



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

RER/Sheriff

OAKLAND COUNTY DEPARTMENT OF MANAGEMENT AND BUDGET

PURCHASING DIVISION CONTRACT NUMBER: BO202971

October 01, 2005 through September 30, 2006

Contract - NOT TO EXCEED AMOUNT \$30,000.00

This "Contract" is made between the COUNTY OF OAKLAND, a Michigan Constitutional Corporation, hereinafter called "County", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a "Party" or jointly as the "Parties".

<p>COUNTY OF OAKLAND 1200 N. Telegraph Road Pontiac, MI 48341-0047 (herein, the "County")</p>	<p>HAVEN INC PO Box 431045 Pontiac MI 48343-1045 Michigan Corporate I.D. No. 38-2426175 Vendor Address (herein the "Contractor")</p>
--	---

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

- SECTION 1. SCOPE OF CONTRACTOR'S SERVICES
- SECTION 2. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES
- SECTION 3. CONTRACT EFFECTIVE DATE AND TERMINATION
- SECTION 4. CONTRACTOR ASSURANCES AND WARRANTIES
- SECTION 5. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION
- SECTION 6. CONTRACT DOCUMENTS, DEFINITIONS, AND GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

1. SCOPE OF CONTRACTOR'S SERVICES

1. Maintain Safe Therapeutic Assault Response Team (START) Program in a centralized location and staffed by registered nurses licensed to practice in Michigan who have received a minimum of 40 hours of classroom training and 60 hours of practicable or preceptorship training.
2. Maintain a Coordinator for the START Program to the County, and provide the Coordinator's resume and/or evidence of her particular qualifications for this position upon request.
3. Provide all of the following at no charge to sexual assault victims residing in Oakland County:
 - a) Access to services by request of medical or law enforcement authorities or by victims themselves via HAVEN's crisis line, 24 hours a day, 7 days a week, 52 weeks a year;
 - b) On-site services provided by an advocate/nurse team;
 - c) Provision of crisis intervention, medical treatment, and follow-up services as needed, either directly or by referral;
 - d) Complete forensic examination by specially trained nurses using state-of-the-art forensic equipment;
 - e) Consultations with law enforcement authorities;
 - f) Expert witness testimony in criminal cases;
 - g) Outreach, referral and community education.
4. Comply with all confidentiality laws governing medical patient records including the Health Insurance Portability and Accountability Act of 1996. Any information obtained by HAVEN, the START Program, or their personnel from these records shall remain confidential and shall not be divulged except as authorized by law.
5. Submit reports to the Contract Administrator on or about January 1, 2006, April 1, 2006, July 1, 2006 and a final report by October 15, 2006. These reports shall include the number of victims treated, the number of trials in which START staff testified, the percentage of victims requesting counseling and follow-up services, anecdotal or formally-gathered reports by victims regarding their perceptions of services provided, the number of referrals made to other agencies or programs, any community education efforts undertaken by START program personnel, and any other information serving to characterize the nature and value of the START Program to Oakland County residents.

2. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

- 2.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be:
 - 2.1.1. Vendor will be paid \$200.00 per Complete Forensic Exam for Oakland County residents.
 - 2.1.2. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 15 Days before this event.
 - 2.1.3. No more than once a month, the Contractor shall submit an invoice to the County, which shall itemize all amounts due and/or owing by the County under this Contract, and payment terms as the date of the invoice. The invoices shall be submitted in the form requested by the County. The County shall have no obligation to make payment until a proper invoice of service is submitted. The County reserves the right to make partial payments on account of the amount due the Contractor as the work progresses.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

- 2.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract.
- 2.3. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this Contract that are the obligations of Contractor under this Contract.
- 2.4. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.
- 2.5. Under no circumstances shall the County be obligated to pay the contractor for any Services rendered or Goods delivered which have not been invoiced, as required herein, within 12 calendar months of the date such Goods were actually delivered to the County or Services were actually rendered pursuant to this Contract.

