 24 CFR 574 Housing Opportunities for Persons with AIDS (HOPWA) services for the Detroit Eligible Metropolitan Area (EMA). It is understood between parties that in the event of any interruption or delay in the continuation of this contract neither SEMHA nor the City of Detroit will incur any liability to the Provider.

### II. Services to be Performed

#### Fiscal and Grant Administration Services

- Perform the financial duties of an employer, including issuance of wage and contractor payments.
- Provide contract and fiscal management of subcontracts with health care provider and community based medical care and improve their medical outcomes serving the HIV infected in the EMA.
- Assure aggregate HOPWA sub-contractors expenditures for administration expenses do not exceed 7% of the total amount of the program funds.
- Make payments in accordance with approved budgets.
- Ensure payments made pursuant to this agreement comply with all pertinent provisions. Title 24 CFR 574 Housing Opportunities for Persons with AIDS (HOPWA), state or local statutes and rules and regulations.
- Comply with HOPWA guidelines, 24 CFR 574.300, 310, 320, and 340 regarding eligibility of clients receiving HOPWA services. Develop and implement written procedures to document and ensure client eligibility in a manner consistent with HOPWA guidelines.
- Reimbursement made under this agreement shall not be used to provide for any item or service for which payments can reasonably be expected to be made by third party payers, including but not limited to Medicaid, Medicare, and/or other State or local entitlement programs. (HOPWA funds are to be used as payer of last resort.)
- Review independent annual audit reports submitted by subcontractors to identify material findings.
- Work with the City of Detroit Office of Grants Management (OGM) to ensure that submission of all required grant related documents (applications, reports, data summaries, assurances, plans) and all other items as required in the Conditions of Award listed in the annual Notice of Grant Award are properly submitted and transmitted to the OGM.
- Work closely with City of Detroit, Department of Health, and Disease Control Financial staff to submit proper monthly expenditure data for Drawdown from the Payment Management System.

### Services to Accomplish Scope of Work

The Southeastern Michigan Health Association (SEMHA) will provide, in furtherance of the Scope of Work listed above, the following Fiduciary and Personnel services as a vendor contractor to the Detroit Health Department:

1. SEMHA will perform the following general financial duties:
  - Issuance of wage payments based on an agreed upon budget.
  - Issuance of Contractor payments.
  - Issuance of benefit payments for support staff.
  - Other applicable wage deductions.
  - Tax withholding and payments to the relevant taxing authorities.
  - Issuance of W-2 forms, 1099s and tax statements.
  - Provide information and consultation regarding worker compensation, including maintaining a list of insurance companies, assisting Contractors with obtaining necessary insurances.
  - Provide information and consultation to Contractors regarding contractual obligation and requirements from funders.
  - Provide information regarding mechanisms and fees for completing employee driving record checks and staff background checks, issuance of payments for such checks.
  - Maintain an employee file for each employee. Assure that all required employee paperwork, including an employer/employee agreement, is on file before issuing paychecks to any individual on behalf of the DHD.
  - Develop and maintain a handbook for staff and employees, develop and provide a checklist and folder to staff containing all required forms and information for the employment process.
  - Provide training and consultation to individuals and groups on staff development and financial requirements of employers.
  
2. SEMHA will perform the following staff support duties:
  - Provide training and consultation to individuals and groups on employer/employee rights per applicable federal, state and local ordinances and laws.
  - Maintain personnel files in accordance with federal standards for support staff.
  - Maintain worker compensation files for 30 years (+) where applicable.
  - Administer and report employee leave of absence (i.e., FML, jury duty, vacation, personal, etc.) and/or accommodations.
  - Assist in recruitment process (place ads, collect resumes).
  - Ensure support staff is legally eligible to work in the U.S.
  
