CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION
1008 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313-224-4600
FAX 313-224-4374

IF THIS PURCHASE ORDER DOES NOT AGREE WITH THE BID YOU SUBMITTED, PLEASE CONTACT THE PURCHASING DIVISION.

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
2913036	0	1

THE ABOVE NUMBER MUST APPEAR ON ALL INVOICES AND SHIPMENTS.

SHIP TO

see release for actual agenc
Detroit,MI 48226
United States

BILL TO

Coleman A Young Municipal Ce
2 Woodward Avenue
Ste 642
Detroit,MI 48226
United States

SUPPLIER

SOUTHEASTERN MICHIGAN HEALTH ASSOC
200 FISHER BLDG
3011 WEST GRAND BLVD
SUITE 200
DETROIT, MI 48202-3011

SUPPLIER NO.	DATE OF ORDER/BUYER	REVISED DATE/BUYER
8092	22-AUG-15 W NORRIS	
PAYMENT TERMS	**SHIP VIA**	**F.O.B.**
Net 30	Lowest Cost Carrier	Delivered
FREIGHT TERMS	**REQUESTOR/DELIVER TO**	**CONFIRM TO / TELEPHONE**
Account of Seller		J ANDREWS (313) 873 6500

LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1			1.00	176	510000	510,000.00	N

Inspection Services
PROJECT MANAGER NOTES
WESLEY N. NORRIS
OFFICE OF CONTRACTING AND PROCUREMENT
APPROVED BY CC - 13-OCT-2015

This Purchase Order # 2913036 was created in accordance with RFP # 15WN015.
SUPPLIER: SEMHA/CLEARCORPS

FURNISH: HEALTHY HOMES ASSESSMENT SERVICES FOR CITY OF DETROIT - HRD DIVISION.
The City reserves the absolute right to terminate this contract in whole or in part for the convenience of the City at its sole discretion on thirty (30) days written notice to the vendor.

The Individuals responsible for accepting performance under this Contract is Eric Johnson who may be reached at, 313-224-2811.
The contact person from whom payment should be requested is Eric Johnson who may be reached at, 313-224-2811.

INVOICING:
All invoices submitted against the contract must include part or item numbers and part or item description, list price, and applicable discount. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the proper City Dept/Div/Personnel. Invoices must meet the following conditions for payment:
a) Price on invoice must correspond to the pricing listed on purchase order

Continued

Total

CONTRACTS AND PURCHASES BETWEEN THE VENDOR AND THE CITY OF DETROIT ARE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS **INCLUDING, BUT NOT LIMITED TO,** EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION •THE CITY MAY TERMINATE THE CONTRACT FOR CAUSE OR CONVENIENCE• NO CHANGES EFFECTIVE UNLESS AGREED TO IN WRITING BY CONTRACT AMENDMENT• ONLY SUCH GOODS WILL BE PAID FOR AS COMPLY EXACTLY WITH WRITTEN DESCRIPTION •WHEN SHIPPED VIA COMMON CARRIER, MAIL SHIPPING NOTICE DIRECTLY TO RECEIVING POINT • CASH TERMS DATE FROM RECEIPT AND ACCEPTANCE OF GOODS AND CORRECT INVOICE • PATENTS-CONTRACTORS SHALL PROTECT AND INDEMNIFY AGAINST EXPENSE OF ANY NATURE, SHALL BEAR COST OF ANY SUITS WHICH MAY ARISE, AND SHALL PAY ALL DAMAGES WHICH MAY BE AWARDED AGAINST THE CITY FOR THE USE UNDER THIS SPECIFICATION OF ANY PATENTED DEVICE, PROCESS, APPARATUS, MATERIAL OR INVENTION • THE CITY RESERVES THE RIGHT TO AUDIT EMPLOYEE PAYROLL RECORDS TO VERIFY LABOR CHARGES UPON 72 HOURS NOTICE.

Bonnie Jackson

PURCHASING DIRECTOR'S SIGNATURE
NOT VALID WITHOUT AUTHORIZED SIGNATURE

FRC APPROVAL
OCT 27 2015

CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION
1008 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313-224-4600
FAX 313-224-4374

IF THIS PURCHASE ORDER DOES NOT AGREE WITH THE BID YOU SUBMITTED, PLEASE CONTACT THE PURCHASING DIVISION.

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
2913036	0	2

THE ABOVE NUMBER MUST APPEAR ON ALL INVOICES AND SHIPMENTS.

SHIP TO

see release for actual agenc
Detroit,MI 48226
United States

BILL TO

Coleman A Young Municipal Ce
2 Woodward Avenue
Ste 642
Detroit,MI 48226
United States

SUPPLIER

SOUTHEASTERN MICHIGAN HEALTH ASSOC
200 FISHER BLDG
3011 WEST GRAND BLVD
SUITE 200
DETROIT, MI 48202-3011

SUPPLIER NO.	DATE OF ORDER/BUYER	REVISED DATE/BUYER
8092	22-AUG-15 W NORRIS	
PAYMENT TERMS	**SHIP VIA**	**F.O.B.**
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FREIGHT TERMS	**REQUESTOR/DELIVER TO**	**CONFIRM TO / TELEPHONE**
Account of Seller		J ANDREWS (313) 873 6500

LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	and/or contract. b) Contractor must submit price lists in accordance with bid requirements. c) Original invoice must be submitted to the appropriate City of Detroit Accounts Payable Section. d) Copy of invoice must be submitted to the department personnel identified on the purchase order as being responsible for processing payment. If a department contact person is not listed on the purchase order the vendor shall request in writing, from the Purchasing Division the name and phone number of the contact person responsible for processing payment. WESLEY N. NORRIS OFFICE OF CONTRACTING AND PROCUREMENT 14-OCT-2015 o SHIP TO: Address at top of page						

CONTRACTS AND PURCHASES BETWEEN THE VENDOR AND THE CITY OF DETROIT ARE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS **INCLUDING, BUT NOT LIMITED TO,** EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION •THE CITY MAY TERMINATE THE CONTRACT FOR CAUSE OR CONVENIENCE• NO CHANGES EFFECTIVE UNLESS AGREED TO IN WRITING BY CONTRACT AMENDMENT• ONLY SUCH GOODS WILL BE PAID FOR AS COMPLY EXACTLY WITH WRITTEN DESCRIPTION •WHEN SHIPPED VIA COMMON CARRIER, MAIL SHIPPING NOTICE DIRECTLY TO RECEIVING POINT • CASH TERMS DATE FROM RECEIPT AND ACCEPTANCE OF GOODS AND CORRECT INVOICE • PATENTS-CONTRACTORS SHALL PROTECT AND INDEMNIFY AGAINST EXPENSE OF ANY NATURE, SHALL BEAR COST OF ANY SUITS WHICH MAY ARISE, AND SHALL PAY ALL DAMAGES WHICH MAY BE AWARDED AGAINST THE CITY FOR THE USE UNDER THIS SPECIFICATION OF ANY PATENTED DEVICE, PROCESS, APPARATUS, MATERIAL OR INVENTION • THE CITY RESERVES THE RIGHT TO AUDIT EMPLOYEE PAYROLL RECORDS TO VERIFY LABOR CHARGES UPON 72 HOURS NOTICE.

