

STATE OF MICHIGAN
DEPARTMENT OF COMMUNITY HEALTH
Grants and Purchasing Division
 320 South Walnut Street
 Lansing, Michigan 48913

CONTRACT NO. 391B430002
Between

THE DEPARTMENT OF COMMUNITY HEALTH
And

NAME & ADDRESS OF VENDOR Morrison Management Specialists, Inc. 36500 Ford Road #199 Westland, MI 48185 Email: Suelantzsch@iammorrison.com	TELEPHONE (248)760-1254 Contact: Sue Lantzsch Vendor Number:
Contract Compliance Inspector: Gregory Rivet, MDCH Purchasing Section Food Services for Walter Reuther Psychiatric Hospital & the Center for Forensic Psychiatry	
CONTRACT PERIOD: From: 10/01/2013 To: 9/30/2016	
TERMS <p style="text-align: center;"><u>Net 30 days</u></p>	<p style="text-align: center;"><u>2, 1 year options</u></p>
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract, including any applicable information from the vendor's proposal to RFP-GR-0391148813B0000247 dated 8/12/13 are attached. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Est. Contract Value: \$9,508,925.00</p>	

FOR THE VENDOR:

Morrison Management Specialists, Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Kim Stephen

Name

Director, Bureau of Budget and Purchasing
 Michigan Department of
 Community Health

Title

Date

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DEFINITIONS

24x7x365 means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

Additional Service means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

Audit Period means the seven year period following Contractor's provision of any work under the Contract.

Bidder(s) are those companies that submit a proposal in response to this RFP.

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

Blanket Purchase Order is an alternate term for Contract and is used in the Plan Sponsors' computer system.

CCI means Contract Compliance Inspector.

Days means calendar days unless otherwise specified.

Deleted – N/A means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

Deliverable means physical goods and/or services required or identified in a Statement of Work.

Department- means the Michigan Department of Community Health.

DTMB means the Michigan Department of Technology Management and Budget.

Environmentally Preferable Products means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

Hazardous Material means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

Incident means any interruption in any function performed for the benefit of a Plan Sponsor.

Key Personnel means any personnel identified in **Section 1.031** as Key Personnel.

MDCH means the Michigan Department of Community Health.

New Work means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

Ozone-depleting Substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

Post-Consumer Waste means any product generated by a business or consumer which has served its intended end use; and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

Post-Industrial Waste means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

Recycling means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

Reuse means using a product or component of municipal solid waste in its original form more than once.

RFP means a Request for Proposal designed to solicit proposals for services.

Services means any function performed for the benefit of the State.

SLA means Service Level Agreement.

Source Reduction means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

State Location means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

Subcontractor means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

Unauthorized Removal means the Contractor's removal of Key Personnel without the prior written consent of the State.

Waste Prevention means source reduction and reuse, but not recycling.

Pollution Prevention means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

Work in Progress means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

Work Product refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by the Contract.

Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This is an RFP for the establishment of a contract for the operation of food services at the Michigan Department of Community Health (MDCH), Center for Forensic Psychiatry (CFP) and Walter P. Reuther Psychiatric Hospital (WRPH). This is a formal request to prospective Bidders to solicit bids or price quotations. Bidders must submit written proposals according to the instructions contained within this document, discussing how they will meet the specific requirements.

The MDCH prefers to contract with a single vendor to provide the food services for both CFP and WRPH. Any awarded Contract(s) between the State and any awarded Contractor(s) is a separate document, whose terms are limited by Article 2.

1.012 Background

Center for Forensic Psychiatry (CFP)

The CFP is a 210 bed psychiatric facility that provides both diagnostic services to the criminal justice system and psychiatric treatment for criminal defendants adjudicated incompetent to stand trial and/or acquitted by reason of insanity. The CFP operates in accordance with the standards set forth by The Joint Commission (TJC), Center for Medicare and Medicaid Services (CMS) and MDCH. CFP has no provision for food services being provided by the facility, either in staffing, space or equipment and therefore, requires a contractor to provide these services.

CFP currently provides three (3) meals per day and up to three (3) snacks per day to patients based on their nutritional requirements. .

Walter P. Reuther Psychiatric Hospital (WRPH)

The WRPH is a 220 bed psychiatric facility that provides care for severely mentally ill adults. The WRPH operates in accordance with the standards set forth by The Joint Commission (TJC), Center for Medicare and Medicaid Services (CMS) and MDCH. WRPH has a kitchen facility located on site for the preparation and operation of food services.

WRPH currently provides three (3) meals per day and up to three (3) snacks per day to patients based on their nutritional requirements.

1.020 Scope of Work and Deliverables

1.021 In Scope

Center for Forensic Psychiatry (CFP)

Because the CFP has no provision for food services being provided by the facility, either in staffing, space or equipment and therefore, requires a contractor to provide these services at an off-site facility using a cook/chill production system. Delivery is required utilizing the A la Cart retherm trayed system owned by CFP. Contractor will be required to provide and maintain A la Cart dishware, storage equipment, disposables and cleaning and sanitizing of A la Cart retherm trayed carts.

The various food services needed include but are not limited to standard, religious and therapeutic diet meals and snacks based patient census that varies daily, the provision of menus, special meals, and bagged meals.

CFP is one building consisting of eight patient units, one centralized food cart room and an Evaluation Unit.

The following information is provided to identify and explain the current food service operations at CFP. The information is based on the period of 1/1/2012 – 1/31/2013.

- Number of buildings in hospital complex: One (1)

- Total number of beds: 210
- Number of new admissions: 235
- Average daily census: 205
- Percent occupancy: 98%
- Expected census: 210
- General types of service provided: Psychiatric treatment and non-acute medical care to adults with severe mental illness
- Accreditation and/or certification: The Joint Commission, Center for Medicare and Medicaid Services
- Hospital governed by: The State of Michigan, Department of Community Health
- Diet manual used: The contract must provide the CFP a copy of the Nutrition Manual that they utilize.
- Approximate number of required diet types per meal service: The following information is derived from the 2/6/2013 nutrition database and is based on the daily census of 205. The diets listed are the basic diet, there may be a several alterations to one person's diet, e.g. calorie restricted, heart health, vegetarian, chopped/ground.

Diet	Texture			
	Regular	Mechanical Soft	Chopped/Ground	Pureed
Regular	24	-	-	-
Calorie Controlled	84	3	2	-
Low Sodium	3	3	-	-
Heart Health	49	5	2	-
High Calorie	14	4	2	-
Vegetarian	8	-	-	-
Others (Renal, etc.)	1	-	-	-
PEG Tube Feeding	1	-	-	-

Walter P. Reuther Psychiatric Hospital (WRPH)

WRPH is responsible for providing all aspects of food services to the patients. In addition, there may be requests for special catered events in the hospital, as well as, the opportunity to provide food service for a staff cafeteria.

The following information is provided to identify and explain the current food service operations at WRPH. The information is based on the period of 2/1/2012 – 1/31/2013.

- Number of buildings in hospital complex: One (1)
- Total number of beds: 220
- Number of new admissions: 165
- Average daily census: 200
- Percent occupancy: 91%
- Expected census: 220
- General types of service provided: Psychiatric treatment and non-acute medical care to adults with severe mental illness
- Accreditation and/or certification: The Joint Commission, Center for Medicare and Medicaid Services
- Hospital governed by: The State of Michigan, Department of Community Health
- Diet manual used: The Walter P. Reuther Psychiatric Hospital, Dietetics Department, Clinical Nutrition Manual, based on the Academy of Nutrition and Dietetics' Nutrition Care Manual
- Approximate number of required diet types per meal service: The following information is derived from the 2/6/2013 nutrition database and is based on the daily census of 200. The diets listed are the basic diet, there may be a several alterations to one person's diet, e.g. calorie restricted, heart health, vegetarian, chopped/ground.

Diet	Texture			
	Regular	Mechanical Soft	Chopped/Ground	Pureed
Regular	21	-	-	-
Calorie Controlled	82	3	2	-
Low Sodium	3	4	-	-
Heart Health	46	5	3	-
High Calorie	15	4	3	-
Vegetarian	7	-	-	-
Others (Renal, etc.)	1	-	-	-
PEG Tube Feeding	1	-	-	-

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Center for Forensic Psychiatry (CFP)

CFP utilizes the A la Cart, System II Retherm Trayed System. The system uses a conduction heating method for rethermalizing hot foods. Food is plated cold and completed trays are placed inside the retherm carts, docked to a chiller unit to hold foods in a refrigerated state, until the retherm cycle is started by activating the menu minders. The Contractor will provide eleven (11) hard copies and one (1) PDF version of the current Diet Manual.

CFP owns and performs all necessary repairs on (42) retherm carts, (14) chillers, and (42) menu minders. Two retherm carts per patient unit, per meal may be utilized.

1. Meals

Meals are to be prepared, plated and trayed according to A la Cart guidelines. Trays are placed in the retherm carts based on the appropriate patient units. Menu minders are to be set according to A la Cart guidelines and placed inside appropriate retherm cart.

All meals shall be in accordance with the USDA Dietary Guidelines and meet the requirements of the Recommended Dietary Allowances and National School Breakfast and Lunch Program. A minimum of a four week menu cycle is required and must meet all menu specifications noted herein. The menu and nutrition analysis must be presented to CFP for approval prior to implementation. CFP reserves the right to reject menus of the Contractor.

All CFP patients are prescribed a diet order by the attending physician upon admission. Orders will consist of standard, therapeutic and religious diets and snacks.

A. Standard Diet

Standard diet parameters will be 2400 calories for women including evening bulk snack and 2600 calories for men including evening bulk snack, 50% carbohydrate, 20% protein, and 30% fat with less than 10% of the total calories from saturated fats. Men and women may only differ in portion size and not menu items. A beverage will be provided with each meal. There will be an emphasis on whole grains, low fat dairy and healthy fats. The fiber content will be 35 grams daily and cholesterol will be limited to 300 mg daily. Sodium will be limited to 3000 mg daily. The standard diet will have consistent carbohydrate content and therefore is appropriate for patients with diabetes who are not overweight. The same parameters are to be used for the vegetarian, vegan, religious and therapeutic diets.

B. Therapeutic Diets

Therapeutic modifications must be provided for all standard, religious and therapeutic diets as prescribed.

1. Therapeutic diets are to be labeled with patient name, unit number and diet order.
2. Therapeutic diets are to be delivered with the appropriate unit retherm cart.
3. Therapeutic diets will consist of but are not limited to:
 - a. Modified Consistency Diets: include mechanical soft, chopped/ground and pureed.
 - b. Low Sodium Diets: provides 2000 mg sodium, and also provides at least 4700 mg potassium. The other diet parameters are the same as the standard diet.

- c. Calorie Controlled Diets: for weight reduction will be set at 1600, 1800, 2000, 2200 and 2400 calories. Other than the calorie level, menu items and diet parameters are the same as the standard diet.
- d. High Calorie Diets: will provide 3000 calories with the same macro-nutrient parameters as the standard diet. The sodium content of this diet will be limited to 3200mg daily. Milk will be two percent (2%) or lower fat content. Menu items will be the same as the standard diet.

C. Religious Diets

Religious diets will use various packaging, delivery, storage, and heating methods.

- 1. Religious diets are to be packaged according to religious guidelines and heating method to be used.
- 2. Religious diets are to be labeled with patient name, unit number and diet order.
- 3. Religious diets are to be delivered and stored according to religious guidelines using the appropriate dishware, unit retherm cart or the refrigerator provided.
- 4. Religious diets will consist of but not limited to: kosher, vegan kosher and halal.

D. Medical Test Diet

- 1. Medical test diets are to be labeled with patient name, unit number and diet order.
- 2. Medical test diets are to be delivered with the appropriate unit retherm cart.
- 3. Medical test diets will consist of clear liquids with no orange, red or purple dyes.

2. Bagged Lunches

- A. Bagged lunches are to be packaged individually.
- B. Bagged lunches are to be delivered to the Evaluation Unit.
- C. Bagged lunches are to be delivered Monday through Friday, excluding State of Michigan holidays, with the lunch meal.
- D. Bagged lunches are a standing order, (20) daily which will include (5) vegetarian.
- E. Bagged lunches will consist of (1) sandwich, (1) fruit, (1) cookie, (1) milk.

3. Snacks

Snacks will consist of but are not limited to AM, PM, HS and evening bulk snack.

A. AM, PM and HS Snacks

- 1. AM, PM and HS snacks are to be packaged individually indicating the patient name and unit.
- 2. AM, PM and HS snacks are to be delivered to the food cart room and placed in the provided refrigerator.
- 3. AM snacks are to be delivered with the breakfast meal. PM snacks are to be delivered with the lunch meal. HS snacks are to be delivered with the dinner meal.
- 4. AM, PM, and HS snacks will consist of 200 – 300 calories, be included in the individual patient total daily calories, follow consistent carbohydrate guidelines and include a caffeine free beverage.
- 5. AM, PM, and HS snacks will meet individual patient needs including but not limited to therapeutic, modified consistency, vegetarian, vegan and religious snacks.
- 6. AM, PM, and HS snacks may be prescribed as a specific food(s).

B. Evening Bulk Snacks

- 1. Evening bulk snacks are to be packaged by patient unit in bulk. The bulk packaging must indicate patient unit.
- 2. Evening bulk snacks are to be delivered to the food cart room and placed on the appropriate unit cart.
- 3. Evening bulk snacks are to be delivered with the dinner meal.
- 4. Evening bulk snacks will consist of 200 – 300 calories, be included in the total daily calories, follow consistent carbohydrate guidelines and include a caffeine free beverage.
- 5. Evening bulk snack menu will be at least a one week rotating menu that meets CFP approval.

4. Menus/Special Meals/Items

- A. Nutritional Analysis of Menus - The Contractor must supply a nutrient analysis of each day of the regular and required modified menus. This will include a weekly summary and a menu cycle

summary average. The following nutrients must be included: carbohydrate, protein, fat (actual grams and as a percentage of total calories); calories; fiber; cholesterol; saturated fat; polyunsaturated fat, monosaturated fat, trans-fat; vitamins: A, D, E, K, C, thiamin, riboflavin, niacin, B6, folate, B12; minerals: calcium, phosphorus, magnesium, iron, zinc, iodine, selenium, sodium, and potassium. Sources of nutrition values of foods must be indicated. An explanation of the analysis indicating how zero value, trace value, and unavailable values for various nutrients must be included.

