

SERVICE CONTRACT
Center for Health and Research Transformation

Agreement, between the **County of Washtenaw**, on behalf of **Washtenaw County Community Mental Health**, a municipal corporation, with offices located at, **555 Towner Street, Ypsilanti, Michigan 48198** ("COUNTY") and **The Center for Healthcare Research & Transformation, d.b.a. Center for Health & Research Transformation** (hereinafter "CHRT"), a Michigan non-profit corporation with a place of business at **4251 Plymouth Rd, Arbor Lakes 1, Ste 2200, Ann Arbor, MI 48105-3640** ("CONTRACTOR").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The CONTRACTOR will provide services outlined in Attachment A: Scope of Services.

CONTRACTOR will not transport COUNTY consumers.

CONTRACTOR shall not assign or transfer its duties and/or obligations under this contract without the prior written approval of the COUNTY.

CONTRACTOR shall provide the above services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, physical handicap, or age.

ARTICLE II - COMPENSATION

Upon completion of services and submission of invoices, COUNTY will pay the CONTRACTOR for the staffing costs and/or services listed below.

Millage related activities:

COUNTY will pay the CONTRACTOR an amount not to exceed **Sixty- Three Thousand Four Hundred Thirty-Five Dollars and Zero Cents (\$63,435.00)** for the duration of this contract.

Millage Communications Plan:

COUNTY will pay the CONTRACTOR an amount not to exceed **One Hundred Seventy-Eight Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$178,875.00)** for the duration of this contract.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The CONTRACTOR is to report to Washtenaw County Community Mental Health (WCCMH) Executive Director, and/or designee, and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda, and documents submitted by the Contractor must be dated and bear the CONTRACTOR's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The COUNTY may review and inspect the CONTRACTOR's activities during the term of this contract.

Section 5 - When applicable, the CONTRACTOR will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the CONTRACTOR, the COUNTY may review any of the CONTRACTOR's internal records, reports, or insurance policies.

ARTICLE IV – TERM

The term of this agreement shall be in effect from **January 1, 2024** through **September 30, 2024**.

- A. Termination Without Cause. Either party may terminate this Contract by giving thirty (30) days written notice to the other party.
- B. Termination Effective Immediately Upon Delivery of Notice. The above notwithstanding, either party may immediately terminate this Contract if upon reasonable investigation it concludes:
 - 1. That the other party's Board of Directors, Director/CEO, or other officer or employee has engaged in malfeasance;
 - 2. That the other party lost its state licensing (if applicable);
 - 3. That the other party lost its eligibility to receive federal funds;
 - 4. That the other party cannot maintain fiscal solvency.
 - 5. Contractor has violated any provision of Michigan Mental Health Code, the MDHHS rules, federal, state and local laws and ordinances, applicable statutes and Medicaid regulations including, but not limited to, the Michigan Medicaid Provider Manual, and all applicable policies established by COUNTY.
- C. Contract Termination. At termination of this Contract, CONTRACTOR will return all protected health information received from, or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form and will retain no copies of such information. If such return is not feasible, CONTRACTOR must extend the protections of this Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

ARTICLE V - PERSONNEL

Section 1 - The CONTRACTOR will provide the required services and will not subcontract or assign the services without the COUNTY's written approval.

Section 2 - The CONTRACTOR will not hire any COUNTY employee for any of the required services without the COUNTY's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska, or Hawaii.

ARTICLE VI - INDEPENDENT CONTRACTOR

CONTRACTOR and the COUNTY shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the COUNTY and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise

specified in this contract, CONTRACTOR retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

CONTRACTOR shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the COUNTY's employees. CONTRACTOR shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The COUNTY shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the CONTRACTOR.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The CONTRACTOR will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the CONTRACTOR's own or leased employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

The CONTRACTOR will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any CHRT employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. CONTRACTOR shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by CONTRACTOR and their inadequate insurance coverage. CONTRACTOR shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the CONTRACTOR until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the CONTRACTOR expires or is canceled during the term of the

contract, services and related payments will be suspended. CONTRACTOR shall furnish the certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o:

