

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

APPROVED

OCT 14 2014

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

CONTRACT PO NUMBER
 STANDARD PO NUMBER
 CHANGE ORDER #

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT Health + Wellness Promotion
FUNDING SOURCE (Percent) FEDERAL % STATE 100% CITY % OTHER %	DEPARTMENT CONTACT PERSON Vernice Anthony	PHONE NO. 876-4000
CONTRACTOR'S NAME: Southeastern Michigan Health Association	DATE PREPARED 9/25	
CONTRACTOR'S ADDRESS: 800 Fisher Building 3011 W. Grand Blvd Detroit, MI 48202	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$ 4,021,327.00 TOTAL CPO AMOUNT \$ CHANGE AMOUNT \$	
PHONE NO. 313-873-6500	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER:	MINORITY FIRM <input type="checkbox"/> YES <input type="checkbox"/> NO	
PURPOSE OF CONTRACT: The Provision of Fiduciary Fiscal Management services for Administrator and contract management CHARGE ACCOUNT: - - - - -		

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT AUTHORIZED DEPARTMENT REPRESENTATIVE	
OCT 07 2014	<input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL BUDGET DIRECTOR OR DEPUTY	OCT 01 2014
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ GRANT ACCOUNTANT	
	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL FINANCE DIRECTOR OR DEPUTY	10/1/14
	LAW DEPARTMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL CORPORATION COUNSEL	10/2/2014
	PURCHASING DIVISION PURCHASING DIRECTOR	
CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____		

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: October 8, 2014

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts approved on September 30, 2014, that were Reconsidered

*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of October 7, 2014 and **APPROVED**.*

Reported by the Budget, Finance and Audit Committee:

2898197	Crystal Clear Images	\$61,663.55 / 4 years	CITY-WIDE
	Submitted in the List and Referred September 30, 2014.		

Reported by the Internal Operations Committee:

2897893	Munn Tractor and Lawn	\$199,639.14 / 3 yrs.	GENERAL SERVICE
	Submitted in the List and Referred September 30, 2014.		
2897917	Detroit Salt Co. (Seasonal backup)	\$60,000	GENERAL SERVICE
	Submitted in the List and Referred September 30, 2014.		
2896736	Computech Corporation	\$3,775,500	INFORM.TECH.SERVICES
	Submitted in the List and Referred September 30, 2014.		
2896739	Futurenet Group	\$6,091,200	INFORM.TECH.SERVICES
	Submitted in the List and Referred September 30, 2014.		
86978	Ari Ruttenberg (Sheffield)	\$48,000	CITY COUNCIL
	Submitted in the List for October 7, 2014; Placed on Consent Agenda; Approved with <i>WAIVER</i> .		
86982	Mariela Rodriguez (Castaneda-Lopez)	\$1,200	CITY COUNCIL
	Submitted in the List for October 7, 2014; Placed on Consent Agenda; Approved with <i>WAIVER</i> .		

Reported by the Neighborhood and Community Services Committee:

No Contracts Reported and Approved

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of October 7, 2014

Page 2

*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of October 7, 2014 and **APPROVED.***

Reported by the Planning and Economic Development Committee:

2887980 Detroit Windsor Dance Academy \$60,000 PLANNING & DEVELOPMT
Submitted in the List and Referred September 30, 2014; Approved with **WAIVER.**

Reported by the Public Health and Safety Committee:

2897849 Apollo Fire Equipment \$101,400 FIRE
Submitted in the List and Referred September 23, 2014.

2897255 Jorgensen Ford \$41,397 TRANSPORTATION
Submitted in the List and Referred September 23, 2014.

2897503 Gerald Hanson & Associates \$70,610 TRANSPORTATION
Submitted in the List and Referred September 23, 2014.

2896238 Ft. Wayne / Ajax Paving Industries Jt. Vent. \$1,693,331.89 PUBLIC WORKS
Submitted in the List and Referred September 30, 2014; Approved with **WAIVER.**