Total 510,000.00

Boyzie Jackson

PURCHASING DIRECTOR'S SIGNATURE
NOT VALID WITHOUT AUTHORIZED SIGNATURE

FRC APPROVAL
OCT 26 2015

REQUEST FOR INCOME TAX CLEARANCE

APR 16 2015

REQUESTING DEPARTMENT/DIVISION: _____

CONTACT: _____ PHONE: _____ FAX: _____

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

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

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

For:
Individual
or Company Name Southeastern Michigan Hea
Address 3011 West Grand Blvd.
Suite 200
City Detroit
State Mi Zip Code 48202
Telephone (313) 873-6500 Fax # (313) 873-6504

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 Program

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 ☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

D. FOR INCOME TAX USE ONLY

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

☑ Yes ☐ No Signature LUCHETTA JENNINGS INCOME TAX INVESTIGATOR Date APR 18 2015 Expires APR 18 2016
☐ Yes ☐ No Signature _____ Date _____ Expires _____
☐ Yes ☐ No Signature _____ Date _____ Expires _____

To check the status of a clearance, please call (313) 224-3328 or (313) 224-3329
VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

CITY OF DETROIT

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

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

ADDRESS OF DEPARTMENT ____

DATE SENT ____ CONTACT PERSON ____

PHONE NUMBER ____ FAX NUMBER ____ EMAIL ____

CONTRACT AMOUNT $ ____

☒ SECTION B: CORPORATION LICENSE TYPE ____

CORPORATION NAME Southeastern Michigan Health Association

ADDRESS 3011 West Grand Boulevard CITY/STATE/ZIP Detroit, Michigan 48202 ☐ OWN ☐ LEASE ☒

CITY PERSONAL PROPERTY NUMBER 04990380.10 **FID / EIN NUMBER** 38-1671500

OTHER CITY-OWNED PROPERTY PARCELS 04990389.10

CONTACT PERSON Madge M. White PHONE NUMBER 313-873-6500 **EMAIL ADDRESS** mwhite@semha.org

☐ SECTION C: PARTNERSHIP LICENSE TYPE ____

BUSINESS NAME ____

BUSINESS ADDRESS ____ CITY/STATE/ZIP ____ ☐ OWN ☐ LEASE

CITY PERSONAL PROPERTY NUMBER ____ **FID / EIN NUMBER** ____

A: PARTNER'S NAME ____ PHONE NUMBER ____

HOME ADDRESS ____ CITY/STATE/ZIP ____ ☐ OWN ☐ LEASE

DRIVER'S LICENSE # ____ OTHER CITY-OWNED PROPERTY PARCELS ____

B. PARTNER'S NAME ____ PHONE NUMBER ____

HOME ADDRESS ____ CITY/STATE/ZIP ____ ☐ OWN ☐ LEASE

DRIVER'S LICENSE # ____ OTHER CITY-OWNED PROPERTY PARCELS ____

CONTACT PERSON ____ PHONE NUMBER ____ **EMAIL ADDRESS** ____

☐ SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE ____

BUSINESS NAME ____

BUSINESS ADDRESS ____ CITY/STATE/ZIP ____ ☐ OWN ☐ LEASE

CITY PERSONAL PROPERTY NUMBER ____ **FID / EIN NUMBER** ____

OWNER'S NAME ____ DRIVER'S LICENSE # ____ PHONE NUMBER ____

HOME ADDRESS ____ CITY/STATE/ZIP ____ ☐ OWN ☐ LEASE

OTHER CITY-OWNED PROPERTY PARCELS ____

EMAIL ADDRESS ____

☐ SECTION E: PERSONAL SERVICES

NAME ____ ADDRESS ____ ☐ OWN ☐ LEASE

CITY/STATE/ZIP ____

PHONE NUMBER ____ DRIVER LICENSE # ____

OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT ____

SOCIAL SECURITY NUMBER ____ **EMAIL ADDRESS** ____

FOR TREASURY COLLECTION USE ONLY:

☐ APPROVED ☐ DENIED JAN 23 2015 ☐ DENIED WITH ATTACHMENTS

SIGNATURE Annette Smith DATE CLEARANCE VALID UNTIL AUG 30 2015

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

Jan 23 2015 12:09 P.02

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the S. E. M. H. A., (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current ***Contract Specific*** Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No._____

Printed Name of Contractor: Southeastern Michigan Health Assoication
(Type or Print Legibly)

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

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

Printed Name & Title of Authorized Representative: Gary Petroni, Executive Director

Signature of Authorized Representative: Gary Petroni

Date: 5-19-15

***** This document MUST be notarized *****

Signature of Notary: Maria de la Luz DeLuna

Printed Name of Seal of Notary: Maria de la Luz DeLuna

My Commission Expires: 11 / 30 / 2019

MARIA DELALUZ DE LUNA
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires 11/30/2019

For Office Use Only:

Cov. Rec'd: __/__/__ **in** **Department Name:**_____

☐ **Accepted by:**_____ ☐ **Rejected by:**_____

Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAYMC at HumanRightsCL@detroitmi.gov or fax (313) 224-3434

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/7/2015

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
37000 Grand River Ave.
Suite 150
Farmington Hills MI 48333-2999

CONTACT NAME: Sherry Love
PHONE (AC, No, Ext): (248)471-0970 FAX (AC, No): (248)471-0641
E-MAIL ADDRESS: slove@gswins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co.	
INSURER B: American Compensation Insurance	45934
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Southeastern Michigan Health Association
3011 West Grand Blvd.
Suite 200
Detroit MI 48202

COVERAGES CERTIFICATE NUMBER: 15/16 Liab updated 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PHPK1288415	2/1/2015	2/1/2016	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
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			PHPK1288415	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB488509	2/1/2015	2/1/2016	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ACHI0007029	5/1/2015	5/1/2016	X WC STATU-TORY LIMITS 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			PHPK1288415	2/1/2015	2/1/2016	$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

City of Detroit
City Fin. Dept/Accts Payable
Municipal Center
642 Coleman A. Young
Detroit, MI 48226

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/SDL

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The ACORD name and logo are registered marks of ACORD

Hiring Policy Compliance Affidavit

I, Gary Petroni, being duly sworn, state that I am the Executive Director of Southeastern Michigan Health Association

Title — Name of Bidder Corporation or Other Business Entity

And that I have reviewed the hiring policies of this employer, I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

Signed,

Gary Petroni

Title: EXECUTIVE DIRECTOR Date: 5-21-15

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing Affidavit was acknowledged before me the 21st day of May, 2015, by Maria dela Luz DeLuna.