B. Holiday Meal and Summer Picnic

One (1) buffet style holiday meal and one (1) buffet style summer picnic will be provided annually to CFP patients.

1. Holiday and Summer Picnic meals are to be packaged in bulk.
2. Holiday and Summer Picnic meals are to be transported and stored in appropriate food service equipment.
3. Holiday and Summer Picnic meals are to be delivered to the food cart room.
4. Holiday and Summer Picnic meals are to be delivered in lieu of the lunch meal.
5. Holiday and Summer Picnic meal menus, quantity, and dates to be determined by CFP Registered Dietitian.

C. Cupcakes

1. Cupcakes are to be packaged by patient unit in bulk. The bulk packaging must indicate patient unit.
2. Cupcakes are to be delivered to the food cart room and placed on the appropriate retherm cart.
3. Cupcakes are to be delivered with the lunch meal, the second Wednesday of each month.

D. Theme Meal

Eight (8) theme meals will be provided to all CFP patients according to individual prescribed orders: New Year's Day, Super Bowl Sunday, St. Patrick's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

1. Theme meals are to be delivered according to the daily procedure.
2. Theme meals are to be delivered in lieu of the lunch meal.
3. Theme meals are to be provided on the calendar date corresponding to the theme meal.
4. Theme meal menus for the year shall be developed and presented to CFP for approval in January.

5. Additional Items Supplied

- A. Medium weight - plastic fork and spoon, napkin, (1) salt packet and (1) pepper packet will be supplied on each tray.
- B. A single serving packet of instant, caffeinated coffee will be supplied for each breakfast tray, packaged in bulk and placed on the appropriate unit cart.

6. Docking/Delivery/Pick Up

- A. Retherm carts are to be delivered to the food cart room three times daily.
- B. Retherm carts are to be docked to the chiller.
- C. Menu minder cards are to be placed in each chiller pocket, at least one hour prior to the retherm cycle schedule.
- D. Retherm Cycle Schedule is as follows:
Breakfast ---- 6:30 AM
Lunch -----10:30 AM
Dinner ----- 4:35 PM
- E. Retherm carts are available for exchange two hours post retherm cycle schedule.
- F. Post-delivery and docking, the retherm carts from the previous meal are to be picked up and transported off-site.
- G. The Contractor will provide and maintain A la Cart dishware, storage equipment and disposables.
- H. The Contractor will prepare, plate and tray according to A la Cart guidelines.
- I. The Contractor will provide disposable(s), serving ware and appropriate food equipment for the holiday and summer picnic meals.

- J. The Contractor will clean and sanitize retherm trayed carts and dishware according to State, Federal and A la Cart guidelines.

7. Communication

CFP Registered Dietitian will email:

- A. Daily census with attachment. The daily census will be used to calculate the number of standard trays, bulk evening snack and cupcakes to be provided to each patient unit. The attachment will list all prescribed religious diets, therapeutic diets, AM, PM, and HS snacks. The most current email will be used for weekends and holidays.
- B. Medical Test Diet - as prescribed.
- C. Meal Cancellation – indicating the patient unit(s), meal and date to be cancelled.
- D. Meal Discrepancy – indicating any issues related to food service.

Walter P. Reuther Psychiatric Hospital (WRPH)

Operation of foods services and procurement of supplies. The Contractor shall procure food and supplies according to specifications in this RFP. The Contractor will provide eleven (11) hard copies and one (1) PDF version of the current Diet Manual.

1) Provision of Patient Meal Service

- Two meal delivery systems are required: Cafeteria and Tray Delivery The Contractor shall provide meal delivery via cafeteria service and via tray service to patients who must remain on their living units as requested by the hospital.
- The current meal delivery schedule is as follows:
 - Breakfast: 7:30 a.m. – 9:30 a.m.
 - Lunch: 11:00 a.m. – 1:00 p.m.
 - Dinner: 4:00 – 6:00 p.m.
- a) Cafeteria:
 - The majority of the patients participate in the cafeteria meal program.
 - The cafeteria meal program is served seven (7) days a week at the breakfast, lunch, and dinner meals.
 - The menu for the patient cafeteria includes the foods identified on the main menu with an addition of at least one (1) alternate for the entrée, vegetable, starch, salad, and dessert.
 - In addition, alternates for milk such as yogurt, Lactaid milk, etc. shall also be provided.
 - All of the therapeutic diets and texture/consistency modified diets are served in the patient cafeteria.
 - The cafeteria service shall be set up at least fifteen (15) minutes prior to service time.
 - The service areas shall be checked prior to opening by a food service supervisor to ensure that the food meets service and presentation standards.
 - Adequate staff shall be assigned to the cafeteria service to serve the food, check the trays, replenish food, beverages, and supplies, and clean the tables between patients, bus dirty trays, clean tables, serving area, and floors after each meal service.
- b) Tray Delivery:
 - There are some patients on each unit that will need to have their meals delivered to the unit.
 - Meals served on the units are delivered within thirty (30) minutes of the beginning of the cafeteria meal service.
 - The meal served to the patient is according to the prescribed therapeutic diet and is the main menu served in the cafeteria per the menu.
 - In the event that the patient has expressed dislikes of the menu item, an alternate meal is provided.
 - Individualized meals are portioned via a tray line onto plates.
 - Plates are then placed onto insulated trays with insulated covers.
 - After the tray is checked for accuracy by a supervisor, it is loaded into a covered tray delivery cart.
 - Food service employees deliver the cart to the nursing units and notify nursing staff that the cart is in the unit pantry. Nursing staff deliver the trays to the patients, and reload the soiled trays into the tray delivery cart.
 - Food service employees remove the soiled tray carts to the dish room for washing.
- c) Replacement/Substitute Meals.

- In the event that a patient is unable to eat at the time of meal service or they dislike/are unhappy with the meal served, a replacement meal will be provided.
- 2) Cooking Method:
 - The Contractor shall use conventional scratch cooking methods with minimal use of convenience food items.
 - Food is produced in a central kitchen located in the hospital.
 - 3) Food Production Records
 - The Contractor shall maintain production records with number of portions to be prepared for each meal. These shall be available to the CCI upon request.
 - 4) Nutrition Requirements
 - Regular diet and therapeutic diet menus and menus for texture and nutrient modifications shall meet the requirements of the most current Recommended Dietary Allowances for age set forth by the National Research Council.
 - In the event that the patient population should change, the menus shall be changed to meet the appropriate RDA level.
 - Menus shall be in accordance with the most current USDA Dietary Guidelines applicable to the age of the patient population served.
 - All menus shall meet the requirements of the hospital approved diet manual, as well as, the requirements specified by the WRPH physicians and registered dietitians.
 - Menus are to be approved by the Director of Food and Nutrition Services prior to implementation. Once implemented, menus must be complied with.
 - Portion sizes must be in accordance with the planned cycle menus or according to individual patient needs.
 - 5) Diets

Patient Diet Information

 - Diet orders shall be picked up from the patient units and confirmed in the medical record by a Food Service Supervisor and delivered to the kitchen daily at times specified by the CCI.
 - All routine diet orders shall be processed prior to the dinner meal.
 - Orders requiring immediate processing shall be immediately processed as needed.
 - Diet order processing includes:
 - Tray identification forms with name, diet order, and unit number.
 - These accompany the tray to the unit and are not returned to the kitchen.
 - Nourishment labels for specified patients that include the patient's name, unit, time of nourishment, date of nourishment, and nourishment item.
 - Comprehensive list of patients that includes name, location, diet, nourishment, adaptive feeding equipment, food preferences, and food allergies.
 - Qualified Food Service Supervisors, according to procedures acceptable to the CCI, shall perform this function.
 - Performance of, and changes in, procedures will be evaluated by the CCI and adjusted only with approval from the CCI.
 - a) *Heart Healthy Diet*

Calories	Weekly Average of 2300/day
Carbohydrate	50% of total calories
Protein	20% of total calories
Fat	30% of total calories
Saturated Fat	≤10% of total calories
Fiber	Weekly average of 30 grams/day
Cholesterol	Weekly average of 300 mg/day
Sodium	Weekly average of 1500-2300 mg/day
Potassium	Weekly average of 4700 mg/day

Consistent carbohydrate content at all meals
Emphasis on whole grains, low fat dairy, healthy fats, and healthy fish

The same parameters are used for the **Vegetarian Diet, Alternate Diet, and Texture Modified Diets**

- b) *Calorie Controlled Diets*
1600 calories – Weekly average
1800 calories – Weekly average
2000 calories – Weekly average
All other nutrient parameters are the same as the WRPB Heart Healthy Diet

- c) *High Calorie Diet*
Calories Weekly average of 3400-3500 calories/day
Sodium Weekly average of 3200 mg/day
Cholesterol Weekly average of 400 mg/day
All other nutrient parameters are the same as the WRPB Heart Healthy Diet
Milk will be two percent (2%) or lower fat content

- d) *Texture Modified Diets*
Mechanical soft
Chopped/ground
Pureed
Mechanically altered breads
Consistency modifications must be provided for all regular and therapeutic diets
All nutrient parameters are the same as the WRPB Heart Healthy Diet

- e) *Viscosity Modifications*
Nectar thick liquids
Honey thick liquids
Pudding thick liquids

- f) *Other Diets*
- Special diets as ordered by the physician shall be developed in collaboration with the Clinical Dietitians and the CCI.
 - These may include:
 - Renal Diets
 - Restricted Nutrient Diets

6) Menu Specifications

- a) *Prior Approval of Menus*
- Prior to beginning service, the entire cycle menu, nutrient analysis, and recipes must be provided and approved by the CCI.
 - Provide a four (4) week cycle menu that meets all diet specifications noted herein.
 - The agency reserves the right to reject menus of the Contractor if they do not meet these specifications.
 - If the State's dietitian is required to create the menu(s), the Contractor will be charged the hourly rate of the dietitian, plus benefits, to complete the entire menu creating process.
 - If the Contractor still cannot meet the specifications of the new menu(s), this will be considered a breach of contract, which could result in cancellation of contract.
- b) *Nutrition Analysis of Menus*
- For the evaluation of this proposal provide a one (1) week nutrient analysis for all specified diets
 - Supply a nutrient analysis of each day of the regular and required modified menus, whether the Contractor or WRPB supplies the menu
 - Include a weekly summary and a four (4)-week summary average
 - The following nutrients must be included: calories, carbohydrate, protein, fat (actual grams and as a percentage of total calories); fiber; cholesterol; saturated fat; polyunsaturated fat, monounsaturated fat, trans-fat; vitamins: A, D, E, K, C, thiamin, riboflavin, niacin, B6, folate, B12; minerals: calcium, phosphorus, magnesium, iron, zinc, selenium, sodium, and potassium.
 - An explanation of the analysis indicating how zero value, trace value, and unavailable values for various nutrients must be indicated.

- c) Standardized Recipes
 - For the evaluation of this proposal provide standardized recipes for all entrees included in the one (1) week nutrition analysis
 - Standardized recipes are expected for all food items prepared for patient meals including modified diets.
 - HACCP Guidelines must be included in the recipe.

- d) Seasonal Variations
 - It is expected that seasonal variations will be made to the menu.
 - This shall be initiated by the Contractor and approved by the CCI.

- e) Theme Meals and Holiday Theme Meals
 - Theme meals shall be provided on a monthly basis and are exclusive from Holiday theme meals
 - A calendar of theme meal and holiday theme meal menus shall be developed each January for the calendar year and provided to the CCI for approval.
 - Theme meals shall be served according to patient's therapeutic diet and food preferences.
 - Nutrient analysis, and spreadsheets of all diets shall be provided to the CCI at least one (1) month prior to the meal.
 - Holiday Theme Meals shall be provided for major and minor holidays on the calendar date
 - Major Holidays include:
 - New Year's Day
 - Thanksgiving
 - Christmas Day
 - Minor Holidays include:
 - Valentine's Day
 - St. Patrick's Day
 - Easter
 - Memorial Day
 - July 4th
 - Labor Day
 - Halloween
 - Theme meals and holiday meals include pre-publicity, decorations on trays, e.g., napkins, tray favors, placemats, as well as, posters, table tents, etc.

- f) Menu Substitutions
 - It is recognized that occasionally menu substitutions are necessary
 - If such circumstances occur, then:
 - The CCI or designee shall be notified prior to implementation
 - Only items of comparable nutrient content from the same food group may be substituted, i.e., grapefruit for oranges, roast beef for ground beef, etc.
 - Items appearing on the previous day's menu or the following day's menu may not be used
 - A record of substitutions shall be maintained and must be provided to the CCI on a monthly basis
 - A recurring substitution rate of greater than 10% meals each cycle is considered indicative of poor management
 - This shall be considered a breach of this Contract and is subject to liquidated damages.
 - With mutual consent, the Contractor and the facility may change menu items to improve patient acceptance.

- 7) Temperatures
 - Hot entrée, vegetable, hot cereal, and pureed food shall be maintained between 135-185°F in bulk
 - Hot beverages shall be maintained between 140-160°
 - Cold items such as puddings, salads, dairy products, and meat or egg sandwiches shall be maintained between 33-41° F.
 - Cold items shall not appear to have melted or contain ice crystals.
 - It is the goal of Walter P. Reuther Psychiatric Hospital to serve hot items at 150°F or greater and cold items at 40° F or less to the patients on the unit

- The Contractor shall furnish a time/temperature study for one meal on each patient ward once every cycle There shall be a minimum of three meals chosen to represent each of the three meals served, as well as various days of the week
 - Daily temperature logs of food items served at each mealtime of hot and cold items are to be maintained and available for review by the CCI and other regulatory bodies
- 8) Appearance and Taste
- Appearance and taste of menu items shall meet the approval of the CCI
 - Meals shall be appropriately garnished and incorporate accepted industry standards for appearance, i.e., texture, color, and combinations
- 9) Nourishments and Between Meal Snacks:
- Diet specific bulk food and fluids are delivered to each unit pantry daily for an evening snack.
 - Some patients are provided specially ordered items that are labeled, dated, and delivered to the unit pantry daily at 9:30 a.m., 2:00 p.m., and 7:30 p.m.
- 10) Catering
- On occasion there are events that require catering services.
 - These events include the following:
 - Patient Birthday Parties – cake or cupcakes, ice cream, beverages – one (1) per unit per month.
 - Patient picnics and/or all unit meals – variable menus – one (1) per unit per month.
 - Bag lunches for out-trips and off-site appointments. Variable frequency and quantity, but often daily.
 - Special events such as patient dances, and celebrations – variable frequency and quantity.
 - Patient candlelight dinners – variable menus, all patients attend – approximately four (4) per year.
 - Administrative Meeting Requests – these are rare, and menu is variable
- 11) Adaptive Feeding Equipment
- The Contractor shall provide adaptive feeding equipment when ordered by a physician
- 12) Isolation Trays
- Disposables shall be used for isolation tray
 - When required by the current Infection Control Policy, the Contractor shall supply the disposable trays and tableware

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

The Contractor must provide sufficient, trained, and competent personnel to prepare, assemble and service food products, and to assure prompt, accurate, and quality service.