Washtenaw County Community Mental Health
Attn: Contracts
555 Towner Street
Ypsilanti, MI 48198

and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The CONTRACTOR promises that it has no interest which would conflict with the performance of services required by this contract. The CONTRACTOR also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The CONTRACTOR promises that it has not employed or retained any company or person, other than bona fide employees or leased employees working solely for the CONTRACTOR, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the COUNTY may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift, or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The CONTRACTOR will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The CONTRACTOR agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, creed,

color, sex, sexual orientation, gender identity, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$15.90 per hour with benefits or \$17.73 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2024, and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The CONTRACTOR shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the CONTRACTOR. During the performance of the services, the CONTRACTOR will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the CONTRACTOR must reference the project sponsorship by the COUNTY. Any publication of the information or results must be co-authored by the COUNTY.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the COUNTY and the CONTRACTOR, their successors, and assigns. Neither the COUNTY nor the CONTRACTOR will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - PAYROLL TAXES

The CONTRACTOR is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the COUNTY against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the COUNTY and the CONTRACTOR will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT


This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations, or agreements whether written or oral.

ARTICLE XXII – ELECTRONIC SIGNATURES


All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:


By:  02/28/2024
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY

By: 02/28/2024
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

By:  1/14/2024
Trish Cortes (DATE)
Executive Director, WCCMH

CENTER FOR HEALTH AND RESEARCH TRANSFORMATION:

By:  01/05/2024
Name: Joshua Traylor (DATE)
Title: Director

APPROVED AS TO FORM:

By:  02/27/2024
Michelle Billard (DATE)
Office of Corporation Counsel

Scope of Services

Millage Related Activities:

Coordination of meetings:

With direction from WCCMH, CONTRACTOR will plan and organize external meetings, prepare agendas and other materials, schedule locations and invite participants; delegate necessary tasks to appropriate participants and follow-up to ensure productivity and progress; summarize meeting discussions, group decisions and next steps, and disseminate information to participants, partner organizations and decisionmakers as appropriate.

Data work:

CONTRACTOR will assist WCCMH to identify necessary metrics and benchmarks for analysis and reporting of process measures and performance indicators; collect relevant background information/data to inform the work; develop effective visual depictions of data for internal analysis and for public consumption.

Assessment and evaluation activity:

CONTRACTOR will assist WCCMH in assessing and evaluating investment initiatives including annual assessment of benchmarks for presentation to the CMHAC, the WCCMH Board, and Washtenaw County Board of Commissioners; conduct system mapping to demonstrate how organizations interact and identify opportunities for improvement.

Ongoing staffing support:

CONTRACTOR will support and organize additional activities related to millage; maintain the high-level work plan, including all major activities and reporting requirements; continue identifying key non-WCCMH participants and organizations involved in building recommendations and implementing programming; maintain partner networks for three major mental health investments: crisis and stabilization services, youth services, and SUD services; continue regular communications and meetings with WCCMH staff.

Youth Assessment Center Support:

CONTRACTOR will support and organize activities related to the planning and implementation of a Youth Assessment Center (YAC) including organizing planning meetings, preparing agendas, summarize meeting notes, and track progress on action items. CONTRACTOR will provide planning and facilitation support for a community wide convening of youth serving providers to build out a referral network to be utilized by the YAC.

Millage related activities staffing costs:

The total cost for the work outlined above is \$63,435. This figure includes .30 FTE for project coordination as well as project oversight from CHRT leadership for the period of January 1, 2024, through September 30, 2024. If there is additional demand for CHRT support beyond the .30 FTE – and if CHRT staff have the availability to commit additional time – CHRT can provide supplemental support at a rate of \$120/hr. Effort, availability, and demand will be reviewed on a monthly basis and if an increase is mutually agreed up, an email from WCCMH should be sent to chrtfinance@umich.edu confirming a ceiling of overage hours.

Millage Communications Plan:

There is a significant need to share millage impact for two reasons: first, to be transparent about the use of tax dollars, and second, to ensure that residents are aware of services available to them due to millage funding.

CHRT’s contract addresses both needs and will serve to highlight the commendable new programs and initiatives made possible by the millage.