Maria dela Luz DeLuna

Notary Public, County of Wayne

State of Michigan

My commission expires: 11/30/2019

CITY OF DETROIT

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Southeastern Michigan Health Association
2. Address of Contractor: 3011 West Grand Blvd, Suite 200 Fisher Bldg. Detroit, MI 48202

3. Name of Predecessor Entities (if any): _____

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

5. (✓) Contractor was established in 1956 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

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

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

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

GARY J. PETRONI (Printed Name) EXECUTIVE DIRECTOR (Title)

Gary J Petroni (Signature) 5-21-15 (Date)

Subscribed and sworn to before me
this 21st day of May

Notary Public, Wayne County, Michigan
My Commission Expires: 11/30/2019

SAM Search Results
List of records matching your search for :

Search Term : Southeastern* Michigan* Health* Association*
Record Status: Active

No Search Results

EXHIBIT C
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

"City Charter § 4-122, ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures ("**Statement of Political Contributions and Expenditures**"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses."

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter "see additional sheet(s)" on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	**Relationship to Contractor/Vendor**	**Recipient**	**Amount of Contribution or Expenditure**	**Date**
None				

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

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

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

Sign name: Gary Petroni

Print name: GARY J. PETRONI

Sworn and subscribed to before me
on May 21st, 2015 [by Gary Petroni, the
Executive Director of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: Maria de la Luz DeLuna
Print: Maria de la Luz DeLuna
Notary Public, Wayne County, Michigan,
Acting in Wayne County
My Commission Expires: 11/30/2019

City of Detroit
OFFICE OF CONTRACTING & PROCUREMENT
RFP # 15WN015
Project: HEALTHY HOMES ASSESMENT
JUNE 1, 2015

EVALUATION COMMITTEE RANKING TEMPLATE

SCORING CRITERIA	Total Possible Points	BUILDERS EXCHANGE	CLEARCORP D/B/A SEMHA	EFI GLOBAL	ONIVIA
PRICING					
Scoring	15	11.3	15.0	7.5	3.8
Ranking		2	1	3	4
Directly Related Experience					
Scoring	35	8.8	35.0	26.3	17.5
Ranking		4	5	1	3
PROPOSAL					
Scoring	25	18.8	25.0	6.3	12.5
Ranking		1	4	3	5
TIMING					
Scoring	25	6.3	18.8	25.0	12.5
Ranking		1	4	3	5
Total					
Scoring	100	38.8	75.0	40.0	33.8
Ranking		3	1	2	4

SAM Search Results
List of records matching your search for :

Search Term : Southeastern* Michigan* Health* Association*
Record Status: Active

No Search Results

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the S. E. M. H. A., (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current ***Contract Specific*** Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No._____

Printed Name of Contractor: Southeastern Michigan Health Assoication
(Type or Print Legibly)

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

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

Printed Name & Title of Authorized Representative: Gary Petroni, Executive Director

Signature of Authorized Representative: Gary Petroni

Date: 5-19-15

***** This document MUST be notarized *****

Signature of Notary: Maria de la Luz De Luna

Printed Name of Seal of Notary: Maria de la Luz DeLuna

My Commission Expires: 11 / 30 / 2019

MARIA DELALUZ DE LUNA
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires 11/30/2019

For Office Use Only:

Cov. Rec'd: __/__/__ **in** **Department Name:**_____

☐ **Accepted by:**_____ ☐ **Rejected by:**_____

Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAYMC at HumanRightsCL@detroitmi.gov or fax (313) 224-3434

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/7/2015

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
37000 Grand River Ave.
Suite 150
Farmington Hills MI 48333-2999

CONTACT NAME: Sherry Love
PHONE (A/C, No, Ext): (248)471-0970 FAX (A/C, No): (248)471-0641
E-MAIL ADDRESS: slove@gswins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co.	
INSURER B: American Compensation Insurance	45934
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Southeastern Michigan Health Association
3011 West Grand Blvd.
Suite 200
Detroit MI 48202

COVERAGES CERTIFICATE NUMBER: 15/16 Liab updated 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PHPK1288415	2/1/2015	2/1/2016	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
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			PHPK1288415	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB488509	2/1/2015	2/1/2016	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ACMI0007029	5/1/2015	5/1/2016	X WC STATU-TORY LIMITS 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			PHPK1288415	2/1/2015	2/1/2016	$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

City of Detroit
City Fin. Dept/Accts Payable
Municipal Center
642 Coleman A. Young
Detroit, MI 48226

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/SDL

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The ACORD name and logo are registered marks of ACORD

Hiring Policy Compliance Affidavit

I, Gary Petroni, being duly sworn, state that I am the Executive Director of Southeastern Michigan Health Association

Title — Name of Bidder Corporation or Other Business Entity

And that I have reviewed the hiring policies of this employer, I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

Signed,

Gary Petroni

Title: EXECUTIVE DIRECTOR Date: 5-21-15

STATE OF Michigan)
)SS.

COUNTY OF Wayne)

The foregoing Affidavit was acknowledged before me the 21st day of May, 2015, by Maria de la Luz DeLuna.

Maria de la Luz DeLuna

Notary Public, County of Wayne

State of Michigan

My commission expires: 11/30/2019

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Southeastern Michigan Health Association
2. Address of Contractor: 3011 West Grand Blvd, Suite 200 Fisher Bldg.
   Detroit, MI 48202

3. Name of Predecessor Entities (if any): _____

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

5. ✓ Contractor was established in 1956 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

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

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

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

GARY J. PETRONI (Printed Name) EXECUTIVE DIRECTOR (Title)

Gary J. Petroni (Signature) 5-21-15 (Date)

Subscribed and sworn to before me
this 21st day of May

Marie de la Luz De Luna
Notary Public, Wayne County, Michigan
My Commission Expires: 11/30/2019

SAM Search Results
List of records matching your search for :

Search Term : Southeastern* Michigan* Health* Association*
Record Status: Active

No Search Results

EXHIBIT C
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

"City Charter § 4-122, ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures ("**Statement of Political Contributions and Expenditures**"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses."

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter "see additional sheet(s)" on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	**Relationship to Contractor/Vendor**	**Recipient**	**Amount of Contribution or Expenditure**	**Date**
None				

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

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

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

Sign name: Gary Petroni

Print name: GARY J. PETRONI

Sworn and subscribed to before me
on May 21st, 2015 [by Gary Petroni, the
Executive Director of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: Maria de la Luz De Luna
Print: Maria de la Luz DeLuna
Notary Public, Wayne County, Michigan,
Acting in Wayne County
My Commission Expires: 11/30/2019

City Council Contract Agenda Items Review Checklist

Reviewer: Wesley Norris **Date Received: September 23, 2015**

Date: September 23, 2015 Department: PD&D Division: HRD

Dept Head/Contact Person: Eric B. Johnsom Phone No.: 313-224-2811

Description: Healthy Homes Assessment

Contract No.:**2913036** PO Type: Professional Services Est. Value: **$510,000.00**

Contract Term (if applicable): October 15, 2015 to June 30, 2018

Funding: Federal 100%
Funding Source: See Attached Document
Recommended Supplier: **Southeastern Michigan Mental Health Association/ClearCorps**
Required Date: January 1, 2015

---

1. The business being awarded is NEW

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:
   Detroit City Charter – Section 6-408. Special Counsel

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: Contract is grant funded

4. Were savings achieved?
   ☐Yes Amount $_____ ☒No

5. Does this agreement represent an increase? N/A
   ☐ Variance in unit price only (Current unit price $0.00 Proposed Unit Price $0.00)
   ☐ Change in amount/volume of the good or service to be used. _____.