3. SEMHA will perform the following vendor payment duties:
  - Direct payment to vendors on behalf of the DHD for services that are funded through a preauthorized individual Contractor budget.
  - Pay all accurate DHD approved invoices/requests for disbursement within 30 days or less of receipt. Issue emergency checks within one working day of request.
  - Disburse participant funds from appropriate budget categories.
  - Insure that disbursements do not exceed total authorized budget.
  - Notify DHD Administrative staff if disbursement request will result in total budget being exceeded or if expense will exceed budget line item by more than 5% for time period in question.
  - Notify sub-contractors if an invoice is unable to be paid due to:
    - a) Lack of signature.

- b) Lack of contractor agreement on file.
- c) Unable to verify service(s) performed.
- d) Other discrepancies.

4. SEMHA will perform the following record maintenance and audit duties:

- Maintain historical records of budgets, disbursements, budget changes and adjustments for 7 years in accordance with federal guidelines.
- Maintain up to date financial records of program expenditures and budgets in mutually agreed upon format.
- Make all books and records available to Division/city/state/federal or authorized auditors for financial audits and/or reviews as requested.

5. SEMHA will perform the following reporting duties:

- Provide the DHD with a monthly, quarterly and/or annual report.
- Provide reports that are designed to be readable by a non-financial person, and be based on the program budget year.
- Provide reports within ten (10) days after the end of each month.
- Report shall include all of the categories in the individual budget and must reflect actual expenditures from each category.
- Changes in budgets will be reflected in the next monthly report.
- Reports will show the program funds remaining in each category, as well as funds spent.
- Reports will include both year to date and current month figures.
- Track expenditures by program.
- Comply with an agreed upon monthly billing system.
- Comply with any other required reports.

## **EXHIBIT B: FEE SCHEDULE**

### **I. General**

(a) The Fiduciary shall be paid for those Services performed pursuant to this Contract a maximum amount not to exceed Six Million Three Hundred Thousand (\$6,300,000) and 00/100 Dollars, for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

### **II. Project Fees**

The Administrative Fee shall be three percent (3.0 %) of expended funds for the Housing Opportunities for Persons with AIDS (HOPWA) in accordance with the Contract. Said Administrative Fee shall be conditioned upon the submission of a properly submitted Financial Status Report ('FSR') as noted below.

Reimbursement shall be contingent upon the receipt of Grant Funding and may be adjusted from time to time as changes in funding dictates at the sole election of the City. Any unobligated funds held by the Fiduciary at the end of the Contract period shall be returned to the City or treated in accordance with instructions provided by the City.

#### **Conditions for Reimbursement**

The Fiduciary shall be reimbursed for expenditures in accordance with the following terms and conditions:

Reimbursement shall be contingent upon submission to the City of a properly submitted Financial Status Report ("FSR"). The FSR shall be submitted on a monthly basis and must reflect total actual program expenditures regardless of the source of funds. FSRs shall be submitted to the City not later than ten (10) days after the close of each calendar month. The FSR must be signed by an authorized officer or designate of the Fiduciary in order to avoid unnecessary delays in reimbursement.

The Fiduciary may request reimbursement only against the fiscal year in which the costs are accrued. The City shall not be liable for any costs accrued by the Fiduciary or its Subcontractors outside of the Contract period as stated in Exhibit A.

The Fiduciary agrees to refund to the City within thirty (30) days, upon notice any payment or portion thereof, which the City determines was not properly due to Fiduciary. In the alternative, Fiduciary may request that the City deduct the amount of the overpayment from the Fiduciary during the next billing period.

**Fiscal Year End Reporting**

The Fiduciary shall prepare and submit to the City a preliminary FSR for the last month of the Contract period by July 15. The FSR must include actual expenditures and related funding sources through June 30, as well as a listing of any open commitments and/or obligations incurred prior to the end of the Contract that were unpaid as of June 30, Within ninety (90) days after the Contract fiscal year end, Fiduciary must liquidate any such unpaid year-end commitments and/or obligations. A final FSR must be submitted to the City by September 1.