2898250 Institute of Population Health \$2,933,579 HEALTH AND WELLNESS
Walked on to Committee Agenda Oct. 6, 2014; Approved for New Business; Approved with **WAIVER.**

2884809,Amd 2 Institute of Population Health + \$2,716,000 to \$11,640,000 HEALTH AND WELL
Walked on to Committee Agenda Oct. 6, 2014; Approved for New Business; Approved with **WAIVER.**

2884810,Amd.2 Institute of Population Health + \$1,746,000 to \$5,550,821 HEALTH AND WELL
Walked on to Committee Agenda Oct. 6, 2014; Approved for New Business; Approved with **WAIVER.**

2898252 Southeast Mich. Health Association \$3,971,327 HEALTH AND WELLNESS
Walked on to Committee Agenda Oct. 6, 2014; Approved for New Business; Approved with **WAIVER.**

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of October 7, 2014

Page 3

*The following contracts and purchase orders were reported to the City Council, at the Regular Session of October 7, 2014 by the Committee and **TABLED FOR 1 WEEK.***

Reported by the Internal Operations Committee:

2897014,Emg.Prcmt.	J-Mac Tree and Debris	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Union issues / privatization.			
2897312,Emg.Prcmt.	Tree Man Services	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Union issues / privatization.			
2897313,Emg.Prcmt.	All Metro Tree Services	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Union issues / privatization.			
2898282	Dan's Tree & Landscape	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 30, 2014; Union issues / privatization.			

*The following contracts were **REFERRED** on October 7, 2014 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee

No Contracts Referred

Referred to Internal Operations Committee

2819573,Exten.	Payne Landscaping	GENERAL SERVICES
2895887	Navitas Advanced Solutions	GENERAL SERVICES
2896738	Data Consulting Group	INFORM.TECH.SERVICES
2896772	VTP, Inc.	MEDIA SERVICES
2770687,Exten.	Michigan Chronicle	CITY-WIDE
2898660	Pinnacle Actuarial Resources	LAW

Referred to Neighborhood and Community Services Committee

No Contracts Referred

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of October 7, 2014

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*The following contracts were **REFERRED** on October 7, 2014 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Planning and Economic Development Committee

2896965	The Heat and Warmth Fund	PLAN. & DEVELOPMT.
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Referred to Public Health and Safety Committee

2893989	QOE Consulting	AIRPORT
2897736	T & N Services	FIRE
2897829	Bill Snethkamp (105 vehicles)	POLICE
2898549	Automated Investigation Management	POLICE
2898663	Woverine Freightliner	PUBLIC WORKS
86985	Theresa A. Kozak	MUNICIPAL PARKING
86987	Khalid Hussain	MUNICIPAL PARKING
86988	Brandon Marcel Patton	MUNICIPAL PARKING
86952	Michael Lehto (legal instructor)	POLICE

The following items have been HELD for review, discussion or report to the Standing Committee.

Held in the Public Health and Safety Committee

2897659	Wright Tools	\$99,000	TRANSPORTATION
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Submitted in the List and Referred September 23, 2014; *To be Corrected.*

City Council Contract Agenda Items Review Checklist

Reviewer: (purchasing agent sign here)

Date Received: 00/00/2014

Date: 9/25 Department: Health and Wellness Promotion Division: Q5

Dept Head/Contact Person: Verice Anthony Phone No.: 313-876-0301

Description: Provision of fiduciary fiscal management services for administration and contract management.
brief explanation of function or need of the goods/services

Contract No.: 2898252 PO Type: _____ Est. Value: \$ 4,021,327.00 ~~0.00~~

Contract Term (if applicable): 10/1/14 to 9/30/15

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

Recommended Supplier: Southeastern Michigan Health Association Required Date: 10/1/14

1. The business being awarded is NEW / RENEWAL. If a renewal, provide justification for renewal: Circle one

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: State audits determined that incumbent fiduciary was insufficient in managing public health funding. SEMHA is the only fiduciary experienced in managing

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: N/A Public Health Funding.