6. Does the supplier currently provide other goods and services to the City? ☒Yes ☐No
   If yes please list: Legal Services
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: Project Manager: Wesley
a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes X

☐ **PLACE ON FINANCIAL REVIEW COMMISSION AGENDA**

☒ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED:_____ DATE: September 22, 2015

INFORMATION PROVIDED BY: Wesley Norris
TITLE: . Project Manager, Office of Contracting & Procurement
PHONE: 224-4611

21

City of Detroit
Planning & Development Department

2300 Cadillac Tower
Detroit, Michigan 48226
Phone: 313-224-6380
Fax: 313-224-1639
www.detroitmi.gov

62

November 5, 2014

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

RE: Formal Request for Authorization for the City of Detroit's Planning & Development Department to Accept Award of $3,637,000 Lead Hazard Reduction Demonstration Program Grant from the Department of Housing And Urban Development Department (HUD) Office of Lead Hazard Control And Healthy Homes

Honorable City Council:

This correspondence formally requests the Detroit City Council's authorization for the City of Detroit's Planning And Development Department to receive the **"2014 Lead Hazard Reduction Demonstration Program Grant"** award in the amount of **$3,637,000** from the Department of Housing and Urban Development's Office of Lead hazard Control and Healthy Homes. This is a three-year grant which will begin December 2014.

The purpose of the grant award is to assist the City of Detroit's Planning & Development Department in its continuing efforts to support "at risk" families and children in preventing lead-based paint poisoning through direct lead-based hazard reduction and control. The following essential services will be supported through the grant award: Program design and implementation, referral coordination, community education and awareness, lead-based paint inspections and risk assessments, performance of lead hazard control measures in single-family owner-occupied housing and rental properties (1 to 4 units), and "Healthy Homes" services to further reduce home health hazards. The funding is also essential in supporting the City's Consolidated Plan and strategic goals of eliminating blight and providing safe housing for its residents, and serve as a match to the existing Housing Rehabilitation Program.

We are hereby requesting authorization to receive this award. If we are successful in the award we will formally request our authorization to accept these funds.

Sincerely,

Arthur Jemison, Director
Housing & Revitalization Department

cc: Trisha Stein, Interim Director
Darwin Heard Manager II
Eric B. Johnson, Chief of Housing Rehabilitation
Aida Colon, Program Manager

Attachment: City Council Resolution

By Council member: Leland

RESOLUTION TO AUTHORIZE THE PLANNING AND DEVELOPMENT DEPARTMENT TO APPLY ACCEPT THE HUD 2014 LEAD HAZARD REDUCTION DEMNOSTRATION PROGRAM GRANT

WHEREAS The U.S. Department of Housing and Urban Development has awarded the City of Detroit $3,637,000 in Lead Hazard Control Demonstration Program grant funds to accomplish the following objectives; (1) maximize the of children less than six years of age protected from lead poisoning and the number of housing units where lead hazards are controlled; (2) target lead hazard control efforts in housing in which children are at greatest risk of lead poisoning; (3) develop a comprehensive community-based approach to address lead hazards in housing by mobilizing public and private sector resources including grassroots community-based non-profit and faith-based organizations, (4) provide Healthy Homes services to address home health hazards such as asthma triggers and slips and falls triggers, **and**

WHEREAS According to the Centers for Disease Control, Detroit was ranked seventh in the nation for childhood lead poisoning, and, in recent years, one out of every ten Detroit children were lead poisoned; in several areas of the city, this number was as high one in five making childhood lead poisoning in Detroit is at a crisis level, **and**

WHEREAS Despite a recent increase in publicity around childhood lead poisoning, there remains a great need to continue providing comprehensive educating families and property owners about its dangers, how it can be prevented, and resources that are available to help, particularly for those children and properties identified to be at-risk for lead, **and**

WHEREAS The Detroit City Council has made the control and prevention of lead poisoning a priority and, for the past ten years, has allocated funds for home repairs and lead hazard control work in homes with families who are at the highest risk of lead poisoning, and

WHEREAS The Detroit City Council has approved and supported the City of Detroit's successful efforts to secure Lead Hazard Control grant funds through the competitive grant process from the U.S. Department of Housing and Urban Development for three consecutive grant periods, **NOW, THEREFORE, BE IT**

RESOLVED That the Detroit City Council approves the Planning and Development Department to receive the **2014 Lead Hazard Reduction Demonstration Program Grant** in the amount of **$3,637,000** from U.S. Department of Housing And Urban Development's Office of Lead Hazard Control And Healthy Homes to assist in addressing lead hazards in Detroit where children are at greatest risk of lead poisoning.

ADOPTED AS FOLLOWS
COUNCIL MEMBERS

	YEAS	NAYS
Scott BENSON		
Raquel CASTANEDA-LOPEZ		
*George CUSHINGBERRY, JR.		
Sauntee JENKINS		
Gabe LELAND		
Mary SHEFFIELD		
Andre L. SPIVEY		
James TATE		
Brenda PRESIDENT JONES		
*PRESIDENT PRO TEM		
	8	6

Form C of D—16-CE

TRUE COPY CERTIFICATE

STATE OF MICHIGAN,
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

I, Janice M. Winfrey, City Clerk of the City of Detroit, in said State, do hereby certify that the annexed paper is a TRUE COPY OF RESOLUTION adopted (passed) by the City Council at session of

Tuesday, November 18, 20 14

and approved by Mayor

Monday, December 1, 20 14

as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid; that I have compared the same with the original, and the same is a correct transcript therefrom, and of the whole of such original.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at Detroit, this 9th day of January A.D. 2015

CITY CLERK

City of Detroit
Finance Department – Purchasing Division
RFP # 15WN015
Project: Healthy Homes Assesment
August 7, 2014

(Enter Ranking)

Contract # 291303

EVALUATION COMMITTEE RANKING TEMPLATE

RFP Scoring - Health Homes Assessment	Total Possible Points	SEMHA/Clear Corps	Direct Construction Services	Health Management Associates	MC Smith Associates
Pricing	20	20	5	10	15
Experience	25	25.00	18.75	12.50	6.25
Creativity of Proposal	15	15.00	3.75	7.50	11.25
Timing	20	20.0	5.0	10.0	15.0
Capacity	20	1.00	4.00	3.00	2.00
Total					
Scoring	100	81.0	31.5	33.0	34.5

Application for Employment

Please Print

Southeastern Michigan Health Association
3011 West Grand Boulevard, Suite 200
Detroit, MI 48202

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 _____ Applicant ID # _____
Last First Middle

Address _____
Street City State ZIP Code

Telephone # ( ) _____ Cellular/Other Phone # ( ) _____ E-mail Address _____

Position(s) applied for _____ Date of application ___/___/___

Referral Source (Please check the appropriate category and list the source.)