# Bid #16YG360 - Fiscal and Grant Administration Services

Creation Date **May 18, 2016**  
 Start Date **May 20, 2016 11:37:43 AM EDT**

End Date **Jun 3, 2016 4:00:00 PM EDT**  
 Awarded Date **Jun 7, 2016**

16YG360-01-01 Fiscal and Grant Administration Services				
Supplier	Unit Price	Qty/Unit	Total Price	Docs
Southwestern Michigan Health Association ★	First Offer -	1 / each		
Product Code: Agency Notes:				
Supplier Product Code: Supplier Notes:				

## Supplier Totals

<b>Southwestern Michigan Health Association</b> ★		<b>\$0.00</b>
Bid Contact <b>Jeremy Andrews</b> <b>gpetroni@semha.org</b> <b>Ph 313-873-6500</b>	Address <b>3011 W. Grand Boulevard</b> <b>Suite 200</b> <b>Detroit, MI 48202</b>	
Supplier Code <b>252739</b> Qualifications <b>REQUIRED AFFIDAVITS</b>		
Agency Notes:		Supplier Notes:

\*\*All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

Apr 15 2015 16:03 P.02



# REQUEST FOR INCOME TAX CLEARANCE

APR 18 2015

REQUESTING DEPARTMENT/DIVISION: \_\_\_\_\_

CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

Type of Clearance:

New

Renewal (Please submit 30 days prior to submitting MI or expiration date)

A.

To: City of Detroit  
Income Tax Division  
Coleman A. Young Municipal Center  
3 Woodward Avenue, Ste. 512  
Detroit, MI 48226

For: Individual  
or Company Name: Southeastern Michigan Ho

Address: 3011 West Grand Blvd.  
Suite 200

Phone: (313) 224-3328 or 224-3329  
Fax: (313) 224-4588

City: Detroit  
State: MI Zip Code: 48202

Telephone: (313) 873-6500 Fax #: (313) 873-6804

B. Name of Chief Financial Officer/Authorized Control Person  
(Include address if different from above)

Madge M. White, Contracts Manager

Telephone #: (313) 873-6500

Fax #: (313) 873-6504

Employer Identification or Social Security Number  
38-1671500

Spouse Social Security Number

Nature of Contract: To provide fiduciary  
Services for DWP Program

DID CONTRACT AMOUNT (if known):  
Labor: \$ \_\_\_\_\_ Material: \$ \_\_\_\_\_

Contract # (if known): \_\_\_\_\_

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One:  Individual  Corporation  Partnership  Estate & Trust

### INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above)  Yes  No
2. Are you a student, and/or claimed as a dependent on someone else's tax return?  Yes  No
3. Were you employed during the last seven (7) years?  Yes  No
4. Were you a resident of Detroit during the last seven (7) years?  Yes  No

### CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4).  Yes  No
6. Will the company have employees working in Detroit?  Yes  No
7. Will the company use sub-contractors or independent contractors in Detroit?  Yes  No

### FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

- Yes  No  
 Yes  No  
 Yes  No

Signature: INCOME TAX INVESTIGATOR

Date: APR 18 2015

Expires: APR 18 2016

Signature: [Handwritten Signature]

Date: 4-27-16

Expires: 4-27-17

To check the status of a clearance, please call (313) 224-3328 or (313) 224-3329  
VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT [www.detroitmi.gov](http://www.detroitmi.gov)

### CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION  
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER  
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / [RevenueCollections@DetroitMi.gov](mailto:RevenueCollections@DetroitMi.gov)

SECTION A:  BUSINESS LICENSE  BUDGET  CITY COUNCIL  DDOT  DPW  FINANCE  FIRE  HEALTH  
 HUMAN RIGHTS  LAW  MAYOR  OMBUDSMAN  PLANNING & DEVELOPMENT  POLICE  PURCHASING  
 RECREATION  WATER & SEWAGE OTHER \_\_\_\_\_

ADDRESS OF DEPARTMENT 1600 W. Lafayette Suite 200  
DATE SENT 1-25-16 CONTACT PERSON Veronica Benjamin  
PHONE NUMBER 313-300-8016 FAX NUMBER \_\_\_\_\_ EMAIL Benjaminv@detroitmi.gov  
CONTRACT AMOUNT \$ \_\_\_\_\_