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State. The State reserves the right to approve Subcontractors for this project and to require the Contractor to replace Subcontractors who are found to be unacceptable.

The State reserves the right to request replacement of Contractor personnel for violations of agency conduct requirements, patient rights violations, or other poor performance that interferes with the mission of the hospitals.

The Contractor must not remove or reassign, without the State's prior written approval, any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under the Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the

State to be a material breach of the Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation, or termination of the Key Personnel's employment. Résumés of all key personnel shall be submitted with proposal.

The Contractor must provide adequate, trained relief personnel to substitute for absent regular employees.

The Contractor agrees that there must be no interruption of service in the event of labor disputes or cessation of work due to strikes by the Contractor's personnel working in the kitchen.

When advertising for recruitment, the Contractor's name must be specified, NOT CFP and/or WRPB.

All of the Contractor's food service personnel must be required to pass a physical examination prior to assuming duties. This physical examination will be at the Contractor's expense. The examining physicians must be made aware of the restrictions placed on food service workers by the most recent edition of the Food Code. At a minimum, the physician must certify the food service employee is free from tuberculosis, via PPD testing, hepatitis A, via blood testing, pathogenic bacteria and parasites including Salmonella Typhi, Shigella spp, Escherichia coli O157:H7 via stool sample testing. The Contractor must maintain and make available to the State all records of food service personnel assigned to the Contract. Tuberculosis testing must be completed on an annual basis. All food service employees must be required to report to the Contractor's Person In Charge whenever they experience any symptoms that may be related to, whenever they are diagnosed with, or when they have had an exposure to any of the above high risk illnesses. The State reserves the right to request any of the above testing for any and all employees when there is a question of food safety or an outbreak of food borne illness.

All food service employees shall be required to report to the Contractor's Person In Charge whenever they experience any symptoms that may be related to, whenever they are diagnosed with, or when they have had an exposure to any of the above high risk illnesses.

The hospital reserves the right to request any of the above testing for any and all employees when there is a question of food safety or an outbreak of food borne illness.

The Contractor must ensure that all employees are free from upper respiratory infections, nausea, vomiting, hepatitis, and other infectious illnesses, and must ensure those employees are sent home and any time they are at work ill, it must be documented. These records must be submitted monthly to the CCI.

The Contractor must require that all applicants for employment and all employees who will be assigned to work at CFP & WRPB pass a drug test prior to being offered employment or prior to being assigned. Drugs tested must include all controlled substances or controlled substance analogue listed in schedule 1 or schedule 2 of part 72 of the Michigan Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, being sections 333.72001 *et seq.* of the Michigan Compiled Laws. The Contractor must submit to the CCI, proof that each employee has passed the drug test.

The Contractor must require that all applicants for employment and all employees who will be assigned to work at CFP & WRPB undergo Federal Bureau of Investigation and State of Michigan criminal records background checks prior to being offered employment or prior to being assigned. These criminal records checks are performed by the Michigan State Police. Any applicant for employment or employee of the Contractor who has a conviction for any of the following crimes must not be assigned to the CFP or WRPB:

- (a) Criminal sexual conduct in any degree, assault with intent to commit criminal sexual conduct, or an attempt to commit criminal sexual conduct in any degree.
- (b) Felonious assault on a child, child abuse in any degree, or an attempt to commit child abuse in any degree.
- (c) Cruelty, torture, or indecent exposure involving a child.
- (d) A violation of section 7401(2)(a)(i), 7403(2)(a)(i), 7410, or 7416 of the Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, being sections 333.7401, 333.7403, 333.7410 and 333.7416 of the Michigan Compiled Laws.

(e) A violation of sections 83, 89, 91, 145a, 145c, 316, 317, or 529 of the Michigan Penal Code, Act No. 368 of 1931, as amended, being sections 750.83, 750.89, 750.91, 750.145a, 750.145c, 750.316, 750.317 and 750.529 of the Michigan Compiled Laws.

A violation of section 33 of the Michigan Liquor Control Act, Act No. 8 of the Public Acts of 1933, as amended, being section 436.33 of the Michigan Compiled Laws.

The Contractor must train food service personnel in safe food handling procedures which will comply with Public Health Code standards. The Contractor must conduct at least one, 15 minute training session monthly for all food service employees on the topic of safe food handling. Professional development/training topics for the year must be submitted one month prior to the Contract beginning and every year the Contract runs.

The Contractor must require that each of their employees wear a consistent uniform prescribed by the Contractor that evidences cleanliness and professionalism, and to wear and display a pictured ID that is current and identifies who their employer is.

Staff Uniforms

- A. The food service staff is required to wear clean and appropriate uniforms for food service to prevent contamination of food, equipment, utensils, linens, single use, and/or single service articles
- B. The CCI shall approve uniform style and design
- C. Shoes and other items of clothing shall comply with hospital policy
- D. Sufficient supply of clean aprons shall be maintained
- E. Hair shall be completely covered for both male and female employees
- F. Plain rings such as wedding bands are the only jewelry allowed during food preparation and service
- G. Artificial fingernails and/or nail polish are prohibited
- H. All employees must wear their Hospital issued identification badge above the waist at all time while in the hospital

The Contractor shall be responsible for assuring that identification and keys from terminated employees are returned to the Safety office. If the keys are not returned, the Contractor shall be charged the current hospital fee for lost keys.

The Contractor shall attempt to implement staff policies that, to the maximum extent possible, reduce the differences in policies as established for hospital staff.

The Contractor shall require employees to comply with instructions pertaining to conduct and building regulations that are in effect for the control of persons in the building or that may be issued for that purpose by hospital representatives.

The hospital has a policy of zero tolerance for violent behavior. Anyone engaging in threatening or abusive conduct (either implied or actual) is subject to removal from the building pending appropriate corrective action.

The Contractor must provide the services of a Registered Dietitian to be available for consultation and to answer any questions as needed.

Contractor will make their facilities available to CFP & WRPH for inspection at any time.

Staff Training Requirements:

A. New Employee Training

The Contractor shall train all new employees in the following areas before the employee is deployed at CFP or WRPH: Safe food handling, Personal hygiene, Food service sanitation, Tray assembly, Menu reading, Modified diets, Nourishment procedures

B. Monthly Training

The Contractor shall conduct, at a minimum, one (1) training session for all food service employees on topics that include, but are not limited to: Nutrition, Sanitation, Safe food handling, Emergency feeding, Safety.

Provide details regarding your employee training program

- Include training provided to new employees and continued training
- Discuss how competency is assessed and maintained

Training topics for the year shall be scheduled by the end of the first month of the contract year. All employees shall receive training specific to their job functions. Topics shall be responsive to the needs identified jointly by the Contractor and the CCI.

C. CFP & WRPB Specific Training

The Contractor's food service employees shall attend all CFP & WRPB training deemed necessary by the hospital's Training Department.

D. Contractual staff will be required to attend a two hour, on-site orientation related to Annual Infection Control, Conflict Management, Discriminatory Harassment, Diversity, Environment of Care, National Patient Safety Goals, Patient Rights and Confidentiality and Safety Guidelines.

E.

Operational

1. Submit an Organizational Chart for this proposal. The Contractor will provide a list of all contractual staff who will perform work on-site within ten (10) business days of the contract being awarded. This list will be used to schedule orientation(s), background check(s) and medical testing(s). These items are required to be completed prior to identification/access badges being issued.
2. Submit a staffing pattern/master schedule for management and hourly employees.
3. Provide job descriptions with duties for management and hourly employees.
4. Provide details regarding the systems to be used to produce, deliver, and serve required meals. Specify separately for Regular and modified diets, nourishments, emergency situations, and special functions. Include how you will:
 - Process diet orders
 - Identify trays and food items
 - Utilize patient preference information.
5. List all subcontractors including firm name and address, contact person, and complete description of all work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.
6. Labor Relations
 - Describe the method you propose to utilize in effecting an orderly transition as concerns any existing union agreements. In this respect, does your company currently have dealings with labor organizations that would be applicable to the contract? If so, please list those with whom you have bargaining agreements, giving location and type of unit represented by each union.
 - Do you consider that your quotation obligates you to recognize and bargain with unions who represent incumbent employees in accordance with successor ship principles laid down by the courts and the N.L.R.B. on the subject?

7. Emergency Medical Service

Contractor shall arrange for ambulance service and medical care for employee injury occurring on hospital premises.

8. Infection Control

Employee health records must be maintained according to the hospital policy.

9. Corporate Staff

- Corporate staff having responsibility for this account shall provide support sufficient to assure the achievement of the goals and outcomes specified herein, and to take immediate corrective action when necessary.
- This staff shall be an integral part of the performance improvement program developed by the contractor and shall monitor compliance with that program no less than monthly
- On a quarterly basis, the Contractor's corporate staff shall meet with the CCI upon request to communicate operational compliance with all standards outlined in the specifications, sanitation inspection results, hospital evaluation of food quality, staff training, and other matters that directly or indirectly pertain to food service operation.

10. Performance Improvement

- The Contractor shall have a comprehensive, on-going program that will meet the requirements of The Joint Commission, CMS, and the hospitals.
- The program shall be designed to objectively and systematically monitor the quality and appropriateness of patient care, pursue opportunities to improve care, and to resolve identified problems.
- The Contractor will agree to meet quarterly for quality improvement and quality assurance issues related to the contract and service

11. Office Equipment

The Contractor shall provide its own outside telephone service, internet access, computer, printer, facsimile, reproduction, and other office equipment and supplies.

12. Emergency Mass Feeding

- The Contractor shall provide emergency mass feeding when required and directed by the authorities, the cost of which is not to be included in the annual costs otherwise required herein.
- Any costs or charges in such an emergency mass feeding program shall not be considered part of the original costs under this Contract, but shall be determined in a manner identical to normal operation as listed hereunder and pursuant to applicable items in the bid proposal.

13. Alterations

- The Contractor shall make no alterations, changes, or improvements to areas granted to the food service Contractor without prior written permission from the hospital administration.
- The Contractor will develop and implement religious, therapeutic diet and snack menus within one (1) business day upon receipt of prescribed order
- The Contractor will communicate menu substitutions to the Registered Dietitian one (1) business day prior to meal service. Only items of comparable nutrient content from the same food group may be substituted. Menu cycle substitutions will not exceed 10%.
- The Contractor will respond to meal discrepancies within one (1) business day

14. Insurances

- The Contractor shall provide for its own fire, theft, and other required insurance at its own expense to cover its property located on the premises of the hospital.
- The Contractor further agrees to provide all necessary theft and/or other insurance to cover clothing, garments, and other articles owned by its employees.
- In case of fire or any unforeseen casualty where services are no longer feasible at this location, this Contract may be terminated by the State without payment for any claim or damage.

15. Surrender

- The Contractor shall surrender to the State all equipment and furnishings located in the food service facilities, as shown on the certified inventory list of all hospital owned property, upon termination of this Contract for whatever cause.
- Such property and equipment must be returned to the State in the same good order as when received except for reasonable wear and tear, and damage from casualty, fire, and hazards covered by insurance.

16. Work Orders

- The Contractor shall inform the maintenance department of necessary repairs by means of work order system, phone call, or e-mail.
- The Contractor is responsible for payment to repair or replace damaged equipment and building damage due to negligence or abuse by its employees.
- Written approval must be obtained from the hospital before the installation of any equipment owned by the Contractor that requires modification to existing plumbing, heating, electrical, or other services.
- The Contractor shall not discard any hospital-owned equipment or supplies. Items unsuitable for use must be brought to the attention of the CCI to be handled through the hospital's established procedure.

17. Paper Supplies

- The Contractor shall supply all paper and disposable goods necessary for the preparation, service, and storage of food, i.e. foam cups, flexi straws, napkins, flatware, tray slips for identification, plates, bowls, labels, etc.

18. Sanitation and Food Handling Standards

- The highest standards of sanitation and food handling are expected.
- The current edition of the Food Code, U.S., Public Health Service shall be utilized to assess sanitation standards and procedures.
- The Contractor shall utilize a Safety and Sanitation checklist.

19. Materials and Equipment

- The Contractor agrees to furnish all labor, supplies, materials, equipment, and supervision sufficient to keep the food service areas in a clean, orderly, and sanitary condition at all times.
- Before beginning work, the Contractor shall submit to the hospital a list of the manufacturers and the brand names of the materials that the Contractor proposes to use in the performance of this contract.
- No material that the hospital determines would be unsuitable for the purpose or harmful to the surfaces to which it is to be applied shall be used in connection with the work of this contract.
- The Contractor will adhere to CFP & WRPB contraband rules and regulations. The following items are considered contraband. This list may be updated at any time.
 - a. Knives
 - b. Sporks
 - c. Metal utensils
 - d. Light weight plastic utensils
 - e. Plastic bags with the exception of packaged utensils.
 - f. Plastic wrap
 - g. Staples
 - h. Aluminum Foil

20. Cleaning and Janitorial Services

- The Contractor shall perform cleaning and janitorial services on a regular schedule.
- The Contractor is responsible to maintain all assigned areas in a clean, sanitary condition including walls, floors, hoods, vents, and ceilings.
- If any of the areas assigned to food service are not kept in a condition satisfactory to the hospital, the hospital may have the area cleaned by other means.
- The cost of such work will be charged to the Contractor.
- If unsanitary conditions are deemed a continuous problem, the State may elect to terminate this Contract.

21. Emergency Menu

- The Contractor shall provide the hospital with a 96 hour and seven (7) day menu and consistent service plans to provide alternate service in the event of employee strikes, water

loss, heat loss, steam or electrical loss, inclement weather, or other events causing food service disruption.