- ☐ Walk-In _____
- ☐ Employee _____
- ☐ Advertisement _____
- ☐ Company's Website _____
- ☐ Other Internet _____
- ☐ School _____
- ☐ Job Fair _____
- ☐ Staffing Agency _____
- ☐ Government Employment Agency _____
- ☐ Other _____

If necessary, best time to call you is ..... _____ : _____ AM PM
☐ Home ☐ Cellular/Other

May we contact you at work? ..... ☐ Yes ☐ No
If **yes**, work number and best time to call:
( ) _____ _____ : _____ AM PM

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 position(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

Date available for work ..... ___/___/___

What is your desired salary range or hourly rate of pay?
$ _____ Per _____

Type of employment desired: ☐ Full-Time ☐ Part-Time ☐ Educational Co-Op ☐ Seasonal ☐ Temporary

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

Will you work overtime if required? ..... ☐ Yes ☐ No
If **no**, please explain: _____

Are you able to perform the "essential functions" of the job for which you are applying (with or without reasonable accommodation)?

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

☐ Yes ☐ No ☐ Need more information about the job's "essential functions" to respond

Driver's license number required if driving may be required in the job for which you are applying:
_____ State _____

Have you ever been bonded? ..... ☐ Yes ☐ No

Southeastern Michigan Health Association Federally Approved Application Adjusted for the City of Detroit Hiring Policy Compliance Affidavit

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: _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/7/2015

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.

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PRODUCER
Griffin Smalley & Wilkerson
37000 Grand River Ave.
Suite 150
Farmington Hills MI 48333-2999

CONTACT NAME: Sherry Love
PHONE (A/C, No, Ext): (248)471-0970 FAX (A/C, No): (248)471-0641
E-MAIL ADDRESS: slove@gswins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co.	
INSURER B: American Compensation Insurance	45934
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Southeastern Michigan Health Association
3011 West Grand Blvd.
Suite 200
Detroit MI 48202

COVERAGES CERTIFICATE NUMBER: 15/16 Liab updated 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PHPK1288415	2/1/2015	2/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ *1,000,000 $ *20,000 $ 1,000,000 $ 3,000,000 $ Excluded
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			PHPK1288415	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB488509	2/1/2015	2/1/2016	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ACMI0007029	5/1/2015	5/1/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liability			PHPK1288415	2/1/2015	2/1/2016	$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

City of Detroit
City Fin. Dept/Accts Payable
Municipal Center
642 Coleman A. Young
Detroit, MI 48226

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/SDL

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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.

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SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

Southeastern Michigan Health Association
(on behalf of CLEARCorps Detroit)

CONTRACT NO.

2913036

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CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Planning and Development Department ("City"), and Southeastern Michigan Health Association, a MI 501c.3 nonprofit corporation with its principal place of business located at 3011 W. Grand Blvd. Suite 200 Detroit, MI 48202 ("Contractor") (acting on behalf of its program CLEARCorps Detroit).

Recitals:

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

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

Article 1: Definitions

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

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

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

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees. "City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Engagement of Contractor

2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.

2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.

2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.

2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.

2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.

2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3: Contractor's Representations and Warranties

3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:

a) That all Technology provided to the City under this Contact shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;

b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;

c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;

d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;

e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and

3.03 That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.

3.04 That any Technology that it is provided to the City shall:

a) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and

b) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

Article 4: Contract Effective Date and Time of Performance

4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The effective date of this Contract shall be October 1, 2015 and authorized by resolution of the City Council. The term of this Contract shall terminate on June 30, 2018.

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. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.

6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.

6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.

6.04 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.

6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

6.06 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 Five Hundred Ten Thousand and 00/100 Dollars ($510,000.00)**, inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

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

Eric B. Johnson
City of Detroit
Housing Services Division
Planning & Development Department, Suite 901
2 Woodward Avenue
Coleman A. Young Municipal Center
Detroit, Michigan, 48226
Telephone: (313) – 224-2811

The City employee from whom payment should be requested is:

Eric B. Johnson
City of Detroit
Housing Services Division
2 Woodward Avenue
Planning & Development Department, Suite 901
Coleman A. Young Municipal Center
Detroit, Michigan, 48226
Telephone: (313) – 224-2811

Article 8: Maintenance and Audit of Records

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.

b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

c) 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. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's 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 Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

Article 10: Insurance

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

TYPE	AMOUNT NOT LESS THAN
a. Workers' Compensation	Michigan Statutory minimum
b. Employers' Liability	$500,000.00 minimum each disease $500,000.00 minimum each person $500,000.00 minimum each accident
c. Commercial General Liability Insurance (Broad Form Comprehensive)	$1,000,000.00 each occurrence $2,000,000.00 aggregate
d. Automobile Liability Insurance (covering all owned, hired and for bodily injury and property damage non-owned vehicles with personal and property protection insurance, including residual	$1,000,000.00 combined single limit

liability insurance under Michigan
no fault insurance law)

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 at least thirty (30) days prior written notice to the City. 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 under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11: Default and Termination

11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:

1) The Contractor fails to begin work in accordance with the terms of this Contract; or

2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or

3) The Contractor ceases to perform under the Contract; or

4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or

5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or

6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or

7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or

8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or

9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or

10) The Contractor fails in any of the agreements set forth in this Contract; or

11) The Contractor ceases to conduct business in the normal course; or

12) The Contractor admits its inability to pay its debts generally as they become due.

b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination

for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the 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 five (5) 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 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;

c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;

d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and

e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12: Assignment

12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

Article 13: Subcontracting

13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.

13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.

13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.

13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.

13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14: Conflict of Interest

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

14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

14.04 The Contractor covenants not to employ an employee of the City 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 Associates to comply with all applicable federal, state and local laws.

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

Article 17: Amendments

17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.

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 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 Chief Procurement Officer.

17.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 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 Housing and Revitalization Department on behalf of the City:

City of Detroit
Housing and Revitalization Department
Detroit, MI 48226
Attention: Mr. Eric B Johnson

If to the Contractor:
Southeastern Michigan Health Association
3011 W. Grand Blvd. Suite 200
Detroit MI 48202
Attention: 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 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 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 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. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 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 the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 23: Miscellaneous

23.01 If this contract is grant funded, this contract is governed by the terms and conditions of the grant agreement. See Exhibit D to see the full terms and conditions of the grant.