SECTION B: CORPORATION LICENSE TYPE \_\_\_\_\_  
CORPORATION NAME Southeastern Michigan Health Association (SEMHA)  
ADDRESS 3011 West Grand Boulevard Suite 200 CITY/STATE/ZIP Detroit, MI 48202  OWN  LEASE  
CITY PERSONAL PROPERTY NUMBER 38-1671500 04990389-10 FID / EIN NUMBER \_\_\_\_\_  
OTHER CITY-OWNED PROPERTY PARCELS 38-1671500  
CONTACT PERSON Madge White PHONE NUMBER 313-873-6500 EMAIL ADDRESS \_\_\_\_\_

SECTION C: PARTNERSHIP LICENSE TYPE \_\_\_\_\_  
BUSINESS NAME \_\_\_\_\_  
BUSINESS ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_  OWN  LEASE  
CITY PERSONAL PROPERTY NUMBER \_\_\_\_\_ FID / EIN NUMBER \_\_\_\_\_  
A: PARTNER'S NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_  OWN  LEASE  
DRIVER'S LICENSE # \_\_\_\_\_ OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_  
B. PARTNER'S NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_  OWN  LEASE  
DRIVER'S LICENSE # \_\_\_\_\_ OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE \_\_\_\_\_  
BUSINESS NAME \_\_\_\_\_  
BUSINESS ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_  OWN  LEASE  
CITY PERSONAL PROPERTY NUMBER \_\_\_\_\_ FID / EIN NUMBER \_\_\_\_\_  
OWNER'S NAME \_\_\_\_\_ DRIVER'S LICENSE # \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_  OWN  LEASE  
OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_

SECTION E: PERSONAL SERVICES  
NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_  
CITY/STATE/ZIP \_\_\_\_\_  OWN  LEASE  
PHONE NUMBER \_\_\_\_\_ DRIVER LICENSE # \_\_\_\_\_  
OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT \_\_\_\_\_  
SOCIAL SECURITY NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

**REVENUE COLLECTIONS  
APPROVED  
CONTRACT CLEARANCES**

FOR TREASURY COLLECTION USE ONLY:

APPROVED  DENIED  DENIED WITH ATTACHMENTS  
*Veronica Benjamin* SIGNATURE DATE JAN 27 2016 CLEARANCE VALID UNTIL AUG 31 2016

REVISED 7-12-2012

**COVENANT OF EQUAL OPPORTUNITY**

**(Application for Clearance – Terms Enforced After Contract is Awarded)**

I, being a duly authorized representative of \_\_\_\_\_, (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or application for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job, assignment, tenure, terms, conditions, or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time until after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No.: (if applicable) \_\_\_\_\_

Duration of Covenant \_\_\_\_\_ to \_\_\_\_\_

Printed Name of Contractor/Organization Southeastern Michigan Health Association  
(Type or Print Legibly)

Contractor Address Detroit, Michigan, 48202  
(City) (State) (Zip)

Contractor Phone/E-mail 313-873-6500 / garyp@semha.org  
(Phone) (E-mail)

Printed Name & Title of Authorized Representative Gary Petroni

Signature of Authorized Representative: *Gary Petroni*  
Date: August 26, 2015

Signature of Notary: *Madge M. White* **\*\*This Document MUST be Notarized\*\***

Printed Name of Seal of Notary: Madge M. White

My Commission Expires: 8 / 31 / 18

FOR CONTRACTING DEPARTMENT USE ONLY:

Date Rec'd \_\_\_/\_\_\_/\_\_\_ Received By: \_\_\_\_\_ Title: \_\_\_\_\_

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434





Southeastern Michigan Health Association (SEMHA)  
**APPLICATION FOR EMPLOYMENT**

PLEASE PRINT OR TYPE.

Equal access to programs, services and employment is available to all persons. Those applicants requiring reasonable accommodation to the application and /or interview process should notify a representative of the Human Resources Department.