4. Were savings achieved?
 Yes Amount \$ _____ No

5. Does this agreement represent an increase?
 Variance in unit price only (Current unit price \$ ___ Proposed Unit Price \$____)
 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 Management
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: _____
 (Department)

INFORMATION PROVIDED BY: _____

TITLE: _____

PHONE: _____

COMMENTS/REMARKS

Where required by written contract, City of Detroit is Additional Insured on the General Liability policy with respect to liability arising out of ongoing operations performed by the Named Insured on the named project.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM ON GENERAL LIABILITY AND 20 DAYS NOTICE FOR WORKERS COMPENSATION.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Griffin Smalley & Wilkerson, Inc. 37000 Grand River Ave. Suite 150 Farmington Hills MI 48333-2999		CONTACT NAME: Sherry Munro PHONE (A/C No. Ext.): (248) 471-0970 FAX (A/C No.): (248) 471-0641 E-MAIL ADDRESS: smunro@gswins.com															
INSURED Southeastern Michigan Health Association 3011 West Grand Blvd. Suite 200 Detroit MI 48202		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A Philadelphia Indemnity Ins Co.</td> <td></td> </tr> <tr> <td>INSURER B American Compensation Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Philadelphia Indemnity Ins Co.		INSURER B American Compensation Ins. Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 14/15 Liab update WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1130756	2/1/2014	2/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ *1,000,000 MED EXP (Any one person) \$ *20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1130756	2/1/2014	2/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 500 Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB449039	2/1/2014	2/1/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ACMI0007028	5/1/2014	5/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK1130756	2/1/2014	2/1/2015	\$3,000,000 aggregate \$1,000,000 each incident

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 See page 2.

CERTIFICATE HOLDER**CANCELLATION**

City of Detroit City Fin. Dept/Accts Payable Municipal Center 642 Coleman A. Young Detroit, MI 48226	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE William Grimshaw/SDM
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Purchasing - Sole Source Justification

To be Completed and Approved before a commitment is made.

Purchasing Division

Expectation: Except in cases of emergency, Purchases shall require competitive bidding per procedures established by ordinance to protect the interest of the City and to assure fairness.

What is a sole source?

A sole source purchase is defined as the awarding of a purchase order / contract for services or products whereby the process to competitively bid was not performed.

When is a sole source applicable?

A sole source is applicable when documentation is provided that the product or service is supported by any of the following:

- Proprietary (protected by Law)
- New technology (data or product)
- Public Threat
- Licenses
- Specialized facility
- Specialized test equipment
- Unique skills

Check all that applies:

- provide supporting documentation (**mandatory**)
- provide how cost/price was benchmarked

Department Name Health and Wellness Promotion Date 9/25/14

Description of Goods/Services to be Purchased: Provision of Fiduciary Fiscal Management Services for administration and Contract Management

Justification of Sole Source: SEMHA is the only fiduciary experienced in managing public health funding. State Audits determined that incumbent fiduciary was insufficient.

When are Goods or Services Required: October 1, 2014

***Approval required by Department Executive (Director level or above)**

Kizzy Montgomery Requestor (Name) [Signature] Signature 9/25/14 Phone / Date

Department Exec or Director (Name) Signature Phone /Date

Purchasing Representative (Name) Signature Phone/ Date

Lena E. Willis Chief Procurement Officer (Name) [Signature] Signature 9/25/14 Phone/ Date
313-628-0773

CITY OF DETROIT
LAW DEPARTMENT
Office of Corporation Counsel
-CONTRACTS SECTION-

INTERDEPARTMENTAL MEMORANDUM

TO: Contracts Desk
Purchasing

FROM: Christopher S. Ammerman
Senior Assistant Corporation Counsel
Writer's Direct Dial: (313) 237-3053

SUBJECT: EXPIRED DOCUMENTS - CONTRACT NUMBER: 2898252
Vendor Name: SENHA

DATE:

The documents checked below have expired. Prior to placement of this contract on City Council's agenda, please insure that the documents identified below are current or have been renewed. The department has been notified on the date listed below.

