

SERVICE AGREEMENT

Between Community Mental Health of Ottawa County

AND

TBD Organization

This Service Agreement (hereinafter “Agreement”) is made on “insert date” by and between Community Mental Health of Ottawa County (hereinafter “CMH”) of 12265 James Street, Holland, Michigan 49424, and TBD organization (hereinafter “Vendor”) of “insert address”.

This Agreement is regarding the implementation of the TBD funding source awarded to CMH for the purpose of TBD services in Ottawa County. The TBD funding source period runs from Project Start Date, through Project End Date. This is a one-time TBD funding source which does not guarantee continued funding following the end of the TBD funding source period. CMH may or may not continue to fund such programming through additional grant applications or local funding following the end of the project period.

1. **Term and Termination.** The term of this Agreement shall commence on “insert start date” and continue in full force until “insert end date”, unless amended or terminated by either party, upon thirty (30) days advance notice to the other. Further agreements will be negotiated as needed after the project period is completed.
2. **Vendor Duties.** In exchange for the compensation, Vendor agrees:
 - a. “Insert scope of work.”
 - b. “Insert additional scope of work.”

Insert “CMH Duties” if applicable between #2 and #3 and re-number

3. **Compensation.** CMH agrees to provide Vendor the following compensation:
 - a. “Insert compensation amount.”
 - b. Vendor shall submit the invoice to “identify the person who will be receiving the invoice,” at “insert email address.”
 - c. Invoice submission method is included in Attachment A – Invoice Submission Process.
4. **Relationship of Parties.**
 - a. Vendor is hereby engaged as an independent contractor under this Agreement. This Agreement shall not be construed as a partnership or joint venture. Nothing in this Agreement shall be construed in any way to create the relationship of employer and employee between CMH and Vendor; and neither Vendor nor its caregivers are eligible to receive any type of benefit from CMH.

- b. Vendor acknowledges and agrees that CMH will not pay or withhold from the compensation paid to Vendor pursuant to this Agreement any sums customarily paid or withheld on behalf of employees for income tax, unemployment insurance, social security, workers' compensation or any other withholding tax, insurance, or payment pursuant to any law or governmental requirement.
5. **Authority.** Neither the Vendor nor CMH has any right or authority, either expressed or implied, to assume or create on behalf of the other party any contract or commitment of any kind or nature without the written consent of the other party, other than what is set forth in this Agreement.
6. **Indemnification.** Vendor agrees to indemnify, defend, and hold harmless CMH and its officials, officers, employees, volunteers, and agents from and against any and all liability arising out of or in any way related to Vendor's performance of services under this Agreement, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Vendor, its employees, agents or subcontractors.
7. **Insurance.** Vendor shall provide proof of the following coverages: workers' compensation; employers' liability; commercial general liability and, if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and, if no statute applies, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the Vendor and CMH and their respective representatives against any and all claims arising out of or related in any way to the work performed or the products provided.
8. **Confidentiality and Non-Disclosure.**
 - a. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all information and data from CMH or Vendor, in any form, including but not limited to documentation, inventions, products, personnel, provider lists, contractors, customers, prospective customers, proprietary information and other information that is not readily available to the public.

Vendor further acknowledges and agrees that Confidential Information includes protected health information ("PHI"), as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations at 45 CFR Parts 160 and 164 ("HIPAA"), and "Non-Public Personal Information" about a consumer in regards to health coverage as that term is defined in Title V of the Gramm Leach Bliley Act of 1999 and set forth in 16 CFR Part 13, including: (i) name (ii) address (iii) social security number(s) (iv) names of spouse and dependents (v) eligibility data and (iv) claims information.

Notwithstanding the foregoing, “Confidential Information” is not information which: (1) has entered the public domain through no action or failure to act of either Party to this agreement (2) prior to disclosure hereunder was already lawfully in either Party’s possession without any obligation of confidentiality; or (3) subsequent to disclosure hereunder is obtained by either Party on a non-confidential basis from a third party who has the right to disclose such information to either Party.

b. Non-Disclosure

Neither Party to this agreement shall use Confidential Information for its own benefit, nor make Confidential Information available for review or use by, or use it for the benefit of, any third party. The Parties to this Agreement shall only disclose Confidential Information to those employees and affiliates of the Parties who are bound by this same written confidentiality agreement and have a legitimate need to review the Confidential Information. Upon request, the Parties shall return the Confidential Information to the Party disclosing such information. The confidentiality of the terms discussed between parties shall remain confidential during the term of this Agreement and for a period of not less than two years following the termination of this current Agreement or any subsequent agreements between parties, whichever is longer.