Name (Last, First, Middle):		
Address (Street, City, State, Zip):		
Telephone #: ( )	Cellar/Other Phone #:	E-mail Address:
Position(s) applied for		Date of application:
Type of Work Desired: <input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Educational Co-Op <input type="checkbox"/> Seasonal <input type="checkbox"/> Temporary		Date available for work:
What is your desired salary range or hourly rate of pay? \$ _____ Per _____		
Driver's license number required if driving may be required in the job for which you are applying: # _____ State _____		

If necessary, best time to call you is: \_\_\_\_\_ : AM/PM

 Home  Cellular/OtherMay we contact you at work?  Yes  NoIf you are under 18 and it is required, can you furnish a work permit?  Yes  No

If no, please explain:

Have you submitted an application here before?

 Yes  No

If yes, give date(s) and positions(s):

Have you ever been employed here before?

 Yes  No

If yes, give dates: From: \_\_\_\_\_ To: \_\_\_\_\_

Is this application a request for reemployment following an extended military leave of absence from this company?  Yes  NoAre you legally eligible for employment in this country?  Yes  NoWill you relocate if job requires it?  Yes  NoWill you travel if job requires it?  Yes  No

If they have been explained to you, are you able to meet the attendance requirements of the position?

 N/A  Yes  NoAre you able to perform the "essential functions" of the job for which you are applying (with or without reasonable accommodation)?  Yes  No Need more information about the job "essential functions" to respond

This question is not designed to elicit information about an applicant's disability. Please do not provide information about the existence of a disability, particular accommodation, or whether accommodation is necessary. These issues may be addressed at a later stage to the extent permitted by law.

Have you entered into an agreement with any former employer or other party (such as a noncompetition agreement) that might in any way, restrict your ability to work for our company?  Yes  No

If yes, please explain:

Have you ever been bonded?  Yes  NoWill you work overtime if required?  Yes  No

If no, please explain:

**AN EQUAL OPPORTUNITY EMPLOYER**

Southeastern Michigan Health Association (SEMHA)  
 3011 West Grand Blvd., 200 Fisher Building, Detroit, MI 48202 (313) 873-6500

Revised: April 21, 2014

Southeastern Michigan Health Association (SEMHA)  
**APPLICATION FOR EMPLOYMENT**

**EMPLOYMENT HISTORY**

Starting with your most recent employer, provide the following information. "See Resume" is unacceptable. Complete the requested information and attach a resume.

EMPLOYMENT INFORMATION	
Current employer:	Telephone #: ( )
Employer address (street, city, state):	Dates employed:
Starting job title/final job title:	<input type="checkbox"/> Hourly <input type="checkbox"/> Salary \$                      per
Immediate supervisor/title (for most recent position held):	May we contact for reference? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later Email:
Reason for leaving:	
Summarize the type of work performed and job responsibilities:	
What did you like most about your position?	
What were the things you liked least about your position?	
EMPLOYMENT INFORMATION	
Previous employer:	Telephone #: ( )
Employer address (street, city, state):	Dates employed:
Starting job title/final job title:	<input type="checkbox"/> Hourly <input type="checkbox"/> Salary \$                      per
Immediate supervisor/title (for most recent position held):	May we contact for reference? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later Email:
Reason for leaving:	
Summarize the type of work performed and job responsibilities:	
What did you like most about your position?	
What were the things you liked least about your position?	
EMPLOYMENT INFORMATION	
Previous employer:	Telephone #: ( )
Employer address (street, city, state):	Dates employed:
Starting job title/final job title:	<input type="checkbox"/> Hourly <input type="checkbox"/> Salary \$                      per
Immediate supervisor/title (for most recent position held):	May we contact for reference? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Later Email:
Reason for leaving:	
Summarize the type of work performed and job responsibilities:	
What did you like most about your position?	
What were the things you liked least about your position?	

Southeastern Michigan Health Association (SEMHA)  
 3011 West Grand Blvd., 200 Fisher Building, Detroit, MI 48202 (313) 873-6500

Revised: April 21, 2014

Southeastern Michigan Health Association (SEMHA)  
**APPLICATION FOR EMPLOYMENT**

**EMPLOYMENT HISTORY (continued)**

Explain any gaps in your employment, other than those due to personal illness, injury or disability.