Thank you for your cooperation in this request.

CLEARANCES

___ Property Tax ___ Income Tax
___ Human Rights ___ Other

INSURANCE

X

The coverage required by this contract per the certificate of insurance furnished with this contract was not provided or has expired as follows:

Entire Certificate: ___ General Liability: ___
Prof. Liability: ___ Excess Liability: ___
Automobile: ___
Workers' Comp.: ___ Employers' Liability ___
*Other (Identify) X - City listed as additional insured

***Insurance coverage must include the City of Detroit as an additional insured. Please provide the City of Detroit Purchasing Department with an insurance certificate that complies with the contract requirement.**

The departmental requestor was notified by this writer on 10/8/14

cc: DHWP

Attn: Kizzi Montgomery

SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

SOUTHEASTERN MICHIGAN HEALTH ASSOCIATION

“SEMHA”

For

**The Provision of Fiduciary Fiscal Management Services for Administration and Contract
Management**

CONTRACT NO.

2898252

CONTRACT PROVISIONS

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Signature Page 27

Exhibit A—Scope of Services

Exhibit B—Fee Schedule

**CITY OF DETROIT
SERVICES CONTRACT**

THIS CONTRACT is entered into by and between the City of Detroit, a municipal corporation of the State of Michigan, acting by and through its **Health and Wellness Department ("City") and the Southeastern Michigan Health Association ("Contractor" or "Fiduciary")**, a Michigan non-profit corporation with an office located at 200 Fisher Building, 3011 West Grand Boulevard, Detroit, Michigan 48202-3011.

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 *Fiduciary* to assist the *City* in the administration of said *Grant Funding*, hereinafter called the "*Services*", as set forth in this document and *Exhibits*, which are incorporated by reference herein; and

WHEREAS, the *City* in engaging the *Fiduciary*, desires to provide for the efficient and orderly performance of the designated *Services*; and

WHEREAS, the *Fiduciary* represents that it is authorized and prepared to provide the qualified professional personnel with the necessary skills to perform the *Services* as herein stated in a manner which is responsive to the *City's* needs.

NOW THEREFORE, in consideration of the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto 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, Emergency Manager, City Council and by the Purchasing Director.

"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.

"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, based on the plain meaning of the approved grant, 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

3.01.1 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, to the best of its knowledge, 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:

- (f) 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; and,

- (g) That any Technology that it is provided to the City shall:
 - (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - (2) 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, Emergency Manager and signed by the City’s Purchasing Director. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on **September 30, 2015**.

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 Finance Director 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.

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 In order to facilitate the performance of Services under this Contract, 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 **Four Million Twenty One Thousand Three Hundred Twenty Seven Dollars (\$4,021,327.00)** inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 17, 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:

**Deborah Whiting
Deputy Director
City of Detroit Department of Health and Wellness Promotion
1600 West Lafayette, Second Floor
Detroit, Michigan 48216
(313) 876-4347 (Telephone)
(313) 876-0309 (Facsimile)**

The City employee from whom payment should be requested is:

**Deborah Whiting
Deputy Director
City of Detroit Department of Health and Wellness Promotion
1600 West Lafayette, Second Floor
Detroit, Michigan 48216
(313) 876-4347 (Telephone)
(313) 876-0309 (Facsimile)**

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 upon reasonable 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) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
 - (d) Each party shall pay its own audit costs.
 - (e) 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 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.

9.05 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:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(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 for bodily injury and property damage 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

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 and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without written notice to the City as required in the policy. 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.