- The Contractor will contact CFP or WRPB by the following times in the event that an emergency food plan must be initiated:
 - Breakfast – 6:30 AM the evening prior.
 - Lunch – 9:30 AM
 - Dinner – 3:30 PM

22. HIPAA

- The Contractor shall protect the privacy of patient's "protected health information (PHI)" to the extent necessary under current federal and state law.
- The Contractor agrees that it shall not use or disclose any patient's PHI for any purpose not expressly stated in this Contract.
- The Contractor further agrees that any subcontractors or other persons or entities not directly employed by the Contractor shall abide by the terms of this clause.
- The Contractor shall assure the State that it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity.
- Such safeguards shall include the following security safeguards: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.

Walter P. Reuther Psychiatric Hospital (WRPH) Staffing Requirements

A. Key Personnel

The Contractor must be able to provide appropriate staff to properly service the contract.

Résumés/detailed information of all key personnel shall be submitted with proposal.

1. Food Service Manager

- One (1) Full Time Equivalent (FTE).
- The Food Service Manager shall work on-site.
- The candidate shall be a Registered Dietitian with a minimum of three (3) years' experience in food service management at a health care facility.
- A minimum of one (1) year of that experience shall be as a food service director or assistant director in a health care facility.
- The Food Service Manager shall also have the Certified Food Protection Professional credential.
- The Contractor shall provide the hospital with documents verifying these qualifications.
- The Contractor should also note that the hospital expects the manager to remain at WRPB for the length of the contract.
- The hospital reserves the rights to, with thirty (30) days' notice, request the replacement of the manager for operating difficulties determined to be the result of inferior, on-site management.

2. Supervisory Personnel

All supervisory personnel shall have at least six (6) months experience in health care food service supervision and possess one (1) of the following credentials:

- Registration as a Dietitian (R.D.)
- Registration as a Dietetic Technician (D.T.R.)
- Certification as a Dietary Manager (C.D.M.)
- Persons eligible to participate in credentialing examinations will be considered on an individual case basis
- Persons with a Baccalaureate degree in Dietetics, Food and Nutrition, Hotel/Restaurant Management, or Culinary Arts degrees will be considered on an individual case basis
 - Competency evaluations related to health care food service will be required for these persons.

- It is preferred that at least one of the supervisory personnel work as a Food Production Manager with skills and education in this area.
- All supervisory personnel shall have Certified Food Protection Professional (CFPP) certification.
- The Contractor shall provide the Contract Compliance Inspector (CCI) with documents verifying these qualifications prior to installment at the hospital.
- Direct first line supervision shall be provided during all operating hours of the kitchen.
- The Contractor shall provide a proposed management staff salary scale.
 - The Food Service Manager and Supervisory Personnel qualifications presented in the proposal and accepted for contract shall remain in effect the entire length of the contract regardless of individual personnel changes, e.g. if D.T.R.s are presented as filling all supervisor positions, these credentials shall become the requirements for the duration of the contract. Continuing staff must have the equivalent or better credentials as those submitted in the original proposal

3. Operating Staff Requirements

- The Contractor shall provide sufficient personnel to assure prompt, accurate, quality meal service. At a MINIMUM, excluding supervision and clerical support, staffing based on actual hours worked shall reflect 5.5-6.5 meals/labor hour. One (1) hour of labor should provide 5.5-6.5 meals.
- The Contractor must provide adequate, trained, relief personnel to substitute for absent regular employees.

1.040 Project Plan

1.041 Project Plan Management

The Contractor will carry out this project under the direction and control of WRPH & CFP.

Although there will be continuous liaison with the Contractor team, the client agency's project director will meet weekly, at a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

The Contractor will submit brief, written monthly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real and anticipated, which should be brought to the attention of the client agency's project manager; and notification of any significant deviation from previously agreed upon work plans.

Within 30 working days of the start of this Contract, the Contractor will submit to the CFP & WRPH project managers, for final approval, a work plan, which must include the following:

- The Contractor's project organizational structure.
- The Contractor's staffing table with names and title of personnel assigned to this Contract. This must be in agreement with staffing of accepted proposals. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
- The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the work plan.

In addition, the agency will monitor compliance with this Contract. In the event the Contractor fails to carry out any conditions/agreements to be performed under the specifications, the State will notify the Contractor in writing of such failure. If the necessary corrective action is not completed within a 14 day period, the

Contractor must submit in writing why the corrective action has not been completed. The State reserves the right to determine whether or not such noncompliance may be construed as a failure of performance. In the event that attorney's fees or other expenses are incurred by the State to protect or enforce its rights under this Contract, the Contractor agrees to pay said expenses. This compliance monitoring will be done in the following manner:

Meal Quality

Hospital staff will survey a minimum of thirty (30) meal trays served at each of nine meals weekly for tray accuracy, food temperature, portion size, appearance, palatability of items served, delivery time, and compliance with the menu. Findings of tray checking will be documented and an evaluation of the findings will be forwarded to the Food Service Manager of the Contractor on a monthly basis.

Sanitation

The CCI or designee will survey the kitchen and other areas assigned to the Contractor at least three times per quarter and forward the findings to the Food Service Manager of the Contractor for immediate corrective action if necessary. The Food Service Manager or designee shall be present during the inspections.

Infection Control

The CCI or designee will monitor employee health records for required documentation of employee health status. The results will be documented and forwarded to the Infection Control Coordinator as requested.

Quarterly Review

The CCI will review all aspects of service. The Contractor's corporate management and the CCI shall meet no less than quarterly to review, at a minimum, the following:

- Results of tray monitoring
- Compliance with all standards outlined regarding this Contract's specifications
- Menu or food item concerns
- Previous period's operating reports
- Inspection reports submitted by the State or other regulatory agencies
- Physical inspection of the kitchen or other space assigned to the Contractor
- Budgetary matters
- Other concerns that directly or indirectly pertain to this Contract for food service

1.042 Reports

The contractor must be able to provide various reports when requested.

The Contractor will maintain records and reports including but not limited to the following which will be made available upon request:

- Temperature Logs – dish machine(s), refrigerator(s) and freezer(s).
- Food Temperature Logs
- Pull Sheets – ingredient and supply sheets for each day's meals.
- Sanitation Reports
- Production sheets with number of portions prepared at each meal
- Pull sheets (ingredient/supply sheets) for each day's meals
- Temperature logs for dish machine and refrigerator/freezers
- Food temperature logs
- Food and supply purchasing invoices
- Menu substitution log

The following reports shall be required as stated:

1. Patient Satisfaction Surveys.
 - The Contractor shall conduct patient satisfaction surveys at least once per quarter. Results of these surveys shall be communicated to the CCI.

2. Employee Health Records
 - The Contractor must maintain and make available upon request to the State all records of food service personnel assigned to this Contract.
3. Employee Training Records
 - The Contractor shall maintain a training record for each employee that shall document the topics of orientation and ongoing training and the date of each. The CCI shall have access to employee training records.
4. Employee Drug Screening Results
 - The Contractor shall submit to the CCI proof that each employee has passed the drug test.
5. Meals Served/Labor Hours
 - A labor report shall be provided to the CCI the first week of the new quarter on a quarterly basis. This report shall indicate the number of FTEs based on actual hours worked compared to the number of meals served. The method of determining total hours and FTEs is to be specified along with regular and overtime hours worked. The supervisory and clerical hours shall also be reported.
6. Performance Improvement
 - Reports shall be provided to the CCI quarterly and to the hospital Performance Improvement Committee as requested.
7. Quarterly Summary
 - The Contractor shall submit a brief written summary of progress that outlines the work accomplished during the reporting period, the work to be accomplished during the subsequent reporting period, problems – real and anticipated that should be brought to the attention of the CCI.

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

This project is ongoing and must consist of sufficient food to feed all patients at every meal.

1.052 Reserved

1.060 Proposal Pricing

1.061 Proposal Pricing

For authorized Services and Price List, see Attachment A.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dtmb for current rates.

1.062 Price Term

Prices quoted are firm for the entire length of the Contract.

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will

be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Reserved

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this RFP

1. Patient Satisfaction Surveys – CFP & WRPH will conduct patient satisfaction surveys. Results of these surveys will be communicated to the Contractor. Any necessary modifications will be made based upon survey results.
2. Identification/Access Badge – CFP & WRPH are secure facilities and policy requires all authorized persons to wear an identification/access badge at all times. Badges are required to ensure the safety and security of patients, staff and the community.

The badges will be used to enter the facility, and must be worn at all times.

One (1) identification/access badge will be provided to contractual staff who will perform work on-site at no charge. A non-refundable fee of \$25.00 will apply for each replacement badge.

Lost badge(s) must be immediately reported to the Safety and Security Department to ensure a secure environment.

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

The Contract is for a period of three (3) years beginning October 1, 2013 through September 30, 2016. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

The Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods.

2.003 Legal Effect

Contractor must show acceptance of the Contract by signing two (2) copies of the Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under the Contract, until Contractor is notified in writing that the Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing the Contract, are incorporated in their entirety and form part of the Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one (1) State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one (1) or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

The Contract is issued by the Michigan Department of Community Health, Grants and Purchasing Division (collectively, including all other relevant State of Michigan departments and agencies, the "State"). MDCH Grants and Purchasing Division is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. MDCH Grants and Purchasing **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contractor Administrator within MDCH Grants and Purchasing Division for the Contract is:

Laura Kwiecien
Purchasing Section
Grants and Purchasing Division
320 S. Walnut
Lansing, MI 48913
Email: kwiecienl@michigan.gov
Phone: (517) 241-4878
Fax: 517-241-4845

2.022 Contract Compliance Inspector

After MDCH Grants and Purchasing Division receives the properly executed Contract, it is anticipated that the Director of MDCH Grants and Purchasing Division, in consultation with MDCH, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract. However, monitoring of the Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by MDCH Grants and Purchasing.** The CCI for the Contract is:

Greg Rivet, Manager
Purchasing Section
Grants and Purchasing Division
320 S. Walnut

Lansing, MI 48913
Email: rivetg@michigan.gov
Phone: (517) 335-5096
Fax: 517-241-4845

2.023 Project Manager

The following individuals will be responsible for monitoring and managing the daily operations under the contract:

For the Center for Forensic Psychiatry:
Tawana Brooks
Center for Forensic Psychiatry
Purchasing
8303 Platt
Saline, Michigan 48176
brookst@michigan.gov
Phone: (734) 295-4531
Fax: (734) 429-2099

For Walter P. Reuther Psychiatric Hospital:
Kathryn Russell, MS, RD
Director
Food & Nutrition Services
30901 Palmer Road
Westland, Michigan 48186
Email: Russellk6@michigan.gov
Phone: 734-367-8578
Fax: 734-722-5562

2.024 Change Requests

The State reserves the right to request, from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under the Contract, describing the Change and its effects on the Services and any affected components of the Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the MDCH Grants and Purchasing Division.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be deemed to be an employee, agent or servant of the State for any reason. Contractor is solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one (1) entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

MDCH Grants and Purchasing Division retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by MDCH Grants and Purchasing Division.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent the Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under the Contract must provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under the Contract must specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under the Contract is subsequently reduced by the State, the parties must negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under the Contract must list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice must show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis must show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the Contractor

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) must mutually agree upon. The schedule must show payment amount and must reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements must be forwarded to the designated representative by the 15th day of the following month.

The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the CCI, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services must be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one (1) party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the

Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two (2) or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

(a) The Contractor must provide the CCI with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The State reserves the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State must provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements and appropriate transition planning must be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State’s Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State’s request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State’s request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State’s required removal. If any incident with removed personnel results in delay not reasonably anticipatable under

the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract must perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel must, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor must cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor must provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and must not unnecessarily or unreasonably interfere with, delay, or otherwise impede Contractor's performance under the Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities, and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.068 Contract Management Responsibilities

The Contractor must assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State considers the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility

Contractor has full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under the Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation

Contractor must not delegate any duties under the Contract to a Subcontractor unless the MDCH Grants and Purchasing Division has given written consent to such delegation. The State reserves the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract will not relieve Contractor of any obligations or performance required under the Contract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor must flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State must provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor must not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State, in writing, any use or disclosure of

Confidential Information, whether suspected or actual, other than as provided for by the Contract within 72 hours of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Standard

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses, and will continue to possess, confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under the Contract, is marked as confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by the Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.112 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of 7 years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.113 Examination of Records

(a) The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract. The financial and accounting records associated with the Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the Contract.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the

report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

2.115 Errors

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under the Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under the Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under the Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in the Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two (2) days of learning about it.

(h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to MDCH Grants and Purchasing Division.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement must be merchantable. All goods provided under the

Contract must be of good quality within the description given by the State, must be fit for their ordinary purpose, must be adequately contained and packaged within the description given by the State, must conform to the agreed upon specifications, and must conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 Warranty of Title

Contractor must, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under the Contract, must be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty

To the extent Contractor is responsible under the Contract for maintaining equipment/system(s), Contractor must maintain the equipment/system(s) in good operating condition and must undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in the Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operate and perform to the requirements and other standards of performance contained in the Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Within 10 business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under the Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

All warranty work must be performed on the State of Michigan worksite(s).

2.126 Equipment to be New

If applicable, all equipment provided under the Contract by Contractor must be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, is considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items must remain consistent for the term of the

Contract, unless MDCH Grants and Purchasing Division has approved a change order pursuant to **Section 2.024**.

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of the Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of Services under the terms of the Contract, whether the Services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under the Contract.

All insurance coverage's provided relative to the Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in the Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in the Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/deleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

- 1. Commercial General Liability with the following minimum coverage:
 - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under the Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of \$1,000,000.00 with a maximum deductible of \$50,000.00.

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: \$3,000,000.00 each occurrence and \$3,000,000.00 annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under the Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under the Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor must fully comply with the insurance coverage required in this Section. Failure of Subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to MDCH Grants and Purchasing Division, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies **MUST NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED** without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of MDCH Grants and Purchasing. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each

commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three (3) years following the expiration or termination for any reason of the Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under the Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in the Contract, or if any insurer cancels or significantly reduces any required insurance as specified in the Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of the Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and

reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under the Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not

less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate the Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The

charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate the Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates the Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of the Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate the Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations under the Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed thirty (30) days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175**.