23.02 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

23.03 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.

23.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

23.05 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

23.06 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

23.07 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.

23.08 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.

23.09 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.

23.10 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.

23.11 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.

23.12 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.

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

23.14 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

(Signatures appear on next page)

Signature Page

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

Witnesses:

1. _____
Name

2. _____
Name

Contractor: Southeastern Michigan Health Association

By: _____
Name: Gary Petroni

Its: _____
Title: Executive Director

Witnesses:

1. _____
Name

2. _____
Name

City of Detroit:
Planning and Development Department:

By: _____
Name

Its: _____
Title

THIS CONTRACT WAS APPROVED
DEPARTMENT
BY THE CITY COUNCIL ON:

_____
Date

APPROVED BY LAW

PURSUANT TO § 6-406 OF THE CHARTER
OF THE CITY OF DETROIT

_____
Chief Procurement Officer Date

_____
Corporation Counsel Date

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

EXHIBIT A
SCOPE OF SERVICES

I. **Notice to Proceed ATTACHED**

The term of this Contract shall begin on 10/15/2015 and shall terminate on 06/30/2018. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

a. **Services to be Performed**

i. 240 UNITS ENROLLED INTO HEALTHY HOMES VISUAL INSPECTION
ii. HEALTHY HOMES RATING SYSTEM TO UTILIZED TO DEVLOP SCOPE OF WORK CRITERIA
iii. COMPREHENSIVE FAMILY ACTION PLAN FOR EACHED ASSESSED HOME
iv. REVALUATION OF INITIAL ASSESSEMENT; REPORTING TO HRD ACTIVITY
v. DATA COLLECTION TO PROVIDE DEMOGRAPHIC DATA TO THE HRD DEPARTMENT

Healthy Homes Services and Data Collections & Management Contractor

City of Detroit, Housing and Revitalization Department
Contract # CLE-00164

Southeastern Michigan Health Association/CLEARCorps Detroit (SEMHA/CCD)

SCOPE of SERVICES

Project Description: Healthy Homes Assessment-Data Collection

Project Objective: CLEARCorps Detroit (CCD) will receive referrals from the city of Detroit Housing and Rehabilitation Department to conduct Healthy Homes Assessments and create Scopes of Work, Family Action Plans, and Re-evaluations on up to 240 units enrolled in the HUD Lead Hazard Reduction Demonstration Grant such that they will have their healthy homes issues assessed, prioritized, and addressed.

Assessments/Healthy Homes Rating System (HHRS): CCD will conduct Healthy Homes Assessments on homes that have been enrolled in the HUD Lead Reduction Demonstration Grant (upon referral by the HRD Lead Grant staff), will schedule and confirm assessment appointments, and will conduct up to 240 Healthy Homes Visual Assessments using the HHRS tool. CCD will conduct the analysis of hazards using the HHRS tool and in partnership with Wayne State, enter all data into the Case Management System designed by Wayne State University Center for Urban Studies. The HHRS will be used to prioritize health and safety hazards and create a Scope of Work. Initial visits to conduct the HHRS will be scheduled within one-two weeks of receiving a referral from HRD staff.

Family Action Plan: With the assessment analysis in hand, CCD will create a Family Action Plan. The Family Action Plan (FAP) outlines a game plan for the family so that their home can be safer and healthier. Aspects of the FAP include: behavior change strategies so that the family to help reduce health and safety hazards, a list of health and safety products to be given to the family, and Scope of Work recommendations being made to HRD. All FAP recommendations are specific to the housing unit including Healthy Homes products to be given to each family (as needed), including: products to reduce asthma triggers (HEPA vacuum cleaners, mattress/pillow covers, pest bait kits and green cleaning supplies); products to reduce lead poisoning hazards (lead specific cleaning kits and door mats); products to improve home safety (safety gates, outlet covers, fire escape plan, radon detection kits). During the FAP visit, referrals may also be made to other agencies such as Weatherization and DTE Energy Efficiency Programs.

Scope of Work: CCD will create a Scope of Work with recommended repairs for healthy homes hazards. Repairs will be prioritized in the report based on their HHRS "score." The Scope of Work will be forwarded to HRD staff to review and incorporate into the Lead Hazard Reduction/Healthy Homes Scope of Work. The Scope of Work will be submitted within two

weeks of field work. CLEARCorps staff will be available to discuss and/ or modify the Scope of Work as necessary.

Re-Evaluation/Re-Assessment: Once all remediation is completed, including all lead and Healthy Homes remediation, CCD will return to the home to conduct a follow-up HHRS to ascertain whether original priority hazards were fully addressed. The results will be forwarded to HRD.

Reporting and Case Activity/Data Collection – At the beginning of the contract, CLEARCorps staff (along with staff from Wayne State University Center for Urban Studies) will meet with HRD staff to determine a comprehensive list of data to be provided. All documents needed will be provided both electronically and hard copy for HRD use. Reports and data will be delivered within 7-10 calendar days of the completion of each project. Data to be collected will include tracking of lead hazard and healthy homes assessments and interventions. All data will be added to the Healthy Homes Case Management System (CMS), which catalogs all known houses in Detroit where lead-based paint hazards and Healthy Homes issues are present.

The CMS was created by and is maintained by Wayne State University's Center for Urban Studies (WSU/CUS) on its servers. WSU/CUS will provide HRD and partners use of the existing CMS that was developed under the support of the Kresge Foundation and HUD to be used for Healthy Homes activities. The CMS will include data collection forms, a digital version of the HHRS that will be used for the project, and the ability to track lead and Healthy Homes intervention activities and progress at the address level. The CMS would also allow HRD and partners to receive analysis and generate reports on their grant activities that could be compiled and reported to HUD. WSU/CUS will also make the companion Healthy Homes 2 iPad application (and potentially an Android version) available to HRD and its partners for access and use in the field. Staff can access data forms, collect the data and then upload it to the CMS for analysis. These applications would allow HRD and its partners to collect any data needed for the project through their iPad or mobile devices. WSU/CUS will maintain both tools with secured access and also provide technical assistance (training and troubleshooting) to improve progress if delays or problems occur.

The Healthy Homes CMS allows for real time data input of the Healthy Homes Assessment (via iPad program designed by WSU-CUS) and creation of case files for all units. Data would continue to be updated from the CMS as housing units are completed. And finally, relevant information will be transferred from the CMS to the Detroit Healthy Homes Database (for review by partner organizations) and to the Michigan Department of Health and Human Services Lead Safe Housing Registry (for viewing by the general public). The Healthy Homes Database and Lead Safe Housing Registry allow for crucial data-sharing.

Project Schedule: The project work will begin as soon as referrals are received. Each project will take up to one month to schedule and complete.

Project Materials: Project materials will include several forms, an iPad for real time data input, use of office computers, and a Carbon Monoxide tester.