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 of Contractor 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 as stated in the underlying grant for which the Scope of Services are 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 thirtieth 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 require 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 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. Contractor agrees that all records, data, notes, reports, and documents prepared by the Contractor for the City under this Contract, exclusive of records and documents prepared by the Contractor regarding its own employees or subcontractors, shall become the City's exclusive property, whether or not in the possession of the City. Contractor further agrees that all documents prepared by the Contractor for the City and all documents specified by the City are free from any claim or retention rights on the part of the Contractor except as may be specifically provided in this Contract.; 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, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract. This provision expressly excludes Contractor's employees and persons with whom Contractor has subcontracted to perform any work under this Contract.

11.06 Upon termination of the Contract, for any reason, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, including equipment and furnishings and rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party. Contractor agrees that it shall, and it shall insure that a sub-contractors or contracted providers shall, use their respective best efforts to ensure an orderly transfer of customers/consumers to other service providers, as needed. At the expiration or termination of this Contract, Contractor agrees that it shall cooperate with any subsequent contractors and City staff who assumes performance of the services previously provided by the Contractor. This obligation to cooperate shall be binding for a period not to exceed ninety (90) business days following termination or expiration of this Contract.

Article 12.
Assignment

12.01 Neither party shall not 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. This Article expressly excludes the Contractor's exclusive right to hire, manage, terminate, or control any aspect of employment or contract relationship with its own employees, associates or contractors who perform work under this Contract.

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.

13.02 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.

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 employees to comply with all applicable federal, state and local laws.

Article 17.
Amendments

17.01 Either party may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the other party 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.

17.02 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 and the City shall continue to pay any un-disputed amounts to the Contractor until the dispute is resolved.

17.03 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 Purchasing Director.

17.04 Neither party shall be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the other party and any of its Associates.

Article 18.

Fair Employment Practices

18.01 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.

18.02 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.

18.03 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 19.

Notices

19.01 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 and Wellness Department on behalf of the City:

**City of Detroit
Department of Health and Wellness Promotion
1600 W. Lafayette St., Suite 200
Detroit, MI 48216
Attention: Ms. Vernice Anthony, Director of Public Health**

If to the Contractor:

**Southeastern Michigan Health Association
200 Fisher Building
3011 West Grand Blvd.
Detroit, Michigan 48202
Attention: Mr. Gary Petroni**

19.02 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.

19.03 Each party agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the other party on notice of such action and waives any and all claims relative to such notice.

Article 20.

Proprietary Rights and Indemnity

20.01 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.

20.02 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.

20.03 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.

20.04 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."

20.05 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.

20.06 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.

20.07.1 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 21.

Force Majeure

21.01 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.

Article 22.

Waiver

- 22.01 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.
- 22.02 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.
- 22.03 No failure by either party 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 23.

Miscellaneous

- 23.01 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.
- 23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City or the Contractor nor their respective agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by either party by implication or otherwise unless expressly set forth in this Contract.
- 23.03 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.
- 23.04 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.

23.05 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. Each party 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. Each party also agrees that it shall not commence any action against the other 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.

23.06.1 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.

23.07 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.

23.08 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.

23.09 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.

23.10 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.

23.11 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.

23.12 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.

23.13 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)

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

Witnesses:

Contractor:

1. Carol Austerberry
Name

By: [Signature]
Name Mouhanad Hammami

2. Catherine Oliver
Name

Its: President
Title

Witnesses:

City of Detroit

Health + Wellness Promotion Department:

1. [Signature]
Name

By: [Signature]
Name

2. Lena G. Sullivan
Name

Its: Public Health Director
Title

EXHIBIT A

SCOPE OF SERVICES Program Description

The *Contract* term shall commence on **October 1, 2014** and shall continue through and until **September 30, 2015**.

I. FISCAL MANAGEMENT

The *Fiduciary* shall provide fiscal management *Services* relating to the reimbursement of costs for **Contract Administration** and as identified in the approved budgets attached as *Exhibit B*. In accordance therewith, the *Fiduciary's* responsibilities shall include the following:

The *Fiduciary* shall prepare payrolls and vouchers for the reimbursement of *Service Providers*, program staff, program consultants, *Subcontractors*, vendors, equipment, and supplies. The *Fiduciary* shall immediately notify the *City* if it discovers that (1) all funds may not be expended prior to the end of the *Contract* period, or (2) the allocated *Contract* funds appear to be insufficient to meet anticipated expenditures or to pay the approved providers.