3. **CONTRACT EFFECTIVE DATE, TERMINATION NOTICES AND AMENDMENTS**

- 3.1. The effective date of this Contract shall be October 01, 2005, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:
 - 3.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.
 - 3.1.2. Any and all Contractor Certificates of Insurance, and any other conditions precedent to the Contract have been submitted and accepted by the County.
 - 3.1.3. This Contract is signed by an authorized agent of the Oakland County Purchasing Division, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.
- 3.2. The County may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 3.3. The County's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 3.4. Contractor may terminate and/or cancel this Contract (or any part thereof) at anytime upon ninety (90) days written notice to the County, if the County defaults in any obligation contained herein, and within the ninety (90) notice period the County has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.
- 3.5. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

3.5.1. If notice is sent to the Contractor, it shall be addressed to:

Haven Inc
Beth Morrison
PO Box 431045
Pontiac MI 48343-1045

3.5.2. If notice is sent the County, it shall be addressed to:

Oakland County Sheriff's Department
Michael McCabe
1201N Telegraph Rd Bldg #10 East
Pontiac MI 48341

3.5.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

3.6. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or the County Purchasing Manager or assigned Purchasing designee.

4. **CONTRACTOR'S ASSURANCES AND WARRANTIES**

4.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

4.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.

4.3. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the County herein.

4.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.

4.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

4.6. Contractor Employees.

4.6.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

- 4.6.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee
- 4.6.3. All Contractor Employees shall wear and display appropriate county-provided identification at all times while working on County premises.
- 4.6.4. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County.
- 4.7. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 4.8. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 4.9. The Contractor's relationship to the County is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the County.

§5. **CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION**

5.1. Indemnification

- 5.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 5.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County for uncollectable accounts.
- 5.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.
- 5.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

5.2. Contractor Provided Insurance

5.2.1. At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications indicated.

1. Vendor agrees to procure and maintain insurance coverage according to the following specifications:
 - a. \$3,000,000.00 Combined Single Limit Commercial General Liability Broad Form Endorsement/or the following as minimum requirements:
 - Broad form property damage
 - Premises/Operations
 - Libel and Slander
 - Independent Contractors
 - (Blanket) Broad form Contractual
 - Personal Injury - delete contractual exclusion "A"
 - Additional Insured - the County of Oakland, County Agents (as defined in this Contract) and employees and elected and appointed officials of Oakland County;

The total limits of general liability coverage required herein may be satisfied with a combination of a primary and excess policy having not less than \$3,000,000 in limits, specifically listing the primary general liability policy as underlying insurance.
 - b. Workers' Compensation as required by law \$100,000.00 and Employer's Liability;
 - c. Automobile Liability with minimum limits of \$1,000,000.00 Combined Single Limit Automobile Liability per occurrence including hired and leased vehicles, and owned and non-owned. No-Fault coverage as required by law;
 - d. Professional Liability with minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate, except for Construction and Maintenance Contracts only.

2. General Certificates of Insurance

- a. All Certificates of Insurance and duplicate policies of any outside vendor or contractor shall contain the following clauses:
 - 1) "The insurance company(s) issuing the policy or policies shall have no recourse against the County of Oakland for payment of any premiums or for assessments under any form of policy".
 - 2) Any and all deductibles in the above-described insurance policies shall be assumed by and be or the amount of, and at sole risk of, the contractor."

All Certificates are to provide 30-day notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided no less than ten (10) working days before commencement of work to the Oakland County Purchasing Division. Insurance carriers are subject to the approval of Oakland County

6. CONTRACT DOCUMENTS, DEFINITIONS AND GENERAL TERMS AND CONDITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

- 6.1 “Contractor Employee” means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor’s suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. “Contractor Employee” shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 6.2 “Claims” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgements, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 6.3 “County” means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agent” as defined below.
- 6.4 “County Agent” means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 6.5 “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 6.6 Access To County Facilities. While the Contractor retains the right to perform services at any time, the Contractor must obtain prior permission by the County for access to County facilities after the County’s regular business hours.
- 6.7 Cumulative Remedies. A Party’s exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 6.8 Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
“CONTRACTOR’S ASSURANCES AND WARRANTIES”;
“CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION”;
“DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES”;
“AUDIT”;
“SEVERABILITY”;
“GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE”; AND
“SURVIVAL OF TERMS AND CONDITIONS”.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