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor must notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor must provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under the Contract. This must include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that the Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment must conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Procurement, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

- (ii) During the course of negotiations, all reasonable requests made by one (1) party to another for non-privileged information reasonably related to the Contract must be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of the Contract in privity of contract with the Contractor must not be less than the wage rates and fringe benefits established by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor must include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of the Contract in privity of contract with the Contractor must keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Licensing and Regulatory Affairs, the office responsible for enforcement of the wage rates and fringe benefits. The Contractor must keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with the Contract. This record must be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted must also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

The Contractor's liability for damages to the State is limited to two times the value of the Contract or \$500,000 whichever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor) to continue to perform the Contract according to its terms and conditions, or

(ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of the Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:

(a) Contractor and its Subcontractors must be able to continue to perform the Contract and any Statements of Work according to its terms and conditions, and

(b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

(1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify MDCH Grants and Purchasing Division.

(2) Contractor must also notify MDCH Grants and Purchasing within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor must also notify MDCH Grants and Purchasing within 30 days whenever changes to company affiliations occur.

2.232 Reserved

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate the Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

(a) the Contractor files for protection under the bankruptcy laws;

(b) an involuntary petition is filed against the Contractor and not removed within 30 days;

(c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;

(d) the Contractor makes a general assignment for the benefit of creditors; or

(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under the Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs)

(a) SLAs will be completed with the following operational considerations:

(i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.

(ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.

(iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.

(iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:

1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.

2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) is defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service must not affect any tiered pricing levels.

(c) Root Cause Analysis must be performed on any business critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor must provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals must be rounded to two decimal places, with five and greater rounding up and four and less rounding down, unless otherwise specified.

2.243 Liquidated Damages

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.152**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

2.244 Excusable Failure

Neither party will be liable for any default, damage, or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military, or otherwise), power failure, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. but the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 Reserved

2.252 Reserved

2.253 Reserved

2.254 Reserved

2.255 Reserved

2.256 Reserved

2.257 Reserved

2.258 Reserved

2.260 Ownership

2.261 Ownership of Work Product by State

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents, or other proprietary rights in the Deliverables.

2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor must not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor must not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State must not possess or assert any lien or other right

against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access, and configuration management procedures.

2.274 Electronic Receipt Processing Standard

All electronic commerce applications that allow for electronic receipt of credit/debit card and electronic check (ACH) transactions must be processed via the Centralized Electronic Payment Authorization System (CEPAS).

2.280 Extended Purchasing

2.281 Reserved

2.282 Reserved

2.290 Environmental Provision

2.291 Environmental Provision

Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by the federal, State, or local laws governing the protection of the public health, natural resources, or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal

Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State, and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor must comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to the Contract.

Environmental Performance:

Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

Attachment A - Price Proposal

Rate Scale Walter Ruether Psychiatric Hospital						
Per diem and Meal Rates						
All Diets - Effective January 1, 2013						
Census	Breakfast	Lunch	Dinner	PM Snack	Annual Total	3 Year Total
Below 120	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
120 - 129	\$ 8.16	\$ 12.24	\$ 12.24	see attached	\$ 1,537,372.34	\$ 4,612,117.01
130 - 139	\$ 7.68	\$ 11.52	\$ 11.52	see attached	\$ 1,559,086.55	\$ 4,677,259.65
140 - 149	\$ 7.27	\$ 10.90	\$ 10.90	see attached	\$ 1,581,352.65	\$ 4,744,057.94
150 - 159	\$ 6.91	\$ 10.37	\$ 10.37	see attached	\$ 1,604,725.79	\$ 4,814,177.36
160 - 169	\$ 6.60	\$ 9.90	\$ 9.90	see attached	\$ 1,628,113.89	\$ 4,884,341.67
170 - 179	\$ 6.32	\$ 9.49	\$ 9.49	see attached	\$ 1,652,583.49	\$ 4,957,750.47
180 - 189	\$ 6.11	\$ 9.17	\$ 9.17	see attached	\$ 1,686,683.25	\$ 5,060,049.75
190 - 199	\$ 5.86	\$ 8.79	\$ 8.79	see attached	\$ 1,702,564.40	\$ 5,107,693.20
200 - 209	\$ 5.66	\$ 8.49	\$ 8.49	see attached	\$ 1,727,092.40	\$ 5,181,277.20
210 - 219	\$ 5.48	\$ 8.22	\$ 8.22	see attached	\$ 1,752,175.20	\$ 5,256,525.60
220 - 229	\$ 5.32	\$ 7.98	\$ 7.98	see attached	\$ 1,778,688.80	\$ 5,336,066.40
230 - 239	\$ 5.17	\$ 7.76	\$ 7.76	see attached	\$ 1,804,892.15	\$ 5,414,676.45
240 - 249	\$ 5.03	\$ 7.55	\$ 7.55	see attached	\$ 1,829,515.05	\$ 5,488,545.15
Over 249	\$ 4.97	\$ 7.46	\$ 7.46	see attached	\$ 1,851,261.75	\$ 5,553,785.25

The above prices should be specified as price per patient day. The census levels are provided to develop a price scale with a single meal price to include regular and modified diets for each meal and daily total meal cost. A daily census report is provided by WRPH for production and billing requirements

Rate Scale Center for Forensic Psychiatry						
Per diem and Meal Rates						
All Diets - Effective January 1, 2013						
Census	Breakfast	Lunch	Dinner	PM Snack	Annual Total	3 Year Total
Below 120	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
120 - 129	\$ 6.45	\$ 9.67	\$ 9.67	included	\$ 1,214,322.15	\$ 3,642,966.45
130 - 139	\$ 6.12	\$ 9.18	\$ 9.18	included	\$ 1,241,992.80	\$ 3,725,978.40
140 - 149	\$ 5.83	\$ 8.75	\$ 8.75	included	\$ 1,268,802.05	\$ 3,806,406.15
150 - 159	\$ 5.59	\$ 8.38	\$ 8.38	included	\$ 1,297,082.25	\$ 3,891,246.75
160 - 169	\$ 5.37	\$ 8.06	\$ 8.06	included	\$ 1,325,610.65	\$ 3,976,831.95
170 - 179	\$ 5.18	\$ 7.77	\$ 7.77	included	\$ 1,353,741.20	\$ 4,061,223.60
180 - 189	\$ 5.02	\$ 7.52	\$ 7.52	included	\$ 1,383,839.10	\$ 4,151,517.30
190 - 199	\$ 4.87	\$ 7.30	\$ 7.30	included	\$ 1,414,203.45	\$ 4,242,610.35
200 - 209	\$ 4.73	\$ 7.09	\$ 7.09	included	\$ 1,442,549.35	\$ 4,327,648.05
210	\$ 4.61	\$ 6.91	\$ 6.91	included	\$ 1,412,659.50	\$ 4,237,978.50
Over 210	\$ 4.49	\$ 6.73	\$ 6.73	included	\$ 1,382,419.25	\$ 4,147,257.75

The above prices should be specified as price per patient day. The census levels are provided to develop a price scale with a single meal price to include regular and modified diets for each meal and daily total meal cost. A daily census report is provided by WRPH for production and billing requirements

NOURISHMENT PRICING

Sandwich all varieties (2 bread/ 2 oz. Meat/1 oz. Mayo)	\$ 1.10
½ Sandwich all varieties	\$ 0.60
Crackers, Saltine	\$ 0.17 2 pack.
Yogurt, Light	\$ 0.90 8 oz.
Juice, 6 oz.	\$ 0.65 6 oz.
Jello	\$ 0.35 1/2 cup
Tossed Salad w/ FF Dressing	\$ 0.65
Pudding	\$ 0.50 1/2 cup
Fruit Alternate	\$ 0.50 1/2 cup
Ice Cream, Sherbet	\$ 0.50 1/2 cup
Sorbet	\$ 0.55 1/2 cup
Graham Crackers	\$ 0.35 3 ea.
Tortilla Chips	\$ 0.55 1 oz
Vanilla Wafers	\$ 0.40 5 ea.
Fresh Fruit	\$ 0.50 1 ea.
Cookies	\$ 0.60 2 ea.
Popsicle	\$ 0.35 1 ea.
Animal Crackers	\$ 0.35 .75 oz.
Teddy Grahams	\$ 0.35 .75 oz.
Rice Krispie Treat	\$ 0.35 1 ea.
Muffin	\$ 0.55 1 ea.
Ice Cream Sandwich	\$ 0.65 1 ea.
Thickener	\$ 4.15 1 can
Cambro Punch	\$ 21.00
Sundae Cup	\$ 0.65 1 ea.
Granola Bar	\$ 0.45 1 ea.
Cheese/Wheat Crackers	\$ 0.45
Pretzels	\$ 0.40 1.25 oz.
Cheese Corn Puffs	\$ 0.40 .8 oz.
Fruit Juice Bars	\$ 0.40 1 ea.
Donut	\$ 0.50 1 ea.
Slurry Cookies	\$ 0.55 2 ea.
Milk	\$ 0.50 .8 oz.
Cereal	\$ 0.55 .75 oz.

Attachment B - Food Purchase Specifications

The food specifications set forth below are the minimum acceptable qualities. The Contractor must provide a complete list of the grades and qualities to be used.

- Canned Fruits:
 - Fancy and choice grades.
 - Carbohydrate controlled juice pack or water pack.
 - Fresh or frozen fruits are preferred.
- Dairy Products:
 - All milk shall be Grade A and vitamin A & D fortified.
 - All yogurts shall contain live active cultures.
 - The Contractor shall provide a wide variety to meet the needs of patients as determined by the CCI.
- Eggs:
 - USDA Grade AA.
 - Medium for poached or fried eggs.
 - Pasteurized frozen whole eggs may be used for scrambled eggs.
- Fresh Produce and Fruit:
 - Number one quality shall be used whenever possible.
 - Portion sizes shall be four ounces, half (½) cup, except when menu requires otherwise.
- Fruit Juice:
 - Shall be 100% fruit juice.
 - Punch, lemonade, juice cocktails are unacceptable as menu or nourishment items, unless specified by the CCI.
 - Packaging must be aesthetically pleasing, deemed safe for use in a psychiatric setting and accessible for patients with impaired fine motor skills.
- Canned Vegetables:
 - Choice and extra standard grades.
 - Fresh or frozen vegetables are preferred.
- Meats:
 - USDA Choice, whole muscle cuts with no additives or extenders.
 - Shall meet or exceed the meat specifications accepted for State of Michigan Purchasing Division by Michigan Department of Community Health.
 - Pureed meats, commercially prepared with standardized nutrient content.
 - Ground, pre-formed, shaped cuts of meat such as steak chop or cube are not acceptable substitutions without approval by the CCI when the menu states specific cuts.
 - Processed meats such as bologna, frankfurters, sausage, etc., shall be all beef, unless approved by the CCI, and of sufficient size to provide the appropriate serving of protein specified for the meal and meet fat requirements.
- Poultry:
 - Grade A.
- Frozen Entrees:
 - Must contain a minimum of 21 grams high quality protein.
 - Textured Vegetable Protein (TVP) and other extenders are not acceptable as a part of any meat product unless approved by the CCI.
 - A variety of meat analogs are to be provided for vegetarian diets.
- Ground Beef
 - USDA Utility or better with fat content between 15% and 18%.

- Cereals:
 - Shall not be presweetened nor contain psyllium.
 - Significant source of folate, iron, magnesium, zinc, and fiber preferred.
- Specialty food items such as those developed for medical nutrition therapy needs shall be incorporated into menus to aid in patient acceptance.
 - Examples of these products are Menu Magic Puree Complement, Mrs. Dash Seasoning, etc.

The hospital reserves the right to specify brand name if deemed necessary for standardized product or particular quality as specified.

Food Suppliers. Contractor to provide a list of all suppliers for food products that will be purchased for use.

MORRISON SENIOR LIVING FOOD VENDOR LIST							
<u>Vendor</u>				<u>Product Supplied</u>			
American Quality					Sugar Free Grocery Items		
Coastal Produce					Fresh Produce		
Cochran Bros					Fresh Bakery		
Farmers Brothers					Coffee & Teas		
Hershey's Ice Cream					Ice cream & frozen dessert		
National Food Group					Frozen Grocery		
Prairie Farms					Fresh Dairy		

Attachment C - HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Agreement Addendum (“Addendum”) is made a part of the contract (“Contract”) between the Michigan Department of Community Health (“Covered Entity”), and Morrison Management Specialist, Inc., (“Business Associate”).

The Business Associate performs certain services for the Covered Entity under the Contract that requires the exchange of information including protected health information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the American Recovery and Reinvestment Act of 2009 (Pub.L. No. 111-5). The Michigan Department of Community Health is a hybrid covered entity under HIPAA and the parties to the Contract are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and have the underlying Contract comply with HIPAA.

RECITALS

- A. Under the terms of the Contract, the Covered Entity wishes to disclose certain information to the Business Associate, some of which may constitute Protected Health Information (“PHI”). In consideration of the receipt of PHI, the Business Associate agrees to protect the privacy and security of the information as set forth in this Addendum.
- B. The Covered Entity and the Business Associate intend to protect the privacy and provide for the security of PHI disclosed to the Business Associate under the Contract in compliance with HIPAA and the HIPAA Rules.
- C. The HIPAA Rules require the Covered Entity to enter into a contract containing specific requirements with the Business Associate before the Covered Entity may disclose PHI to the Business Associate.

1. Definitions.

a. The following terms used in this Agreement have the same meaning as those terms in the HIPAA Rules: Breach; Data Aggregation; Designated Record Set; Disclosure; Health Care Obligations; Individual; Minimum Necessary; Notice of Privacy Practices; Protected Health Information; Required by Law; Secretary; Security Incident; Security Measures, Subcontractor; Unsecured Protected Health Information, and Use.

b. “Business Associate” has the same meaning as the term “business associate” at 45 CFR 160.103 and regarding this Addendum means [Insert Name of Business Associate]

c. “Covered Entity” has the same meaning as the term “covered entity” at 45 CFR 160.103 and regarding this Addendum means the Michigan Department of Community Health.

d. “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

e. “Agreement” means both the Contract and this Addendum.

f. "Contract" means the underlying written agreement or purchase order between the parties for the goods or services to which this Addendum is added.