9. **Record Retention and Audit.** Vendor shall maintain for a period of ten (10) years from the expiration of this Agreement all records, documents, and accounts in connection with the performance of this Agreement. CMH, or its representatives, shall have the right to examine, audit and copy, at reasonable times, and with advance notification and at its own expense, such records, documents, and accounts. To the extent required by law, Vendor shall permit government agencies to audit the Vendor’s records as they relate to performance of services pursuant to the terms of this Agreement. In no event shall Vendor be required to provide or permit access to any records, documents or accounts that are not directly related to the Services performed or the costs incurred pursuant to the terms of this Agreement, or that contain Vendor’s or CMH’s confidential or proprietary information.

10. **Miscellaneous.**

- a. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the Parties. The current Agreement replaces any prior agreement. It may be amended only by a written document signed by a duly qualified officer of each party.
- b. **Non-Assignment and Benefit.** This Agreement shall not be assignable by either party without the written consent of the other, and shall bind and inure to the benefit of the parties hereto and their respective legal successors and permitted assigns.

- c. **Partial Invalidity.** Should any provision of this Agreement be held unenforceable, the remainder of the Agreement shall continue in full force and effect notwithstanding the partial invalidity ruling.
- d. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time.

*****SIGNATURE PAGE FOLLOWS*****

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of each party to be effective as of the date first above written.

FOR Community Mental Health of Ottawa County **FOR** TBD organization

By: [[SertifiSStamp_2]]

By: [[SertifiSStamp_1]]

Its: Executive Director

Its: [[SertifiTitle_1]]

By: [[SertifiSStamp_4]]

By: [[SertifiSStamp_5]]

Its: Chairperson, County Board of Commissioners

Its: Clerk/Register, County of Ottawa

CMHOC Contract Manager: [[SertifiSStamp_3]]

Attachment A
Invoice Submission Process

1) Vendor Responsibilities:

- a) The Vendor shall submit clean and timely invoices for reimbursement for services rendered under this Agreement. By submitting invoices for reimbursement, the Vendor attests that the billed services and corresponding documentation have been completed in compliance with the requirements of CMH, MDHHS, and/or Medicaid.
- b) **Clean Invoices:** According to MDHHS requirements, in order to be considered clean invoices, the Vendor shall submit invoices that are timely, complete, accurate, and ready for processing without obtaining additional information from the Vendor or third party.
- c) **Timely Billing:** The Vendor shall submit invoices to the CMH in a timely manner.
 - i) The Vendor shall bill CMH either monthly or on an alternate billing schedule approved, in advance, by CMH.
 - ii) Invoices submitted more than 60 days after the date of service will be denied, except as detailed in section c.iii. of this document.
 - iii) The CMH's fiscal year is October 1 through September 30. At the end of the CMH's fiscal year, all invoices for the fiscal year are due to CMH by October 20. Any disputed invoices must be reported to CMHOCFINANCE@miottawa.org by November 15. Invoices not submitted by these deadlines may be denied.
 - iv) Previously denied invoice should be corrected and re-billed to the CMH within 60 days from the date of denial for re-processing and reimbursement. Re-billed invoices submitted more than 60 days from the date of denial will be ineligible for payment.
- d) **Invoice Submission Method:** Invoices may be submitted to CMH by email, fax, or US mail. The invoices, at a minimum, should include the Vendor's name, the Vendor's address, the date of service, service description, rate per service, and total invoice amount. Additional information may be required by CMH based on the service being provided.
- e) CMH is not independently responsible for payment under this contract except through the PIHP or its federally compliant risk reserve funded by the State of Michigan.

2) CMH Responsibilities:

- a) The CMH shall process invoices in a timely manner. Except in unusual circumstances, payment shall be issued for approved claims within thirty (30) days following receipt of a clean invoice from the Vendor.