- 6.9 County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.
- 6.10 No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 6.11 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 6.12 Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 6.13 Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.
- 6.13.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 6.13.2 The County, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 6.14 Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County
- 6.15 Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- 6.16 Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

- 6.17 Damage Clean up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damage property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.
- 6.18 Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives County prompt written notice of an impending disclosure, (ii) provides reasonable assistance to County in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.
- 6.18.1 This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 6.18.2 As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.
- 6.19 Contractor Use of County Licensed Software. In order for the Contractor to perform its services under this Contract, the County may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 6.20 Grant Compliance. If any part of this Contract is supported or paid for with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.
- 6.21 Project Managers. Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the services to be performed under this Contract. The Contractor's Project Manager shall coordinate with the County's Project Manager, the Contractor shall provide the name and qualifications of its Project Manager and an alternate.
- 6.22 Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The County's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Contractor, reviewing invoices and submitting requests to the County's procurement authority for any contract modification in accordance with Section 7.27 of this Agreement.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

- 6.23 Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Managers and Contract Administrators for possible resolution. The Project Managers and Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the Project Managers and Contract Administrators cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.
- 6.24 Access and Records. Contractor will maintain accurate books and records in connection with the services provided under this Contract for 36 months after end of this Contract, and provide the County with reasonable access to such book and records.
- 6.25 Audit. Contractor shall allow the County's Auditing Division, or an independent auditor hired by the County, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment.
- 6.25.1 Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the County within forty-five (45) days of receiving the final audit report. Contractor's response shall include all necessary documents and information that refute the final audit report. Failure by Contractor to respond in writing within 45 days shall be deemed acceptance of the final audit report.
- 6.26 Delegation /Subcontract/Assignment. Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 6.26.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 6.26.2 Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 6.26.3 The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.
- 6.26.4 Should a Subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 6.26.5 This Contract cannot be sold.
- 6.26.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.
- 6.27 Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

- 6.28 No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently effect its right to require strict performance of this Contract.
- 6.29 Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 6.30 Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 6.31 Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:
- 6.31.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits or documents.
- 6.32 Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgement obtained in such forum or taking action under this Contract to enforce such judgement in any appropriate jurisdiction.
- 6.33 Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supercedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- 6.34 Contractor Obligation Under the Health Insurance Portability and Accountability Act of 1996.
This Business Associate Provision (hereinafter BAP) is entered into in order to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the attendant Regulations found at 45 CFR Sections 160 through 164 inclusive.
Pursuant to this PSC, Contractor (referred to as Business Associate in HIPAA Regulations) provides services to and on behalf of the County, which services necessarily involve the access to, generation of, use of, and disclosure of Protected Health Information (PHI) in the possession of County that identifies individual



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

patients and their health conditions. Accordingly, Contractor is a business Associate of County for the purposes of complying with HIPAA and the Privacy and Security Regulations.

The County and Contractor agree to enter into this BAP in order for County to receive “satisfactory assurances” from Contractor as a pre-condition to permitting Contractor to access, generate, use or disclose PHI on its behalf or in the course of performing services to County. Furthermore, County and Contractor agree to enter into this BAP in order to comply with all the requirements of HIPAA and the Privacy Rule regarding Business Associates’ use of PHI.

6.34.1 DEFINITIONS

Terms used, but not otherwise defined in this BAP shall have the same meaning as those terms that are used and defined in 45 CFR in parts 160 through and including parts 164, and in particular 45 CFR 160.103 and 164.501, of the Privacy and Security Rules.

6.34.2 Examples of specific definitions:

6.34.2.1 Business Associate. “Business Associate” shall mean Contractor.

6.34.2.2 Covered Entity. “Covered Entity” shall mean Oakland County, Michigan.

6.34.2.3 Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

6.34.2.4 Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

6.34.2.5 Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of Covered Entity.

6.34.2.6 Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.