2. Obligations of Business Associate.

The Business Associate agrees to

a. use and disclose PHI only as permitted or required by this Addendum or as required by law.

b. implement and use appropriate safeguards, and comply with Subpart C of 45 CFR 164 regarding electronic protected health information, to prevent use or disclosure of PHI other than as provided in this Addendum. Business Associate must maintain, and provide a copy to the Covered Entity within 10 days of a request from the Covered Entity, a comprehensive written information privacy and security program that includes security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI relative to the size and complexity of the Business Associate's operations and the nature and the scope of its activities.

c. report to the Covered Entity within 24 hours of any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR 164.410, and any Security Incident of which it becomes aware. If the Business Associate is responsible for any unauthorized use or disclosure of PHI, it must promptly act as required by applicable federal and State laws and regulations. Covered Entity and the Business Associate will cooperate in investigating whether a breach has occurred, to decide how to provide breach notifications to individuals, the federal Health and Human Services' Office for Civil Rights, and potentially the media.

d. ensure, according to 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate regarding such information. Each subcontractor must sign an agreement with the Business Associate containing substantially the same provisions as this Addendum and further identifying the Covered Entity as a third party beneficiary of the agreement with the subcontractor. Business Associate must implement and maintain sanctions against subcontractors that violate such restrictions and conditions and must mitigate the effects of any such violation.

e. make available PHI in a Designated Record Set to the Covered Entity within 10 days of a request from the Covered Entity to satisfy the Covered Entity's obligations under 45 CFR 164.524.

f. within ten days of a request from the Covered Entity, amend PHI in a Designated Record Set under 45 CFR § 164.526. If any individual requests an amendment of PHI directly from the Business Associate or its agents or subcontractors, the Business Associate must notify the Covered Entity in writing within ten days of the request, and then, in that case, only the Covered Entity may either grant or deny the request.

g. maintain, and within ten days of a request from the Covered Entity make available the information required to enable the Covered Entity to fulfill its obligations under 45 CFR § 164.528. Business Associate is not required to provide an accounting to the Covered Entity of disclosures : (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR §

164.506; (ii) to individuals of PHI about them as set forth in 45 CFR § 164.502; (iii) under an authorization as provided in 45 CFR § 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR § 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR § 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5); (vii) as part of a limited data set according to 45 CFR 164.514(e); or (viii) that occurred before the compliance date for the Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by the Business Associate and its agents or subcontractors for at least six years before the request, but not before the compliance date of the Privacy Rule. At a minimum, such information must include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If the request for an accounting is delivered directly to the Business Associate or its agents or subcontractors, the Business Associate must forward it within ten days of the receipt of the request to the Covered Entity in writing.

h. to the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity when performing those obligations.

i. make its internal practices, books, and records relating to the Business Associate's use and disclosure of PHI available to the Secretary for purposes of determining compliance with the HIPAA Rules. Business Associate must concurrently provide to the Covered Entity a copy of any PHI that the Business Associate provides to the Secretary.

j. retain all PHI throughout the term of the Agreement and for a period of six years from the date of creation or the date when it last was in effect, whichever is later, or as required by law. This obligation survives the termination of the Agreement.

k. implement policies and procedures for the final disposition of electronic PHI and the hardware and equipment on which it is stored, including but not limited to, the removal of PHI before re-use.

l. within ten days after a written request by the Covered Entity, the Business Associate and its agents or subcontractors must allow the Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI under this Addendum for the purpose of determining whether the Business Associate has complied with this Addendum; provided, however, that: (i) the Business Associate and the Covered Entity must mutually agree in advance upon the scope, timing and location of such an inspection; (ii) the Covered Entity must protect the confidentiality of all confidential and proprietary information of the Business Associate to which the Covered Entity has access during the course of such inspection; and (iii) the Covered Entity or the Business Associate must execute a nondisclosure agreement, if requested by the other party. The fact that the Covered Entity inspects, or fails to inspect, or has the right to inspect, the Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve the Business Associate of its responsibility to comply with this Addendum. The Covered Entity's (i) failure to detect or (ii) detection, but failure to notify the Business Associate or require the Business Associate's remediation of any unsatisfactory practices, does not constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this Addendum.

3. Permitted Uses and Disclosures by the Business Associate.

a. Business Associate may use or disclose PHI:

(i) for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; provided, however, either (A) the disclosures are required by law, or (B) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) as required by law;

(iii) for Data Aggregation services relating to the health care operations of the Covered Entity;

(iv) to de-identify, consistent with 45 CFR 164.514(a) – (c), PHI it receives from the Covered Entity. If the Business Associates de-identifies the PHI it receives from the Covered Entity, the Business Associate may use the de-identified information for any purpose not prohibited by the HIPAA Rules; and

(v) for any other purpose listed here: carrying out the Business Associate’s duties under the Contract.

b. Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity’s minimum necessary policies and procedures.

c. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity except for the specific uses and disclosures described above in 3(a)(i) and (iii).

4. Covered Entity’s Obligations

Covered entity agrees to

a. use its Security Measures to reasonably and appropriately maintain and ensure the confidentiality, integrity, and availability of PHI transmitted to the Business Associate under the Agreement until the PHI is received by the Business Associate.

b. provide the Business Associate with a copy of its Notice of Privacy Practices and must notify the Business Associate of any limitations in the Notice of Privacy Practices of the Covered Entity under 45 CFR 164.520 to the extent that such limitation may affect the Business Associate’s use or disclosure of PHI.

c. notify the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose the individual’s PHI to the extent that such changes may affect the Business Associate’s use or disclosure of PHI.

d. notify the Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR 164.522 to the extent that such restriction may affect the Business Associate’s use or disclosure of PHI.

5. Term. This Addendum must continue in effect as to each Contract to which it applies until such Contract is terminated or is replaced with a new contract between the parties containing provisions meeting the requirements of the HIPAA Rules, whichever first occurs.

6. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by the Business Associate of any provision of this Addendum, as determined by the Covered Entity, constitutes a material breach of the Addendum and is grounds for termination of the Contract by the Covered Entity under the provisions of the Contract covering termination for cause. If the Contract contains no express provisions regarding termination for cause, the following apply to termination for breach of this Addendum, subject to 6.b.:

(i) Default. If the Business Associate refuses or fails to timely perform any of the provisions of this Addendum, the Covered Entity may notify the Business Associate in writing of the non-performance, and if not corrected within thirty days, the Covered Entity may immediately terminate the Contract. Business Associate must continue performance of the Contract to the extent it is not terminated.

(ii) Associate's Duties. Notwithstanding termination of the Contract, and subject to any directions from the Covered Entity, the Business Associate must timely, reasonably and necessarily act to protect and preserve property in the possession of the Business Associate in which the Covered Entity has an interest.

(iii) Compensation. Payment for completed performance delivered and accepted by the Covered Entity must be at the Contract price.

(iv) Erroneous Termination for Default. If the Covered Entity terminates the Contract under Section 6(a) and after such termination it is determined, for any reason, that the Business Associate was not in default, or that the Business Associate's action/inaction was excusable, such termination will be treated as a termination for convenience, and the rights and obligations of the parties will be the same as if the Contract had been terminated for convenience.

b. Reasonable Steps to Cure Breach. If the Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract under Section 6(a), then the Covered Entity must notify the Business Associate of the pattern of activity or practice. The Business Associate must then take reasonable steps to cure such breach or end such violation, as applicable. If the Business Associate's efforts to cure such breach or end such violation are unsuccessful, the Covered Entity must either (i) terminate this Agreement, if feasible or (ii) if termination of this Agreement is not feasible, the Covered Entity must report the Business Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Effect of Termination. After termination of this Agreement for any reason, the Business Associate, with respect to PHI it received from the Covered Entity, or created, maintained, or received by the Business Associate on behalf of the Covered Entity, must:

(i) retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) return to the Covered Entity (or, if agreed to by the Covered Entity in writing, destroy) the remaining PHI that the Business Associate still maintains in any form;

(iii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as the Business Associate retains the PHI;

(iv) not use or disclose the PHI retained by the Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 3(a)(1) which applied before termination; and

(v) return to the Covered Entity (or, if agreed to by the Covered Entity in writing, destroy) the PHI retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities.

7. No Waiver of Immunity. The parties do not intend to waive any of the immunities, rights, benefits, protection, or other provisions of the Michigan Governmental Immunity Act, MCL 691.1401, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*, or the common law.

8. Data Ownership. The Business Associate has no ownership rights in the PHI. The covered entity retains all ownership rights of the PHI.

9. Disclaimer. The Covered Entity makes no warranty or representation that compliance by the Business Associate with this Addendum, HIPAA or the HIPAA Rules will be adequate or satisfactory for the Business Associate's own purposes. Business Associate is solely responsible for all decisions made by the Business Associate regarding the safeguarding of PHI.

10. Certification. If the Covered Entity determines an examination is necessary to comply with the Covered Entity's legal obligations under HIPAA relating to certification of its security practices, the Covered Entity or its authorized agents or contractors, may, at the Covered Entity's expense, examine the Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to the Covered Entity the extent to which the Business Associate's security safeguards comply with HIPAA, the HIPAA Rules or this Addendum.

11. Amendment.

a. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and the HIPAA Rules. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA and the HIPAA Rules. Either party may terminate the Agreement upon thirty days written notice if (i) the Business Associate does not promptly enter into negotiations to amend this Agreement when requested by the Covered Entity under this Section or (ii) the Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Rules.

12. Assistance in Litigation or Administrative Proceedings. Business Associate must make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, if someone commences litigation or administrative proceedings against the Covered Entity, its directors, officers or employees, departments, agencies, or divisions based upon a claimed violation of HIPAA or the HIPAA Rules relating to the Business Associate's

or its subcontractors use or disclosure of PHI under this Agreement, except where the Business Associate or its subcontractor, employee or agent is a named adverse party.

13. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer any rights, remedies, obligations or liabilities upon any person other than the Covered Entity, the Business Associate and their respective successors or assigns.

14. Effect on Contract. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract must remain in force and effect. The parties expressly acknowledge and agree that sufficient mutual consideration exists to make this Addendum legally binding in accordance with its terms. Business Associate and the Covered Entity expressly waive any claim or defense that this Addendum is not part of the Contract.

15. Interpretation and Order of Precedence. This Addendum is incorporated into and becomes part of the Contract. Together, this Addendum and each separate Contract constitute the “Agreement” of the parties with respect to their Business Associate relationship under HIPAA and the HIPAA Rules. The provisions of this Addendum must prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract must be interpreted as broadly as necessary to implement and comply with HIPAA and the HIPAA Rules. The parties agree that any ambiguity in this Addendum must be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Rules. This Addendum supersedes and replaces any previous separately executed HIPAA addendum between the parties. If this Addendum conflicts with the mandatory provisions of the HIPAA Rules, then the HIPAA Rules control. Where the provisions of this Addendum differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Addendum control.

16. Effective Date. This Addendum is effective upon receipt of the last approval necessary and the affixing of the last signature required.

17. Survival of Certain Contract Terms. Notwithstanding anything in this Addendum to the contrary, the Business Associate’s obligations under Section 6(d) and record retention laws (“Effect of Termination”) and Section 13 (“No Third Party Beneficiaries”) survive termination of this Addendum and are enforceable by the Covered Entity if the Business Associate fails to perform or comply with this Addendum.

18. Representatives and Notice.

a. Representatives. For the purpose of this Addendum, the individuals identified in the Contract must be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are designated as the parties’ respective representatives for purposes of this Addendum. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices must be in writing and must be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

Covered Entity Representative:

Name: Kim Stephen
Title: Director, Bureau of Budget and Audit
Department and Division: Michigan Department of Community Health
Address: 320 S. Walnut Street
Lansing, Michigan 48913

Business Associate Representative:

Name: Sue Lantzsch
Title: Regional Vice President
Department and Division: Morrison Management Specialists
Address: 36500 Ford Road #199
Westland, MI 48185

Any notice given to a party under this Addendum must be deemed effective, if addressed to such party, upon: (i) delivery, if hand delivered; or (ii) the third (3rd) Business Day after being sent by certified or registered mail.

Business Associate	Covered Entity
[INSERT NAME]	[INSERT NAME]
By: _____	By: _____
Date: _____	Date: _____
Print Name: _____	Print Name: Kim Stephen
Title: _____	Title: Director, Bureau of Budget and Audit

Attachment D - Meal Service Policy and Procedures

P/P CLASSIFICATION: Patient/Resident Meal Service

ISSUE DATE: October 2005

REVISION DATE August 2013

TOPIC: Trayline Delivery System- Walter Reuther Psychiatric Hospital
Re-Therm Delivery system – Center for Forensic Psychiatry

PURPOSE: To assure patients of well-heated and well-chilled food items on their meal trays delivered in a timely manner.

TEXT: Walter Reuther's Food Service Department utilizes Cambro Enclosed Tray System for food service to its patients.

CFP consists of a re- therm program designed to heat foods to a minimum of 165 degrees, however due to cold foods, some ranges will be from 140 – 165 as this is how the carts are designed.

It is the responsibility of the supervisors to assure that all trayline components are in working order prior to each meal service. There are seven (3) employees assigned to work on the trayline.

Starter: Places tray, menu, silverware, adaptive equipment, condiments, special request food items not necessarily on the menu for the day.
Places all salads, desserts and anything called for on the menu, special or otherwise classified as a salad or dessert.

Hot: Entrees, vegetables, starches.

Supervisor: Checks menu, places margarine and garnishes..

Loader/ Transportation Covers tray, places in cart and delivers to units. Runs late trays.

Nursing personnel pass out meal trays and collect them after the meal service in the dining room. The diet aides pick up the soiled carts from the units and return them to the department.

Dishwashing:

As carts are returned to the dishroom, two (2) associates break down trays, including racking glasses, cups, pre-soaking silverware, scraping and stacking plates and stacking trays. The next person feeds the assembled racks into the dishmachine. At the clean end of the machine, one associate un-racks the machine and places clean tableware in lowerators/shelving units. Clean trays are placed in proper stands or lowerators.

Dishroom personnel are responsible for returning the clean dishes and utensils to the area where they will be used. Tray carts are wiped off inside and out with germicidal solution after each meal.

A dishmachine temperature log is maintained to document that temperatures meet established standards.

P/P CLASSIFICATION: Patient/Resident Meal Service

ISSUE DATE: October 2005

REVISION DATE: August 2013

TOPIC: Meal Service Hours (Patient)- Walter Reuther and Center for Forensic Psychiatry

PURPOSE: To establish and maintain standard procedures for the provision of meals, between-meal feedings. No more than 14 hours will elapse between the serving of the evening meal and the next substantial meal for patients who are on oral intake and do not have specific dietary needs.