Project Coordination: CLEARCorps Detroit Executive Director will manage this project. CLEARCorps Detroit staff person Thomas Gilchrist will be the principal staff working on this project with supervision by Ms. Schottenfels and support from other CCD staff. CCD staff retain a myriad of certifications and licenses,

Project Location: CLEARCorps Detroit offices are located at 11148 Harper, Detroit, MI 48213. Project work will take in the houses of clients as referred by the City of Detroit Housing and Rehabilitation Department.

Project Deliverables: The City of Detroit Housing and Rehabilitation Department **will receive:**

- A Healthy Homes Rating System Report for each address referred by HRD
- A suggested Scope of Work
- A copy of the Family Action Plan including a list of health and safety products provided
- A post-work Healthy Homes Rating System Report (re-evaluating hazards) for each address

Healthy Homes Services and Data Collections & Management Contractor
City of Detroit, Housing and Revitalization Department

Southeastern Michigan Health Association/CLEARCorps Detroit (SEMHA/CCD)

EXHIBIT B: FEE SCHEDULE

1. General
   a. The contractor shall be paid for those services performed pursuant to this Contract a maximum amount of Five hundred ten thousand dollars ($510,000) for the term of this Contract as set forth in Exhibit A, Scope of Services.

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

2. Project fees: The following outlines the cost of the project

   Contractor agrees to furnish all labor, plant, materials, supplies, equipment, services, and other facilities necessary, proper for, or incidental to, all work as required by, and in accordance with the RFP for the price of up to: Five hundred six thousand four hundred and 00/00 Dollars ($506,400)

SCHEDULE OF UNIT PRICES:

Unit cost(s) are to include all direct costs, indirect costs, and profit to perform the defined work.

Unit Price No. 1: The individual or Contractor will perform Healthy Homes Assessment on 240 units using the HHRS as the assessment tool

Cost: $120,000 Dollars $500 per unit

Unit Price No. 2: The individual or Contractor will create a Family Action Plan for 240 families wherein health and safety products and behavior change strategies are outlined to help reduce health and safety hazards.

Cost: $100,800 Dollars $420 per unit

Unit Price No. 3: The individual or Contractor will prepare a scope of work created from the Healthy Homes Assessment and submit to the City:

Cost: $86,400 Dollars $360 per unit

Unit Price No. 4: The individual or Contractor will perform a repeat HHRS for comparison and to ascertain whether the priority health and safety issues were addressed.

Cost: $96,000 Dollars $400 per unit

Unit Price No. 5: The individual or Contractor will adapt HHRS to meet the needs of the project, provide mobile data collection tools, maintain a data system to collect, house and analyze data, maintain Detroit Healthy Homes Database (lead registry), provide demographic and health data to program administration.

Cost: $103,200 Dollars $430 per unit

Signature: Gary Petroni Date: 9/1/15

Gary Petroni, Executive Director
Southeastern Michigan Health Association (SEMHA)
3011 W. Grand Blvd. Suite 200, Detroit, MI 48202
Office: (313) 873-6500
gpetroni@semha.org

EXHIBIT C
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

"City Charter § 4-122, ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures ("**Statement of Political Contributions and Expenditures**"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses."

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter "see additional sheet(s)" on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	**Relationship to Contractor/Vendor**	**Recipient**	**Amount of Contribution or Expenditure**	**Date**
NONE				

MP

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

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

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

Sign name: Gary J. Petroni

Print name: GARY J. PETRONI

Sworn and subscribed to before me
on August 27, 2015 [by Gary J. Petroni, the Executive Director of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: Madge M. White
Print: Madge M. White
Notary Public, Wayne County, Michigan,
Acting in Wayne County
My Commission Expires: 8/31/18

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

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing contract was acknowledged before me the 2ND day of SEPTEMBER, 2015, by ARTHUR JEMISON,
(name of person who signed the contract)

the DIRECTOR OF THE HOUSING AND REVITALIZATION DEP.,
(title of person who signed the contract as it appears on the contract)

of HOUSING AND REVITALIZATION DEPARTMENT,
(complete name of the City department)

on behalf of the City.

Jonya L. Underwood

Notary Public, County of WAYNE

State of MICHIGAN

My commission expires: July 5, 2019

JONYA L. UNDERWOOD
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jul. 05, 2019
Acting in the County of Wayne

REQUEST FOR INCOME TAX CLEARANCE

APR 16 2015

REQUESTING DEPARTMENT/DIVISION: _____

CONTACT: _____ PHONE: _____ FAX: _____

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

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

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

For:
Individual
or Company Name: Southeastern Michigan Hea
Address: 3011 West Grand Blvd.
Suite 200
City: Detroit
State: Mi Zip Code: 48202
Telephone: (313) 873-6500 Fax #: (313) 873-6504

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 Program

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 ☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

D. FOR INCOME TAX USE ONLY

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

☒ Yes ☐ No Signature LOUETTA JENNINGS INCOME TAX INVESTIGATOR Date APR 18 2015 Expires APR 18 2016

☐ Yes ☐ No Signature _____ Date _____ Expires _____

☐ Yes ☐ No Signature _____ Date _____ Expires _____

To check the status of a clearance, please call (313) 224-3328 or (313) 224-3329
VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

MWhite@SEMHA.org

CITY OF DETROIT

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

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

ADDRESS OF DEPARTMENT ____
DATE SENT ____ CONTACT PERSON ____
PHONE NUMBER ____ FAX NUMBER ____ EMAIL ____
CONTRACT AMOUNT $ ____

SECTION B: CORPORATION
CORPORATION NAME Southeastern Michigan Health Association LICENSE TYPE ____
ADDRESS 3011 West Grand Blvd CITY/STATE/ZIP Detroit, MI 48202
CITY PERSONAL PROPERTY NUMBER 04990380.10 ☐ OWN ☒ LEASE
OTHER CITY-OWNED PROPERTY PARCELS 04990389.10 **FID / EIN NUMBER** 38-1671500
CONTACT PERSON Madge White PHONE NUMBER 313-873-6540 **EMAIL ADDRESS** MWhite@semha.org

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

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

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

FOR TREASURY COLLECTION USE ONLY:
☐ APPROVED ☐ DENIED ☐ DENIED WITH ATTACHMENTS
NAME ____ DATE SEP 03 2015 CLEARANCE VALID UNTIL JAN 15 2016

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

CITY OF DETROIT

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

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

ADDRESS OF DEPARTMENT ____
DATE SENT ____ CONTACT PERSON ____
PHONE NUMBER ____ FAX NUMBER ____ EMAIL ____
CONTRACT AMOUNT $ ____

☒ **SECTION B: CORPORATION** LICENSE TYPE ____
CORPORATION NAME Southeastern Michigan Health Association
ADDRESS 3011 West Grand Boulevard CITY/STATE/ZIP Detroit, Michigan 48202 ☐ OWN ☐ LEASE ☒
CITY PERSONAL PROPERTY NUMBER 04990380.10 **FID / EIN NUMBER** 38--1671500
OTHER CITY-OWNED PROPERTY PARCELS 04990389.10
CONTACT PERSON Madge M. White PHONE NUMBER 313-873-6500 **EMAIL ADDRESS** mwhite@semha.org