If not addressed on previous page, have you ever been fired or asked to resign from a job?  Yes  No

If yes, please explain:

**SKILLS AND QUALIFICATIONS**

Summarize any special training, skills, licenses and/or certificates that may assist you in performing the position for which you are applying:

**Computer Skills** (Check appropriate boxes, Include software titles and years of experience.)

<input type="checkbox"/> Word Processing	Years:	<input type="checkbox"/> Internet	Years:
_____	_____	_____	_____
<input type="checkbox"/> Spreadsheet	Years:	<input type="checkbox"/> Other	Years:
_____	_____	_____	_____
<input type="checkbox"/> Presentation	Years:	<input type="checkbox"/> Other	Years:
_____	_____	_____	_____
<input type="checkbox"/> E-mail	Years:	<input type="checkbox"/> Other	Years:
_____	_____	_____	_____

**EDUCATIONAL BACKGROUND**

Starting with our most recent school attended, provide the following information.

School (Include City and State)	Years Completed	Completed	GPA Class Rank	Major/Minor
		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree: _____ <input type="checkbox"/> Certification: _____ <input type="checkbox"/> Other: _____		
		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree: _____ <input type="checkbox"/> Certification: _____ <input type="checkbox"/> Other: _____		
		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree: _____ <input type="checkbox"/> Certification: _____ <input type="checkbox"/> Other: _____		
		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree: _____ <input type="checkbox"/> Certification: _____ <input type="checkbox"/> Other: _____		

**REFERENCES**

List any names and telephone numbers of three business/work references who are *not* related to you and are *not* previous supervisors. If not applicable, list three school or personal references who are *not* related to you.

Name	Title	Relationship to You	Telephone	E-mail	# of Years Known
			( )		
			( )		
			( )		

**SOCIAL SECURITY NUMBER**

SS#: \_\_\_\_\_

We will use this information only for employment purposes and make reasonable efforts to safeguard your privacy.

Southeastern Michigan Health Association (SEMHA)  
 3011 West Grand Blvd., 200 Fisher Building, Detroit, MI 48202 (313) 873-6500

Revised: April 21, 2014

Southeastern Michigan Health Association (SEMHA)  
**APPLICATION FOR EMPLOYMENT**

**RELATED INFORMATION**

**TO WHAT JOB -RELATED ORGANIZATIONS (PROFESSIONAL, TRADE, ETC.) DO YOU BELONG?**

Exclude memberships that would reveal race, color, religion, sex, national origin, genetic information, citizenship, age, mental or physical disabilities, veteran/reserve, National Guard or any other similarly protected status.

Organization	Offices Held

**LIST SPECIAL ACCOMPLISHMENTS, PUBLICATIONS, AWARDS, ETC.**

Exclude information that would reveal race, color, religion, sex, national origin, genetic information, citizenship, age, mental or physical disabilities, veteran/reserve, National Guard or any other similarly protected status.

\_\_\_\_\_

In your current or a previous job, have you ever written instructions or directions to be followed by employees or customers?

Yes  No  Not Applicable

If yes, please explain: \_\_\_\_\_

Is there any other job-related information you want us to know about? \_\_\_\_\_

\_\_\_\_\_

I agree that any action or suit against the Southeastern Michigan Health Association (SEMHA), arising out of my application or candidacy for employment, my employment, and/or the cessation of my employment, must be brought *within 182 days* of the event giving rise to the claim, or the time limits provided in any statute for such claims, *whichever is shorter*, or be forever barred. I expressly waive any limitation period which is longer than 182 days. \*Nothing in this requirement is intended to nor does interfere with any rights an employee may have under Title I of the Americans With Disabilities Act as Amended.