TEXT: The Food and Nutrition Department is aware at all times of the patient ' s personal nutritional needs, and provides effective and efficient service to meet those needs.

The schedule of patient meals and order of service for each floor/unit and off ward and off site CFP dining is established with the assistance of the nursing department.

Refer to the state guidelines and implement as appropriate. Customize to reflect the facility.

1. The time period between feedings is no more than 14 hours.
2. Nutrition Services is responsible for the delivery of carts to each unit. Nursing staff pass and collect soiled trays thereafter.
3. Nutrition Services is responsible for the set up and service of food in the Off - Ward dining location (Sunset room). Patients are responsible for going through the cafeteria line for service and returning the soiled tray to a tray cart when dining is completed. Supervisor is responsible for checking trays according to diet order and special write-in items on tray ticket.
4. The soiled trays are placed in the tray cart on the floor and returned to the dishroom by the Nutrition Services Utility Associate at Walter Reuther and by floor staff at CFP. Contractors driver will pick up Thermal carts from prior meal service at the time the next meal delivery occurs.
5. To expedite delivery, Nutrition Services uses an exclusive elevator for delivery service at WPRH
6. Nourishments are delivered for 9:00 a.m., 2:00 p.m. and 7:30 p.m. by Nutrition Service associates. They are placed in the patient's unit refrigerator and delivered to the patients by Nursing.

P/P CLASSIFICATION: Patient/Resident Meal Service

ISSUE DATE: October 2005

REVISION DATE: August 2013

TOPIC: Food Preparation/Temperatures- Walter Reuther

PURPOSE: To achieve consistent high quality food service.

TEXT: The Food and Nutrition Department maintains a production routine in which all applicable associates are fully trained.

1. A daily production sheet is filled out by the chef/production manager. This includes a “hot” and “cold” production sheet with amounts to prepare, amounts prepared, amounts leftover and the recipe number. The cold food sheet is the responsibility of the salad/dessert person. All hot food is prepared by the cook. Supervision of production falls under the AD/ production manager. Production sheets are retained for a cycle for reference.
2. Maintenance of food temperatures: After food is produced according to recipe and correct amount, it is maintained as follows:
 - a. Hot food in serving pans/bulk etc, is maintained in serving wells, the ovens, steamers or the top of the range. Vegetables are batch cooked to order.
 - b. Temperatures of hot foods are checked with a food thermometer when food is taken to the serving lines and the temperatures recorded on the log.

Acceptable Temperatures:

- A. Hot entrees, vegetables, hot cereal and pureed food in bulk should be cooking – 140F – 165F – Holding 140F and above.
- B. Hot beverages are to be between 180 - 200F.
- C. Puddings, salads, dairy products, meat/egg sandwiches should be no less than 41F or below.
- D. Hot items should be at 140F or greater, cold items at 41F or less.

P/P CLASSIFICATION: Patient/Resident Meal Service

ISSUE DATE: October 2005

REVISION DATE: August 2013

TOPIC: Trayline and Off Ward Dining Temperature Record- Walter Reuther

PURPOSE: To ensure that all food items meet temperature standards at service time and to provide documentation that food temperatures are being monitored.

TEXT: It is the policy of the Food Service Department to monitor food temperatures on the patient trayline and off ward dining:

1. The beginning temperature will be taken of all food items within ten minutes prior to the beginning of meal service.
2. Ending temperatures are taken at the end to complete the monitoring.
3. All temperatures will be documented on a temperature record.
4. Any item not meeting temperature standards will be re-heated or cooled before service continues.
5. Any corrective action will be documented on the temperature record.
6. The supervisor will take and record beginning temperatures, and take corrective action.

P/P CLASSIFICATION: Patient/Resident Meal Service

ISSUE DATE: October 2005

REVISION DATE: August 2013

TOPIC: Isolation Trays

PURPOSE: To follow the approved infection control procedure in the handling of isolation trays.

TEXT: The following steps are set by the Walter Reuther Infection Control Committee as necessary and are to be followed when a patient/resident is deemed on isolation.

Step

- | | |
|---|---|
| 1. Serve food in disposable containers. | The isolation tray will be sent to the patient with all disposable products. |
| 2. Nursing disposal of tray. | The disposable tray and its contents are to be placed in red plastic bags before removal from the patient ' s room. These are to be disposed of from the floor and are not to be returned to the kitchen. |
| 3. Returned isolation trays. | If a bagged disposable isolation tray is returned to the kitchen in error, it <i><u>must not be opened</u></i> . It must be disposed of in the trash compactor. |
| 4. Follow precautions. | If an unbagged disposable tray (used) is returned to the kitchen, the unit from which it came from must be notified and precautions advised by the Nursing unit are to be followed. |

Attachment E - Staff Training











Training:










On-Line Sexual and Workplace Harassment Program	On-Line Sexual and Workplace Harassment Program
Compass College I : Recipes for Retention	Recipes for Retention
Compass College II : Avoiding Litigation Landmines	Avoiding Litigation Landmines
Compass College III : Building High Performing Teams	Building High Performing Teams
MAP Training	Managers Access to Personnel
Human Resource Development Workshop Series	Human Resource Development Workshop Series
Power of Many	Power of Many
Power of Manhy II : Creating the GREAT Work Environment	Creating the Great Work Environment
Developing Dynamic Leadership - Level I	Professional and Personal Leadership Development

Passport Port of Calls





Pass - Port of Call 1: Your Great Start	Your Great Start
Passport - Port of Call 2: Local Orientation	Local Orientation
Passport - Port of Call 3: Learning Your Job	Learning Your Job
Passport - Port of Call 4: The Compass Way	The Compass Way
Passport - Port of Call 5: Embracing Diversity	Embracing Diversity
Passport - Port of Call 6: Harassment and Workplace Rules	Harassment and Workplace Rules
Passport - Port of Call 7: Food Safety and Sanitation	Food Safety and Sanitation
Passport - Port of Call 8: Living Well	Living Well
Passport - Port of Call 9: Workplace Safety	Workplace Safety
Passport - Port of Call 10: Gaining Additional Skills	Gaining Additional Skills

Training Modules

Document Title	Description	Category	Size (KB)	Uploaded By	Upload Date	Edit Date
 TM#1	Burn Protection--Sept 12	Training Modules	900.5 KB	Teresa Gallaher	8/2/2013	9/20/2012
 TM#2	Cut Protection Sharps--Sept 12	Training Modules	623.7 KB	Teresa Gallaher	8/2/2013	9/20/2012
 TM#3	Forklift Module	Training Modules	606.8 KB	Teresa Gallaher	8/2/2013	9/20/2012
 TM#4	Hand Truck Safety--Sept 12	Training Modules	776.7 KB	Teresa Gallaher	8/2/2013	9/20/2012
 TM#5	HAZCOM--Sept 2012	Training Modules	481.3 KB	Teresa Gallaher	8/2/2013	9/20/2012
 TM#5-SP	SPANISH--HAZCOM--Sept 2012	Training Modules	477.2 KB	Teresa Gallaher	8/2/2013	9/20/2012
 TM#6	Initial Safety Training--Sept 2012	Training Modules	1,401.3 KB	Teresa Gallaher	8/2/2013	9/20/2012
 TM#7	Lock Out Module--Sept 2012	Training Modules	388.1 KB	Teresa Gallaher	8/2/2013	9/20/2012
 TM#8	Slip and Fall Prevention--Sept 12	Training Modules	1,068.8 KB	Teresa Gallaher	8/2/2013	/20/2012
 TM#9	Stacking and Storage--Sept 12	Training	1,247.5 KB	Teresa Gallaher	8/2/2013	/20/2012

		Modules				
 TM#10	Strain Prevention--Sept 12	Training Modules	857.8 KB	Teresa Gallaher	8/2/2013	/20/2012
 TM#11	Vehicle Inspections DOT--Sept 2012	Training Modules	1,028.9 KB	Teresa Gallaher	8/2/2013	/20/2012
 TM#12	Violence in the Workplace- Associate Version--Sept 2012	Training Modules	41.2 KB	Teresa Gallaher	8/2/2013	/20/2012
 TM#13	Violence in the Workplace- - Manager Version--Sept 2012	Training Modules	44.5 KB	Teresa Gallaher	8/2/2013	/20/2012
 TM#14	Fire Training--Sept 2012	Training Modules	1,183.1 KB	Teresa Gallaher	8/2/2013	/20/2012
 TM#16	Blood Borne Pathogens--Sept 12	Training Modules	643.6 KB	Teresa Gallaher	8/2/2013	/20/2012
 TM#16-SP	Spanish--Blood Borne Pathogens--Sept 2012	Training Modules	627.9 KB	Teresa Gallaher	8/2/2013	/20/2012
 TM#17	Dining Security--Sept 12	Training Modules	222.3 KB	Teresa Gallaher	8/2/2013	/20/2012
 TM#18	Emergency Evacuation--Sept 12	Training Module	695.9 KB	Teresa Gallaher	8/2/2013	/20/2012
 TM#18-SP	SPANISH-Emergency Evacuations--Sept 2012	Training Modules	679.6 KB	Teresa Gallaher	8/2/2013	/20/2012









2013 CHAT's

Document Title	Description	Category	Size (KB)	Uploaded By	Upload Date	Edit Date
 HAZCOM	March 2013	2012 -CHAT	189.6 KB	Teresa Gallaher	3/26/2013	3/26/2013
 HAZCOM--Spanish	Jan 2013	2008 CHAT	189.1 KB	Teresa Gallaher	4/26/2013	3/26/2013
 Blood Borne Pathogens	Feb 2013	2008 CHAT	594.8 KB	Teresa Gallaher	5/26/2013	3/26/2013
 Blood Borne Pathogens--Spanish	Feb 2013	2008 CHAT	595.5 KB	Teresa Gallaher	6/26/2013	3/26/2013

2013 CHAT's

Document Title	Description	Category	Size (KB)	Uploaded By	Upload Date	Edit Date
 Safety Is Everyone's Job / Personal Responsibility	October 2012	CHAT-2007	189.1 KB	Teresa Gallaher	7/26/2013	7/26/2013
 Safety Is Everyone's Job / Personal Responsibility--Spanish	October 2012	CHAT-2007	188.0 KB	Teresa Gallaher	3/26/2013	3/26/2013
 Safe Lifting Techniques	November 2012	CHAT-2007	184.7 KB	Teresa Gallaher	3/26/2012	3/26/2012
 Safe Lifting Techniques--Spanish	Nov 2012	CHAT 2007	183.2 KB	Teresa Gallaher	3/26/2012	3/26/2012
 Back to Basics-Safety First	Dec 2012	CHAT 2007	207.5 KB	Teresa Gallaher	3/26/2012	3/26/2012
 Back to Basics-Safety First--Spanish	Dec 2012	CHAT 2007	209.3 KB	Teresa Gallaher	3/26/2012	3/26/2012

2012 CHAT's

<u>Document Title</u>	<u>Description</u>	<u>Category</u>	<u>Size (KB)</u>	<u>Uploaded By</u>	<u>Upload Date</u>	<u>Edit Date</u>
 Exercise	Jan 2012	2012 CHAT	30.0 KB	Teresa Gallaher	Jan 2012	Jan 2012
 Slip and Fall	Feb 2012	2012 CHA	20.1 KB	Teresa Gallaher	Feb 2012	Feb 2012
 Strains	March 2012	2012 CHA	12.1 KB	Teresa Gallaher	March 2012	March 2012
 Sprains	April 2012	2012 CHA	20.8 KB	Teresa Gallaher	April 2012	April 2012
 Falls	May 2012	2012 CHA	13.2 KB	Teresa Gallaher	May 2012	May 2012
 Take That Risk	June 2012	2012 CHA	8.8 KB	Teresa Gallaher	June 2012	June 2012
 Summer Safety	July 2012	2012 CHA	10.1 KB	Teresa Gallaher	July 2012	July 2012
 My Compass	August 2012	2012 CHA	38.3 KB	Teresa Gallaher	August 2012	August 2012
 Electrical Safety	Sept 2012	2012 CHA	19.1 KB	Teresa Gallaher	Sept 2012	Sept 2012

Attachment F - 3 Day Emergency Menus

THREE DAY EMERGENCY MENU 1

BREAKFAST

DAY 1 HARD COOKED EGG
COLD CEREAL
JUICE(frozen pc's or canned)
FRESH FRUIT
DANISH/MUFFINS
MILK
ICECREAM & FRUIT
MILK

DAY 2 COTTAGE CHEESE
FRUIT(fresh or canned)
COLD CEREAL
CANNED JUICE
DANISH/MUFFINS/ROLLS

DAY 3 CANNED JUICE
CANNED FRUIT
COLD CEREAL
PEANUT BUTTER
BREAD/ROLLS

DINNER

HAM
or any precooked leftover
CANNED SWEET POTATOES
or mashed pots w/water
CANNED PEAS
ROLL

CANNED RAVIOLI
CANNED GREEN BEANS
BREAD
CANNED FRUIT
COOKIES

CHICKEN SALAD PLATE OR
SANDWICH (using froz diced chicken
or canned diced chicken)
CANNED GERMAN POTATO SALAD
RELISHES
CANNED PICKLED BEETS
CANNED FRUIT OR FROZEN CAKES/
CREAM PIES
CANNED JUICE

SUPPER

CANNED CHILI
w/cheese cubes
BAKED BEANS
CRACKERS
FRUIT
PUDDING
MILK????(check temp)

EGG SALAD OR
LUNCHEON MEAT SANDWICH
CHIPS
PICKLE
CANNED 3BEAN SALAD
CANNED FRUIT

PRECOOKED PASTA SALAD
W/SPICED LUNCHEON MEAT
CORN RELISH
CANNED CARROTS
BREAD/ROLL
PUDDING
CANNED JUICE

BREAKFAST NOTES

Cereals such as farina and cream of wheat will successfully rehydrate in mildly warm water

Yogurt and sourcream can be mixed with jelly, other syrups, or fruit.

Make "instant breakfasts" from frozen supplements

Graham cracker soaked in milk for purees

Use yogurt for purees

DINNER NOTES

Consider pre-cooking meats before the New Year and freezing. They can be thawed and successfully used.

