



VENDOR AGREEMENT

Between Community Mental Health of Ottawa County
12265 James Street
Holland, MI 49424

AND

Name of Vendor:		Date:	
Address:		Contact:	
		Contact Email:	
Phone Number:			

This Agreement approves the vendor for service to Ottawa County. The vendor and/or Ottawa County may generate subsequent documentation that will identify more specific provisions regarding particular goods and/or services; however, the terms and conditions below shall take priority and precedence over any inconsistent provision or limitation in any vendor prepared agreement, another County issued purchase order or response to a County Request for Proposal, even if the County has approved and signed such subsequent documentation.

Terms and Conditions

- 1. Warranty.** Vendor warrants that it is fully qualified to provide the goods and/or services and that they will be of good workmanship, standard quality in the profession or industry, functional, free of defects, and if the intended use thereof is known, they are suitable for that use.
- 2. Indemnity.** Vendor indemnifies and holds harmless Ottawa County, including its elected officials, officers, employees and volunteers from any claims, judgment, losses, damages, payments, costs arising out of or resulting from the vendor's performance or failure to perform the work described herein.
- 3. Insurance.** Vendor shall provide proof of the following coverages: workers compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages shall protect the vendor, and County and their employees, agents, representatives, invitees and subcontractors against claims arising out of the work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty notice is required to the County in the event of coverage termination.
- 4. Adherence to Legal Requirements.** In conducting the work and in performing all services under this Agreement, the vendor expressly agrees to acquire all necessary permits and comply with all local, state and federal legal requirements, including but not limited to those for federally funded contracts and will also assure that any subcontractors retained by it to perform services under this Agreement will comply with such requirements.
- 5. Term.** Unless a fixed term is specified in a written agreement fully approved and signed by the County, the County's obligations are limited to payment for the goods and/or services described above and despite any other provision to the contrary in any other agreement, signed or not, the County may terminate any term, a hold over or any renewal term at its will.

6. **Payment Terms.** Unless another term is specified in a written agreement fully approved and signed by the County, payment terms will be a net thirty (30) days of receipt of the finished product or final delivery of goods. The County is not liable for any cost exceeding the total cost above unless a signed written amendment is made to this Master Vendor Agreement.
7. **Merger and Modification.** This Agreement and any response to a request for proposal submitted by the vendor, represent the entire understanding between the parties and supersede all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by the authorized representatives of the County and the vendor.
8. **Notices.** All certificates and notices must be sent to the County Department at the address above.
9. **Execution.** The vendor representative attests that he or she has the authority to bind the vendor by signature below.

FOR Community Mental Health of Ottawa County

FOR

By: [[CertifiSStamp_2]]

By: [[CertifiSStamp_1]]

Its: Executive Director

Its: [[CertifiTitle_1]]

By: [[CertifiSStamp_4]]

By: [[CertifiSStamp_5]]

Its: Chairperson, County Board of Commissioners

Its: Clerk/Register, County of Ottawa

CMHOC Contract Manager: [[CertifiSStamp_3]]

Attachment B – 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.

Services must be reported consistent with requirements outlined in the MDHHS Reporting Requirements as periodically updated. The reporting requirements are available at:

http://www.michigan.gov/documents/mdhhs/MHCodeChart_554443_7.pdf

http://www.michigan.gov/documents/mdhhs/PIHP-MHSP_Provider_Qualifications_530980_7.pdf

- 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.

Services and Rates

Effective Date	Service Description	Rate	Reporting Unit

Invoices shall be submitted to:

Email: Attn: Fiscal Services – “Insert Agency Name”
 CMH Claims at cmhoc.claims@miottawa.org
Fax: Attn: Fiscal Services at 616-393-5687
Mail: Attn: Fiscal Services
 Community Mental Health of Ottawa County
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 Holland, MI 49424