☐ **SECTION C: PARTNERSHIP** LICENSE TYPE ____
BUSINESS NAME ____
BUSINESS ADDRESS ____ CITY/STATE/ZIP ____ ☐ OWN ☐ LEASE
CITY PERSONAL PROPERTY NUMBER ____ **FID / EIN NUMBER** ____
A: PARTNER'S NAME ____ PHONE NUMBER ____
HOME ADDRESS ____ CITY/STATE/ZIP ____
DRIVER'S LICENSE # ____ OTHER CITY-OWNED PROPERTY PARCELS ____ ☐ OWN ☐ LEASE

B. PARTNER'S NAME ____ PHONE NUMBER ____
HOME ADDRESS ____ CITY/STATE/ZIP ____
DRIVER'S LICENSE # ____ OTHER CITY-OWNED PROPERTY PARCELS ____ ☐ OWN ☐ LEASE

CONTACT PERSON ____ PHONE NUMBER ____ **EMAIL ADDRESS** ____

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

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

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:
☒ APPROVED ☐ DENIED ☐ DENIED WITH ATTACHMENTS
Annette Smith JAN 23 2015
SIGNATURE DATE CLEARANCE VALID UNTIL AUG 30 2015

Jan 23 2015 12:09 P.02

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the S. E. M. H. A., (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current ***Contract Specific*** Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. _____

Printed Name of Contractor: Southeastern Michigan Health Assoication
(Type or Print Legibly)

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

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

Printed Name & Title of Authorized Representative: Gary Petroni, Executive Director

Signature of Authorized Representative: Gary Petroni

Date: 5-19-15

***** This document MUST be notarized *****

Signature of Notary: Maria de la Luz DeLuna

Printed Name of Seal of Notary: Maria de la Luz DeLuna

My Commission Expires: 11 / 30 / 2019

MARIA DELALUZ DE LUNA
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires 11/30/2019

For Office Use Only:

Cov. Rec'd: ___/___/___ **in** **Department Name:** _____

☐ **Accepted by:** _____ ☐ **Rejected by:** _____

Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAYMC at HumanRightsCI@detroitmi.gov or fax (313) 224-3434

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/7/2015

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
37000 Grand River Ave.
Suite 150
Farmington Hills MI 48333-2999

CONTACT NAME: Sherry Love
PHONE (A/C, No, Ext): (248) 471-0970 FAX (A/C, No): (248) 471-0641
E-MAIL ADDRESS: slove@gswins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co.	
INSURER B: American Compensation Insurance	45934
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Southeastern Michigan Health Association
3011 West Grand Blvd.
Suite 200
Detroit MI 48202

COVERAGES CERTIFICATE NUMBER: 15/16 Liab updated 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PHPK1288415	2/1/2015	2/1/2016	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
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			PHPK1288415	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB489509	2/1/2015	2/1/2016	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ACMI0007029	5/1/2015	5/1/2016	X WC STATU-TORY LIMITS 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			PHPK1288415	2/1/2015	2/1/2016	$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

City of Detroit
City Fin. Dept/Accts Payable
Municipal Center
642 Coleman A. Young
Detroit, MI 48226

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/SDL

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Hiring Policy Compliance Affidavit

I, Gary Petroni, being duly sworn, state that I am the Executive Director of Southeastern Michigan Health Association

Title — Name of Bidder Corporation or Other Business Entity

And that I have reviewed the hiring policies of this employer, I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

Signed,

Gary Petroni

Title: EXECUTIVE DIRECTOR Date: 5-21-15

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing Affidavit was acknowledged before me the 21st day of May, 2015, by Maria de la Luz Deluna.

Maria de la Luz Deluna

Notary Public, County of Wayne

State of Michigan

My commission expires: 11/30/2019

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Southeastern Michigan Health Association
2. Address of Contractor: 3011 West Grand Blvd. Suite 200 Fisher Bldg. Detroit, MI 48202

3. Name of Predecessor Entities (if any): _____

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

5. (✓) Contractor was established in 1956 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

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

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

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

GARY J. PETRONI (Printed Name) EXECUTIVE DIRECTOR (Title)

Gary J. Petroni (Signature) 5-21-15 (Date)

Subscribed and sworn to before me
this 21st day of May

Notary Public, Wayne County, Michigan
My Commission Expires: 11/30/2019

SAM Search Results
List of records matching your search for :

Search Term : Southeastern* Michigan* Health* Association*
Record Status: Active

No Search Results

EXHIBIT C
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

"**City Charter § 4-122, ¶ 2:** For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures ("**Statement of Political Contributions and Expenditures**"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses."

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter "see additional sheet(s)" on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A **Donor**	B **Relationship to Contractor/Vendor**	C **Recipient**	D **Amount of Contribution or Expenditure**	E **Date**
NONE				

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

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

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

Sign name: Gary Petroni

Print name: GARY J. PETRONI

Sworn and subscribed to before me
on May 21st, 2015 [by Gary Petroni, the
Executive Director of the above named contractor/vendor, an authorized
representative or agent of the contractor/vendor]

Sign: Maria de la Luz DeLuna
Print: Maria de la Luz DeLuna
Notary Public, Wayne County, Michigan,
Acting in Wayne County
My Commission Expires: 11/30/2019

SAM Search Results
List of records matching your search for :

Search Term : Southeastern* Michigan* Health* Association*
Record Status: Active

No Search Results

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the 1st day of September, 2015, by Gary J. Petroni
(name of person who signed the contract),
the Executive Director
(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: 8/31/18

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 **Kim Comerzan** is President and **Kathy Forzley** 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 September 1, 2015.

CORPORATE SEAL.
(If any)

William Ridella

William Ridella, Corporate Secretary

City of Detroit
OFFICE OF CONTRACTING & PROCUREMENT
RFP # 15WN015
Project: HEALTHY HOMES ASSESMENT
JUNE 1, 2015

EVALUATION COMMITTEE RANKING TEMPLATE

SCORING CRITERIA	Total Possible Points	BUILDERS EXCHANGE	CLEARCORP D/B/A SEMHA	EFI GLOBAL	ONIVIA
PRICING					
Scoring	15	11.3	15.0	7.5	3.8
Ranking		2	1	3	4
Directly Related Experience					
Scoring	35	8.8	35.0	28.3	17.5
Ranking		4	1	2	3
PROPOSAL					
Scoring	25	18.8	25.0	8.3	12.5
Ranking		1	4	3	5
TIMING					
Scoring	25	6.3	18.8	25.0	12.5
Ranking		1	4	3	5
Total					
Scoring	100	38.8	75.0	40.0	33.8
Ranking		3	1	2	4