6.34.2.7 Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

6.34.3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

6.34.3.1 Contractor is authorized to access, generate, use or disclose PHI as necessary and appropriate to perform the services on behalf of and for County as described in Section 3 of the PSC and Exhibit I: Scope of Contractor’s Services, appended to the PSC.

6.34.3.2 Contractor agrees to not use or disclose PHI other than as permitted or required by the BAP or as required by Law.

6.34.3.3 Contractor agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this BAP.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

- 6.34.3.4 Contractor agrees to cooperate with County and perform such activities as County may from time to time direct in order to mitigate, to the extent practicable, any harmful effect that is known to Contractor or brought to Contractor's attention by County, of a use or disclosure of PHI by Contractor in violation of the requirements of this BAP.
- 6.34.3.5 Contractor agrees to report to County any use or disclosure of PHI in violation of this BAP.
- 6.34.3.6 Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor of behalf of County agrees to the same restrictions and conditions that apply through this BAP to Contractor.
- 6.34.3.7 At the request of County, and in the time and manner designated by County, Contractor agrees to provide access to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the inspection and copying requirements under 45 CFR 164.524.
- 6.34.3.8 Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR 164.526 at the request of County or an Individual, and in the time and manner designated by County.
- 6.34.3.9 At the direction of County or the Secretary of DHHS, Contractor agrees to make internal practices, books, records, and policies and procedures relating to the use and disclosure of PHI received from, or created or received by Contractor of behalf of County available to the County, or to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- 6.34.3.10 Contractor agrees to document all disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- 6.34.3.11 Contractor agrees to provide to County or an Individual, in time and manner designated by County, information to permit County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- 6.34.3.12 Contractor agrees to honor any restriction(s) on the use or disclosure of PHI that County agrees to, provided that County notifies Contractor of such restriction(s), unless the information is needed to provide emergency care or to comply with state or federal law.
- 6.34.3.13 Contractor shall require each member of its work force that has contact with PHI in the course of providing services to County to sign a statement indicating that the work force member has read this BAP, understands its terms and will abide by them, including without limitation, the obligation not to use or disclose PHI except as necessary and appropriate to carry out the services being performed by



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

Contractor for or on behalf of County. Contractor will make such signed statements available to County upon request.

6.34.4 SECURITY REQUIREMENTS

Contractor (including its agents and subcontractors), can only create, receive, maintain, or transmit Electronic Protected Health Information (EPHI) if it complies with the following requirements and Part 164 of 45 CFR:

- 6.34.4.1 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by this subpart;
- 6.34.4.2 Any technology used to accomplish these requirements must be the equivalent of, and compatible with, the technology used by the County.
- 6.34.4.3 Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
- 6.34.4.4 Report to the County any security incident of which it becomes aware.
- 6.34.4.5 County shall have the right to audit the Contractor and inspect the premises of Contractor to determine if there is compliance with these security requirements.

6.34.5 PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 6.34.5.1 Except as otherwise limited in this BAP, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of County as specified in the PSC, provided that such use or disclosure would not violate the Privacy Rule, if done by County, or the minimum necessary policies and procedures of the County.

6.34.6 SPECIFIC USE AND DISCLOSURE PROVISIONS

- 6.34.6.1 Except as otherwise limited in this BAP, Contractor may use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- 6.34.6.2 Except as otherwise limited in this BAP, Contractor may disclose PHI for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

6.34.6.3 Except as otherwise limited in this BAP, Contractor may use PHI to provide Data Aggregation services to County as permitted by 42 CFR 164.504(e)(2)(i)(B).

6.34.6.4 Contractor may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 164.502(j)(1).

6.34.7 OBLIGATIONS OF COUNTY

6.34.7.1 County shall notify Contractor of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Contractor's use or disclosure of PHI.

6.34.7.2 County shall notify Contractor with any changes in, or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Contractor's use or disclosure of PHI.

6.34.7.3 County shall notify Contractor of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI.

6.34.8 PERMISSIBLE REQUESTS BY COUNTY

6.34.8.1 County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County.

6.34.9 TERM AND TERMINATION

6.34.9.1 Term. The Term of this BAP shall be effective as of the day this PSC is accepted by County or the first day Contractor provides services covered under this PSC to County, whichever comes first, and shall terminate when all of the PHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.