The *Fiduciary* shall prepare and submit all reports required or approved by the *City* or the *Grantor Agency* for the performance of *Services* under this *Contract*. Each report shall be submitted to the *City* within ten (10) days following the end of the calendar month or portion thereof being reported upon, or at least five (5) days prior to the due date established by the *Grantor Agency*.

The *Fiduciary* shall comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in the performance of this *Contract*. Specifically, indirect costs must be determined in accordance with requirements contained in OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-122 "Cost Principles for Nonprofit Organizations." Indirect cost rates must be approved by the *City*, and supporting documentation must accompany the initial budget submitted by the *Fiduciary*.

II. PERSONNEL ADMINISTRATION

The *Fiduciary* shall designate a *Personnel Coordinator*, acceptable to the *City*, who shall be duly supervised by the *Fiduciary*. The *Fiduciary* shall provide notice to the *City* of the individual designated as *Personnel Coordinator*, or of any change in such designation, by registered mail return receipt requested as provided in Section 17. In addition to his or her other duties, the *Personnel Coordinator* shall act as a liaison between the *Fiduciary* and the *City* regarding personnel issues. Day-to-day *Services*, if any, to be performed by the *Fiduciary* shall be performed in cooperation with the designated *City* representative.

The *Personnel Coordinator* shall hire, in accordance with *Exhibit B*, all personnel necessary for the proper administration of the *Grant Funding*. The *City* will provide the *Personnel Coordinator* with project schedules, performance goals and a description of the duties to be performed by the *Fiduciary's* personnel assigned to this *Contract*. This information shall be based solely on the approved grant proposal and/or requirements of the grant-funded program or the Grantor and shall not be related to the general policies of the *City* in any way, except those that relate to buildings and the like.

The *Personnel Coordinator* shall ensure that all personnel shall devote such time, attention, skill, knowledge and professional ability as is necessary to most effectively and efficiently perform the *Services* in conformity with the highest professional practices in the industry.

The *Personnel Coordinator* shall ensure that all personnel assigned to this *Contract* possess the requisite licensing, certification, bonding, or other such legal requirements necessary to fulfill the responsibilities of the position for which the individual has been hired.

The *Personnel Coordinator* shall be responsible for all disciplinary action, including termination if necessary, of the *Fiduciary's* personnel assigned to this *Contract*. In no event shall the *City* discipline *Fiduciary's* personnel, nor shall the *Fiduciary* discipline the *City's* personnel. The *Fiduciary* shall, however, inform the Detroit Health Department's Human Resource Director of any adverse conditions which materially affect its personnel's ability to attain the objectives or which prevent the meeting of time schedules or goals established by the *City*.

Should the *City* determine that any Contractor personnel assigned to perform services under this *Contract* are performing such services unsatisfactorily, the *City* must immediately contact the Personnel Coordinator and explain its reasons for determining same. The *City* may also recommend to the Personnel Coordinator that the personnel be replaced, however that determination is within the sole discretion of the Contractor.

The *Fiduciary's* personnel's daily working hours while working in or about a *City* facility shall be limited to those hours in which the *City* facility is open for business, unless otherwise directed by the *City*.

The relationship of the *Fiduciary's* personnel to the *City* is and shall continue to be that of independent contractors and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions 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 parties, or either party's agent, employee or *Subcontractor*. The *Fiduciary* agrees to hold the *City* harmless from any such claims, by any such persons, and any costs or expenses related thereto, including, but not limited to, legal fees and defense costs.

III. EQUIPMENT PURCHASES AND TITLE

The *Fiduciary* assures that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of OMB Circular A-102 (as revised), implemented through applicable portions of the associated "Common Rule" as promulgated by responsible federal Contractor(s), or OMB Circular A-110 as applicable and that records sufficient to document the significant history of all purchases are maintained for a minimum of three (3) years after the end of the *Contract* period.