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

Southeastern Michigan Health Association (SEMHA)  
**APPLICATION FOR EMPLOYMENT**

**APPLICANT STATEMENT**

- I certify that all information I have provided in order to apply for and secure work with this employer is true, complete and correct.
- I expressly authorize, without reservation, the employer, its representatives, employees or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, resumé or job interview. I hereby waive any and all rights and claims I may have regarding the employer, its agents, employees or representatives, for seeking, gathering and using truthful and non -defamatory information, in a lawful manner, in the employment process and all other persons, corporations or organizations for furnishing such information about me.
- I understand that this employer does not unlawfully discriminate in employment and no question on this application is used for the purpose of limiting or eliminating any applicant from consideration for employment on any basis prohibited by applicable local, state or federal law.
- I understand that this application remains current for only 30 days. At the conclusion of that time, if I have not heard from the employer and still wish to be considered for employment, it will be necessary for me to reapply and fill out a new application.
- If I am hired, I understand that I am free to resign at any time, with or without cause and with or without prior notice, and the employer reserves the same right to terminate my employment at any time, with or without cause and with or without prior notice, except as may be required by law. This application does not constitute an agreement or contract for employment for any specified period or definite duration. I understand that no supervisor or representative of the employer is authorized to make any assurances to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by the employer's president.
- I also understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States and that federal immigration laws require me to complete an I-9 Form in this regard.
- This Company does not tolerate unlawful discrimination in its employment practices. No question on this application is used for the purpose of limiting or excluding an applicant from consideration for employment on the basis of his or her sex, race, color, religion, national origin, genetic information, citizenship, age, disability, or any other protected status under applicable federal, state, or local law. This Company likewise does not tolerate harassment based on sex, race, color, religion, national origin, citizenship, genetic information, age, disability, or any other protected status. Examples of prohibited harassment include, but are not limited to, unwelcome physical contact, offensive gestures, unwelcome comments, jokes, epithets, threats, insults, name-calling, negative stereotyping, possession or display of derogatory pictures or other graphic materials, and any other words or conduct that demean, stigmatize, intimidate, or single out a person because of his/her membership in a protected category. Harassment of our employees is strictly prohibited, whether it is committed by a manager, coworker, subordinate, or non-employee (such as a vendor or customer). The Company takes all complaints of harassment seriously and all complaints will be investigated promptly and thoroughly.
- I understand that any information provided by me that is found to be false, incomplete or misrepresented in any respect, will be sufficient cause to (i) eliminate me from further consideration for employment, or (ii) may result in my immediate discharge from the employer's service, whenever it is discovered.

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE APPLICANT STATEMENT.**

I certify that I have read, fully understand and accept all terms of the foregoing Applicant Statement.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

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**CITY OF DETROIT**  
**SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT**

1. Name of Contractor: Southeastern Michigan Health Association

2. Address of Contractor: 3011 West Grand Boulevard, Suite 200, Detroit Michigan 48202

3. Name of Predecessor Entities (if any): \_\_\_\_\_

4. Prior Affidavit Submission? XX No \_\_\_\_\_ Yes, on: \_\_\_\_\_  
(Date of prior submission)

5.     Contractor was established in 1955 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

XX Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

    Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge, all documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Gary Petroni \_\_\_\_\_ (Printed Name) Executive Director \_\_\_\_\_ (Title)

Gary Petroni (Signature) 8/27/15 (Date)

Subscribed and sworn to before me  
this 27<sup>th</sup> day of August, 2015

Mudge Mawhete  
Notary Public, Wayne County, Michigan  
My Commission Expires: 8/31/18

**SAM Search Results**

**List of records matching your search for :**

**Search Term : Southeastern\* Michigan\* Health\* Association\***

**Record Status: Active**

**No Search Results**



(EXHIBIT C - continued)  
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: *Gary Petroni*

Print name: GARY PETRONI

Sworn and subscribed to before me  
on February 23, 2016 [by GARY PETRONI, the  
EXECUTIVE DIRECTOR of the above named contractor/vendor, an authorized  
representative or agent of the contractor/vendor]

Sign: *Maria de la Luz de Luna*

Print: MARIA DE LA LUZ DE LUNA

Notary Public, WAYNE County, Michigan,

Acting in WAYNE County

My Commission Expires: 11/30/2019