6.34.9.2 Termination for Cause. Upon County's knowledge of a material breach by Contractor, County shall either:

6.34.9.3 Provide an opportunity for Contractor to cure the breach or end the violation and terminate this BAP and the OSC if Contractor does not cure the breach or end the violation within the time specified by County and to County's satisfaction,

Or

6.34.9.4 Immediately terminate this BAP, and the PSC if Contractor has breached a material term of this BAP and cure is not possible.

6.34.9.5 If neither termination nor cure is feasible, County shall report the violation to the Secretary.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

6.34.10 EFFECT OF TERMINATION

- 6.34.10.1 Except as provided in paragraph (2) of this section, upon termination of this BAP, for any reason, Contractor shall return or destroy all PHI received from County, or created or received by Contractor on behalf of County, as directed by County. County shall have the sole authority to determine whether PHI shall be returned or destroyed, and shall have the sole authority to establish the terms and conditions of such return or destruction. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI.
- 6.34.10.2 In the event that Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to County an explanation of the conditions that make return or destruction infeasible. Upon County's concurrence that return or destruction of PHI is infeasible, Contractor shall extend the protections of this BAP to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

6.34.11 MISCELLANEOUS

- 6.34.11.1 Regulatory References. A reference in this BAP to a section in the Privacy Rule means the section as in effect or as amended.
- 6.34.11.2 Amendment. The Parties agree to take such action as is necessary to amend this BP from time to time as is necessary to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- 6.34.11.3 Survival. The respective rights and obligations of Contractor under Section 7.9 of this BAP shall survive the termination of this BAP.
- 6.34.11.4 Confidentiality. Contractor agrees that the terms and conditions of this BAP shall be construed as a general confidentiality agreement that is binding upon Contractor even if it is determined that Contractor is not a Business Associate as that term is used in the Privacy Regulation.
- 6.34.11.5 Interpretation. Any ambiguity in this BAP shall be resolved to permit County to comply with the Privacy and Security Regulation.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

The undersigned executes this Contract on behalf of Contractor and the County, and by doing so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: [Signature]

DATE: 9/13/2005

_____ appeared in person before me this day and executed this Contract on behalf of Contractor and acknowledged to me under oath that _____ has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Contractor to fully and completely obligate and bind Contractor to the terms and conditions of this Contract and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Contract documents including all documents incorporated by reference.

Subscribed and sworn to before me on this _____ day of _____, 2005.

Notary Public
_____ County, Michigan

My Commission Expires: _____

FOR THE COUNTY:

BY: [Signature]
Joseph Hylla, Manager,
Oakland County Purchasing Department

DATE: 9/13/2005

APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:

BY: [Signature]
Michael McCabe, Undersheriff
Contract Administrator

DATE: 9/13/2005

FOR THE COUNTY BOARD OF COMMISSIONERS:

BY: [Signature]
William Bullard, Chairman
Oakland County Board of Commissioners

DATE: 9/13/2005

o/o #1 10/31/06

cmc

MISCELLANEOUS RESOLUTION #

BY: Commissioners David Woodward, District #18 and Bill Bullard, Jr., District #2

RE: BOARD OF COMMISSIONERS - CONTRACT WITH HAVEN FOR RAPE INTERVENTION TEAM "S.T.A.R.T." PROGRAM

To the Oakland County Board of Commissioners
Chairperson, Ladies and Gentlemen:

WHEREAS according to the 2003 Michigan Uniform Crime Report 409 rapes were reported in Oakland County; and

WHEREAS sexual assault is a violent, life-changing crime that affects the psychological, physical, emotional, and spiritual well-being of the individual; and

WHEREAS according to the U.S. Department of Justice, 61% of rapes and sexual assaults are not reported to police; and

WHEREAS in order to counteract the low reporting rates for sexual assaults, victims must be empowered by having a realistic hope that the law enforcement and judicial systems will be work; and