Any equipment purchases supported in whole or in part by *Grant Funding* must be specified in an attachment to the Program Budget Summary. For purposes of this *Contract*, equipment means tangible, non-expendable, personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Title to equipment having a unit acquisition cost of less than \$5,000 shall vest with the *City* upon acquisition. The *Funding Agency* reserves the right to retain or transfer the title to all items of equipment and non-expendable personal property having a unit acquisition cost of \$5,000 or more to the extent that the *Grantor Agency's* proportionate interest in such equipment and/or personal property supports such retention or transfer of title.

****** End of Exhibit A ******

EXHIBIT B BUDGET

The *Fiduciary* shall be reimbursed for fees and costs incurred in connection with the administration of the *Grant Funding* provided under this *Contract* in an amount not to exceed **\$4,021,327.00** in accordance with this *Exhibit B*. This amount is inclusive of the *Fiduciary's* Administrative Fee as specified below and any advance as specified in Article 5.02. Unless this *Exhibit B* is amended pursuant to Article 17, this amount shall be the entire compensation to which the *Fiduciary* is entitled for the performance of the *Services* under this *Contract*.

The Administrative Fee shall be five percent (5%) of the expended funds for each of the programs the *Fiduciary* administers in accordance with this *Contract*. Said Administrative Fee shall be conditioned upon the submission of a properly submitted Financial Status Report ("FSR") as noted below.

DHWP Public Health Programs

The following programs shall be administered under this contract with the designated funding:

WIC Residential - \$488,250.00
WIC Breastfeeding - 94,575.00
Infant Safe Sleep - \$43,650.00
ELPHS Immunization and Coordination - \$1,164,000.00
Immunization IAP - \$321,235.00
Local MCH - \$1,483,364.00
FIMR - \$2,700.00
Public Health Emergency Preparedness - \$162,524.00
Public Health Emergency Preparedness CRI - \$211,029.00
HIV Integrated Planning - \$50,000.00

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.

In order to qualify for reimbursement, all expenditures must be necessary, reasonable, allowable and allocable for the proper and efficient administration of the applicable program.

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*.

Unless otherwise provided by the *Grantor Agency*, Fees and collections earned by the *Fiduciary* and any *Subcontractor* under this *Contract* which are generated by the provision of service to clients and/or shared cost supported wholly or in part by state-administered funds, shall be the first source of funding.

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.

CITY ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the 25th day of September,
20 14, by Vernice Anthony,
(name of person who signed the contract)
the Director of Public Health,
(title of person who signed the contract as it appears on the contract)
of Department of Health and Wellness Promotion,
(complete name of the City department)
on behalf of the City.

Notary Public, County of Wayne
State of Michigan
My commission expires: 8/31/18

MADGE M. WHITE
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires _____



CORPORATE ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the 25th day of September,
20 14, by Mouhanad Hammami,
(name of person who signed the contract)
the President,
(title of person who signed the contract as it appears on the contract)
of Southeastern Michigan Health Association,
(complete name of the corporation)
on behalf of the Corporation.

Madge M White

Notary Public, County of Wayne

State of Michigan

My commission expires: August 31, 2018

MADGE M. WHITE
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires 8/31/18

RESOLUTION OF CORPORATE AUTHORITY

I, **William Ridella**, Corporate Secretary for the **Southeastern Michigan Health Association**, a Michigan Corporation (the "Company") **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on **February 29, 1980** and that the same is now in force and effect:

"RESOLVED, that the President, the Vice President, the Treasurer and the Secretary and each of them is authorized to execute and deliver, in the name and on behalf of the company and under its corporate seal or otherwise, an agreement or other instrument or documents in connection with any matter of transaction that shall have been duly approved; the execution and delivery of agreement, document or other instrument, or document (Contract) in connection with any matter of transaction that shall have been duly approved; and the execution and delivery of any contract by any of the aforementioned officers shall be conclusive evidence of such approval.