Deliverables:

1. **Education.** Increase community awareness of millage-funded services through online ads, print ads, billboard ads, bus ads, social media platforms, e-newsletters, and more. Place up to 30 new ads in publications such as Connected Magazine, the Ann Arbor Observer, and the Chelsea Guardian.
2. **Underwriting.** Continue underwriting contract with Second Wave Media (Concentrate) to publish four stories on MHSUD concerns; Concentrate to credit the millage for underwriting all applicable MHSUD stories.
3. **Stories and newsletters.** Produce three quarterly millage e-newsletter with three feature stories each, such as millage-funded program updates, new funding updates, staff Q&As, etc.
4. **Impact reporting.** Create impact PowerPoint highlighting 2023 work. Create and distribute 2023 impact report. Due date.
5. **Community event.** With MAC input, Plan one community event and write a story about it. Promoted the event to the public. For example, plan and host a Facebook Live event with potential topics including WISD and WCCMH collaboration, WCCMH and WCSO collaboration, and One Big Collaborative.
6. **Materials.** With MAC input, develop and distribute print materials to share millage services, such as posters, flyers, postcards, magnets, brochures, and more.
7. **Website maintenance.** Post original content on millage microsite and monitor web metrics. Manage news and announcement posts for WCCMH staff.
8. **Youth convening event support.** Plan and develop youth convening event materials such as invitations and agendas. Write a summary report that outlines youth service gaps through 4 primary domains; prevention strategies, opportunities for intervention, integration of specialty services, and effective crisis response and stabilization and attendees’ perspectives on where additional investments should be made to bring new services online or where new organizational partnerships could be formed to promote better continuity of care.

Jan 24 – Sept 24 Timeline

Deliverable	Q1 (Jan-Mar 23)	Q2 (Apr -Jun 23)	Q3 (Jul- Sept 23)
Education	X	X	X
Underwriting	X	X	X
Stories & newsletters	X	X	X
Impact reporting	X	X	X
Community event	X		
Materials	X		
Website maintenance	X	X	X
Youth convening event support	X		

Jan 22 – Sept 24 Budget

Deliverable	Staff	Partners
Education	\$ 9,233	\$ 60, 843
Underwriting	\$2,010	\$ 11,000
Stories & newsletters	\$ 16,320	-
Impact reporting	\$ 21,170	\$ 10,175

Contract # _____

Community event	\$ 4,570	-
Materials	\$ 9,739	\$ 20,625
Website maintenance	\$ 6,095	-
Youth convening event support	\$ 7,095	-
Total	\$ 76,232	\$ 102,643

EXHIBIT 1

Community Mental Health Partnership of Southeast Michigan
Ethics and Confidentiality Agreement

I, (print name) Joshua Traylor, fully understand that any information I provide to the Washtenaw County Community Mental Health or any affiliate member of the Community Mental Health Partnership of Southeast Michigan (CMHPSM) concerning myself must be accurate. I ascertain the accuracy of such information.

I will keep confidential all information that I hear, become aware of, or that is revealed in any sort of way during my tenure as a contractor, when that information relates to a recipient or a recipient's family member.

I shall function as a contractor in a way that promotes the rights of, and dignity and respect for, the recipients who are being served.

I understand and agree to be bound by applicable state and federal laws, including but not limited to the Michigan Mental Health Code and Administrative Rules, and the Health Insurance Portability and Accountability Act (HIPAA). I agree to come forward with any conflict of interest if it should arise in any situation, issue, or relationship. I understand that a conflict of interest may require that I be excused from a specific proceeding, at the determination of the CMHSP Director.

In situations where my cultural values, ethics, or religious beliefs conflict with those of a recipient to the extent that it influences my ability to objectively fulfill my responsibilities as a CONTRACTOR, I understand that I have an ethical obligation to discuss this with the CMHSP Director or a Recipient Rights Officer. I understand that it may require that I be excused from a specific proceeding.

Further, I agree to review the Recipient Rights policies and to be accountable for conducting myself in accordance with those policies. I shall discuss any further questions or concerns with one of the Recipient Rights Officers.



Signature

01/05/2024
Date