WHEREAS rape kits collected by specially trained sexual assault nurse examiners (SANEs) provide more effective evidence collection compared with non-SANE-trained nurses and physicians; and

WHEREAS SANE programs are those programs that use SANEs to offer victims of sexual assault prompt, compassionate care and comprehensive forensic evidence collection; and

WHEREAS in 1999 a task force was convened in Oakland County, including members from HAVEN, Oakland County's Prosecutors Office, Oakland County's Sheriff's Department, Michigan State Police-forensic laboratory, St. Joseph Mercy Hospital-Pontiac, Providence Medical Center, William Beaumont Hospital - Royal Oak, the Pontiac Police Department, and other interested members of the communities; and

WHEREAS this Oakland County Sexual Assault Task Force investigated possible solutions to the quality of care received by sexual assault victims in Oakland County. The Task Force recommended developing a collaborative program in Oakland County that will provide comprehensive victim care services and establish protocols for sufficient and consistent evidence collection; and

WHEREAS the task force recommended that a Safe Therapeutic Assault Response Team ("START") program be implemented for Oakland County residents under the auspices of HAVEN; and

WHEREAS HAVEN'S START program is the only SANE program in Oakland County; and

WHEREAS the START Program initiated in June, 2001 by HAVEN has already successfully coordinating a program for immediate response to the legal, medical, and emotional needs of over 300 sexual assault survivors, thereby reducing the trauma of sexual assault, increasing prosecution rates, and decreasing costs to law enforcement and hospitals; and

WHEREAS the START team is made up of forensic nurses, physician's assistants, and HAVEN advocates. Sexual assault patients receive both emotional support by the advocate and therapeutic medical care in a safe environment; and

WHEREAS the unique benefit is that the START program provides Forensic Examiners (FE'S) who are specially trained registered nurses and physicians assistants who perform medical forensic examinations of adolescent and adult victims of acute sexual assault. They also collect evidence from suspects in police custody, work with victims and will also testify in court;

WHEREAS HAVEN has demonstrated fiscal responsibility in the exercise of its START Program by seeking multiple sources of funding, providing centrally-located nursing interventions at 1/3 the cost of similar services in the emergency room setting, and reducing the total cost of prosecution by providing expert forensic evidence collection which encourages plea bargaining by defendants.

WHEREAS Oakland County, with the adoption of Miscellaneous Resolution #01288, previously entered into a Professional Services Contract in FY 2002 with HAVEN, Inc., which has now expired.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners does hereby authorize an award of a Professional Services Contract to HAVEN, Inc., for the purpose of establishing an effective law enforcement tool for the arrest and successful prosecution of those committing sexual attacks, in which HAVEN is to provide an investigatory resource relating to alleged criminal sexual conduct and to provide Oakland County residents, who are victims of sexual assault or rape with examinations, counseling services and courtroom support through the Safe Therapeutic Assault Response Team (START) Program.

BE IT FURTHER RESOLVED that this contract shall be for an amount not to exceed \$30,000.00 and that this contract shall terminate on September 30, 2006, unless otherwise agreed to by the parties.

BE IT FURTHER RESOLVED that HAVEN shall submit quarterly reports to the Oakland County Board of Commissioner's General Government Committee And Public Services Committee on or about January 1, 2006, April 1, 2006, July 1, 2006 and October 1, 2006 for the preceding quarter. These reports shall include the number of victims treated, the number of trials in which START staff testified, the percentage of victims requesting counseling and follow-up services, anecdotal or formally-gathered reports by victims regarding their perceptions of services provided, the number of referrals made to other agencies or programs, any community education efforts undertaken by START program personnel, and any other information serving to characterize the nature and value of the START Program to Oakland County residents.

BE IT FURTHER RESOLVED that contingent upon the approval of the Board of Commissioners of this Miscellaneous Resolution, the Oakland County Board of Commissioners authorizes its Chairperson to execute this professional services contract on behalf of the Board of Commissioners.

Chairperson, we move the adoption of the foregoing resolution.

David Woodward
Commissioner, District #18

Bill Bullard, Jr.
Commissioner, District #2