FURTHER I CERTIFY THAT ___ is Chairman **Mouhanad Hammami** is President and **Kim Comerzan** is 1st Vice President and **William Ridella** is Treasurer, and **Gary Petroni** is Executive Director, **William Ridella** is Corporate Secretary.

FURTHER CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Company to the conditions, obligations, stipulations and undertaking contained in this Contract between the City of Detroit and Southeastern Michigan Health Association and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand to this day of July 16, 2014.

CORPORATE SEAL.
(If any)



William Ridella, Corporate Secretary

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 4087 (Telephone)
(313) 224 - 4238 (Fax)

Nature of Contract _____
Contract Amount _____

Business Type: () Corp () Partnership () Sole Proprietorship () Personal Services

Business Name Southeaster Michigan Health Association

Business Address 3011 West Grand Boulevard, 200 Fisher Building, Detroit, Michigan 48202

Ward/Item # _____

F.I.D. NO. _____

City Personal Property I.D. # _____

Owner(s) Name Gary Petroni
Executive Director

Owner(s) SS# 38-1617500

Contact Person Madge M. White, Contract Manager/Monitor
Phone Number 313-873-6500

Owner(s) Home Address 3011 West Grand Boulevard, 200 Fisher Building
Detroit, Michigan 48202 (xx) Lease () Own

Please do not write below this line for department use only.

Real Property Special Assessment Personal Property Other Receivable

() Denied () Denied () Denied
() Approved () Approved () Approved

**REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES**

Comments: _____

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

[Signature]
Signature (City of Detroit)

3-24-14
Date

DEC 30 2014
Expiration Date

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____ CONTACT: _____ PHONE: _____

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

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

For: **Individual**
 or Company Name Southeastern Michigan Health Association

Address 3011 West Grand Boulevard
200 Fisher Building

City Detroit

State Michigan Zip Code 48202

Telephone 313-873-6500 Fax # 313-873-6504

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

B. Name of Chief Financial Officer/Authorized Contact 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 DHWP Programs

BID/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

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

D. FOR INCOME TAX USE ONLY

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

Yes No Signature LUCRETIA JENNINGS Date APR 08 2014 Expires APR 08 2015

Yes No Signature _____ Date _____ Expires _____

Yes No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Griffin Smalley & Wilkerson, Inc. 37000 Grand River Ave. Suite 150 Farmington Hills MI 48333-2999	CONTACT NAME: Sherry Munro
	PHONE (A/C No. Ext): (248) 471-0970 FAX (A/C No.): (248) 471-0641
	E-MAIL ADDRESS: smunro@gswins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Indemnity Ins Co.
	INSURER B: American Compensation Ins. Co.
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 14/15 Liab update WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK1130756	2/1/2014	2/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ *1,000,000 MED EXP (Any one person) \$ *20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1130756	2/1/2014	2/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 500 Uninsured motorist combined \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		PHUB449039	2/1/2014	2/1/2015
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	ACMI0007028	5/1/2014	5/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK1130756	2/1/2014	2/1/2015	\$3,000,000 aggregate \$1,000,000 each incident

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder with 10 days notice for non-payment of premium on general liability and 20 days notice for workers compensation. But failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE HOLDER City of Detroit Health Dept. Department of Human Services Attn: Jim Edwards 5031 Grandy, Room 313 Detroit, MI 48221	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE William Grimshaw/SDM

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/Other

May we contact you at work? Yes No

If 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 No

Are you legally eligible for employment in this country? Yes No

Will you relocate if job requires it? Yes No

Will 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 No

Are 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 discriminate against applicants with disabilities. Please do not provide information about the existence of a disability, physical or mental, or information about the need for accommodation, unless it is necessary to answer the question. Information requested is not 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 No

Will 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)
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

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 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.

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: _____

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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