SUPPER NOTES

Consider bringing in some pre-cooked, frozen items that can be used thawed and used without cooking.

Examples:

pre-cooked pasta
pre-cooked chicken breasts
pre-cooked meat balls, etc.

THREE DAY EMERGENCY MENU 2

BREAKFAST

DINNER

SUPPER

DAY1 JUICE(frozen pc's or canned)
MILK
HARDBOILED EGGS
BAGEL W/CREAM CHEESE
MARGARINE PATS
COLD CEREAL

CHEESE SANDWICH
BANANAS
PREPARED SALADS FROM COOLER
LEFT OVER PUDDING OR JELLO
CHIPS
MILK

COTTAGE CHEESE/YOGURT
MISC. MEATS
SALAD/SLICED TOMATOES
FRESH/CANNED FRUIT
MILK???(check temps)

DAY2 INSTANT BREAKFAST
EGGNOG MIX
DANISH/SWEET ROLLS
CANNED JUICE
GRAHAMS IN MILK
(FOR PUREES)
FRUIT

EGG SALAD SANDWICH (using
hardboiled eggs from cooler)
FRESH VEGGIE STICKS
FRUIT (fresh or canned)
PICKLE/OLIVE
CANNED JUICE
COOKIE/FROZEN CAKES

HAM
CANNED PINEAPPLE
3 BEAN SALAD
CANNED POTATO SALAD
CANNED JUICE
PUDDING

DAY3 POP TARTS (danish.
muffins. biscuits)
PEANUT BUTTER
CANNED JUICE
COLD CEREAL
CANNED FRUIT

CANNED SOUP
TUNA SANDWICH or SALAD
CRACKERS
CANNED FRUIT
PICKLE
CHIPS

CANNED BEEF STEW
CANNED BAKED BEANS
FROZEN BISCUITS
CANNED FRUIT
CANDY/COOKIES or
Portion Pak JELLO

BREAKFAST NOTES

DINNER NOTES

SUPPER NOTES

Cereals such as farina and cream of wheat will successfully rehydrate in mildly warm water

Consider pre-cooking meats before the New Year and freezing. They can be thawed and successfully used.

Consider bringing in some pre-cooked, frozen items that can be used thawed and used without cooking.

Yogurt and sourcream can be mixed with jelly, other syrups, or fruit.

Examples:
pre-cooked pasta
pre-cooked chicken breasts
pre-cooked meat balls, etc.

Make "instant breakfasts" from frozen supplements

Graham cracker soaked in milk for purees

Use yogurt for purees

Clarifications of related dealings with potential delivery delays to the CFD due to inclement weather: Our commitment is to provide normal service whenever possible to Walter P Ruther Psychiatric Hospital and CFP. However, at CFP in case of emergency or potential emergency, menu items will be utilized from onsite inventory of emergency food at CFP.

Attachment G - Weekly Menus at a Glance

For a complete list of menus and recipes refer to RFP No. 0391148813B0000247. Menus can be changed per Section 1.022.

Dining Service - Week-at-a-Glance Regular Week 1

1 <u>Sunday</u>	2 <u>Monday</u>	3 <u>Tuesday</u>	4 <u>Wednesday</u>	5 <u>Thursday</u>	6 <u>Friday</u>	7 <u>Saturday</u>
Orange Juice Egg/onion Omelette Oatmeal Skim Milk Wheat toast Applesauce	Orange Juice French Toast Sticks Syrup Cheerios Skim Milk	Orange Juice Egg/Chz Eng Muffin Shred Mini Wheat Skim Milk Banana	Orange Juice Waffles Syrup Grits Skim Milk Bacon	Orange Juice Sausage/Egg Biscuit Honey Orng Oatmeal Skim Milk Banana	Orange Juice Scrambled eggs Hash browns Skim Milk Cream of Wheat Wheat toast	Orange Juice ApSc Bran muffin Scrambled eggs Skim Milk Pear halves
Spaghetti/meat sauce Herbed Green Beans Mixed Greens salad Skim Milk Mandarin Oranges V - Marinara Sauce	Lemon Turkey Stirfry Linguini Capri Vegetables Skim Milk Tomato Juice Sugar Cookies V - Red Beans/Rice	Chicken Alfredo Broccoli Tomato Juice Skim Milk Wheat Bread Tropical fruit V - Fettucini Alfredo	Brsd Bf Tips w/T/G Sc New Potatoes Turnip Greens Skim Milk French breadstick Oatmeal Cookies V - Veg Pot Pie	Rst Turkey w/ Gravy Whipped Potatoes Green Beans Skim Milk Carrots and celery Pumpkin Pie V - Pasta Fagioli	Bkd Fish w/Hrsrdish Baked potato Diced carrots Skim Milk Tomato/Cuc slices Apple pie	Meatloaf Whipped Potatoes Gravy Skim Milk Field/snap peas Tomato juice Peach crisp V - Veg Stuff Pepper
Grill Chicken/wheat Yellow Squash/onion Spinach Salad Skim Milk Tapioca pudding V - Boca burger	Meatballs Whipped Potatoes Mushroom Gravy Green Peas Chopped Veg Salad Skim Milk Banana V - Baked Veg Ziti	Fish Veronique Basmati rice Rst Roma tomatoes Beef Vegetable soup Skim milk Wheat roll Peach Crisp	Citrus Pork loin Jasmine Rice Vegetable Medley Skim milk Mixed Greens salad Wheat roll Fresh Pear V - Btter Spn/Chz Tort	Chef salad Navy Bean soup Wheat Bread Skim milk Fresh Apple V - House Salad	Vegetable Lasagna Vegetable soup Green Beans Skim milk Wheat Bread Fruit cocktail	Turkey steak Lentil/spinach soup Red beans/rice Skim Milk Zucchini w/pimento Chocolate cake V - Crmy Pasta w/Veg
Assorted Yogurt Apple juice	1/2 Turkey on Rye Grape juice	PB and Chz Crackers Orange juice	Vanilla wafers Skim milk	Vanilla yogurt Apple juice	Yogurt with Granola Apple juice	Rice pudding Grape juice

Week-at-a-Glance Regular Week 2

8	9	10	11	12	13	14
<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Orange Juice	Orange Juice	Orange Juice	Orange Juice	Orange Juice	Orange Juice	Orange Juice
Plain bagel	English Muffin	Scrambled eggs	French Toast Sticks	Egg/Sausage/Chs Muff	Egg/onion/chz Omelette	Potato Pancakes
Scrambled eggs	Scrambled eggs	Wheat toast	Syrup	Oatmeal	Oatmeal	Scrambled eggs
Skim Milk	Skim milk	Skim milk	Cheerios	Skim milk	Skim Milk	Skim milk
Cream cheese	Cream of Wheat	Oatmeal	Skim Milk	Applesauce	Wheat toast	Oatmeal
Oatmeal	Bacon	Fruit cocktail			Peach slices	Wheat Toast
SW Grilled Chix Tortilla	Bkd Fish Mrg Crm Tp	Turkey Tetrazini	Pepper Steak	Mar. Beef Brisket	Baked Ziti w/ Zucch	Cntry Boneless Rib
Spanish rice	Baked Swt Potato	Vegetable medley	Brown rice	Baked potato	Broccoli	Boiled Red Potatoe
Green Beans	Seasoned spinach	Carrot/celery sticks	Roast Eggplant	Carrots and parsley	Tossed Salad	Cauliflower
Skim milk	Skim milk	Skim milk	Skim milk	Skim milk	Skim milk	Skim milk
Chopped Veg salad	Tomato juice	Orange	Tom/cucumber slices	Chopped veg salad	StrB Angel food cake	Spring Garden slav
Coconut mac cookies	Banana	V - Chz Trtellini w/Veg	Wheat bread	Tomato juice		Cherry jubilee
V - Mshrm Trtilla Grille	Wheat dinner roll		Almond Cake	Pear halves		V-Bwtie Pst w/Aspr
			V - Bkd Ziti	V - Boca Patty		
Swt/sour Pork	Swiss Stk Jardinere	Grilled Chx breast	Calabasa pork	Chicken Taco	Crunchy Bkd Fish Sand	Turkey Divan
Brown rice	Whipped Potatoes	Lyonnaise potatoes	New potatoes	Pinto beans	Baked Tomatoes	Brown rice
Broccoli	Succotash	Herbed green beans	Broccoli	Hot slaw	Mixed greens salad	Broccoli
Skim Milk	Skim milk	Skim milk	Skim milk	Skim milk	Skim milk	Skim milk
Fresh Apple	Carrot/celery sticks	Wheat dinner roll	Wheat dinner roll	Ambrosia salad	Fresh Apple	Combination Salad
V - Broc Tofu Stirfry	Wheat bread	Carrot cake	Fresh Orange	V - Tofu Taco	Tartar sauce	Whole Wheat bread
	Baked apple	V - Red Beans/Rice	V - Veg Stuffed Pepp			Pineapple chunks
	V - Garden Zuc Pie					V - Ctg Chz Frt Pla
1/2 PBJ Sandwich	P.Butter cookies	Assorted Yogurt	Doritos	Petite Banana	Assorted Yogurt	Assorted Sherbet
Grapes	Skim milk	Apple juice	Diet Lemonade	Grape juice	Apple juice	Diet Lemonade

Week-at-a-Glance Regular Week 3

15	16	17	18	19	20	21
<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Orange Juice	Orange Juice	Orange Juice	Orange Juice	Orange Juice	Orange Juice	Orange Juice
Pancakes	Special K	French Tst w/Chz SW	Scrambled Eggs	Yogurt and Fruit	Biscuit	Scrambled Eggs
Syrup	Scrambled Eggs	Cream of Wheat	Bacon	Bagel	Sausage	Hashbrowns
Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk
Oatmeal	English Muffin	Pineapple chunks	Wheat Toast		Grits	Malto Meal
	Peach slices		Banana		Peach Halves	Wheat Toast
Hamburger Deluxe	Salmon Patty w/Egg Sc	Carne Asada	Oven Fried Chicken	Pork Colorado	Stuffed Fish Florentine	Creamed Chicke
Baked French Fries	Parslied Red Potatoes	Spanish Rice	Seasoned Turnip Gr.	Dijon Rst Potatoes	Brown Rice	Linguini Noodles
Corn	Dilled Peas	Mexican Pinto Beans	Parslied Potatoes	Corn w/Pimentos	Vegetable Medley	Capri Vegetables
Skim Milk	Skim Milk	Diced Tomatoes	Skim Milk	Skim Milk	Skim Milk	Skim Milk
Coleslaw	Hot Slaw	Skim Milk	Corn Muffin	Broc/Cauli Salad	Tossed Salad	Garden Green S
SF Vanilla Ice Cream	Fresh Orange	Shredded Lettuce	Spring Mix Salad	Fruit Cocktail	Wheat Bread	Lemon Bar
V - Boca Burger	V - Oven Fried Fish	Fresh Apple	Fresh Pear	V - Bn Chz Burrito	Fresh Orange	V - Crmy Pasta w
		V - Bn Chz Quesadilla	V - Chz Tort w/Prm Sc			
Lime Cilantro Chicken	OpFc Hot Turkey Sand	Bavarian Beef	SW Turkey Loaf	Chopped Stk w/Gravy	NO Red Beans/Rice	Teriyaki Pot Roa
Rotini noodles	Brussel Sprouts	Red Potatoes	Whipped Potatoes	Whipped Potatoes	Herbed Green Beans	Baked Potato
Capri Blend Veg	Cranberry Sauce	Corn, R.Pep, G.Bean	Diced Carrots	Broccoli	Chopped Veg Salad	Steamed Cabbag
Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk
Tomato juice	Chopped Veg Salad	Mixed Greens Salad	Wheat dinner roll	Spring Garden Slaw	SF Asst Ice Cream	Tomato/Cuc Slic
Strawberry Shortcake	Wheat Bread	Raspberry Bav. Crm	Tender Grn Salad	Wheat Dinner Roll		Pineapple chunk
V - Penne Psta w/Art	Pumpkin Pie	V - SW Frittata	Peach Melba Trifle	Banana Pudding		V - Veg Red Bn/f
	V - Rigatoni w/BI Pepp		V - Garden Zucch Pie	V - Boca Patty		
Fruit cocktail	Rice Pudding	Assorted Yogurt	Vanilla Wafers	Assorted Ice Cream	Peanut Butter	WRPH Trail Mix
Orange juice	Grape juice	Apple juice	Skim Milk 8oz	Grape juice	Unsalted Crackers	Apple juice
					Cranberry juice	

Week-at-a-Glance Regular Week 4

22 <u>Sunday</u>	23 <u>Monday</u>	24 <u>Tuesday</u>	25 <u>Wednesday</u>	26 <u>Thursday</u>	27 <u>Friday</u>	28 <u>Saturday</u>
Orange Juice Waffles Bacon Skim Milk Oatmeal	Orange Juice Special K Wheat toast (2) Skim Milk Peanut Butter Applesauce	Orange Juice Cinnamon French Tst Cheerios Skim Milk	Orange Juice Onion Omelette Wheat Toast Skim Milk Cream of Wheat Fruit Cocktail	Orange Juice Scrambled Eggs Sausage Links (2) Skim Milk Oatmeal Wheat Toast (2)	Orange Juice Breakfast Bruschetta Oatmeal Skim Milk	Orange Juice Banana/Berry yogurt Scrambled Eggs Skim Milk Shredded Mini Wheat
Pork Roast w/Gravy Whipped Potatoes Sicilian Vegetables Skim Milk French Breadstick Coleslaw Mini Cookie Parfait V - Veg Stfd Pepper	Italian Meatloaf Potatoes Anna Cauliflower Skim Milk French breadstick Raw Baby Carrots Fresh Pear V - Rst Vegetables	Chicken Pilaf Vegetable Medley Chopped Veg Salad Skim Milk Pita Bread Peach Tart V - Rc Bn Casserole	White Bean Chili (T) Mixed Greens Salad Wheat Dinner Roll Skim Milk Brownies w/Pwd Sug V - 3 Bean Chili	Atmn Stf Cabbage (B) Whipped Potatoes Roasted Zucchini Skim Milk Tender Green Salad Whole Wht Bread Peach Halves V - Chz Rav w/Mrnra	Italian Alm Bkd Fish Basmati Rice Broccoli Skim Milk Tossed Salad French Bread Choc. Chp Ckie - diet	Arroz Con Pollo (C) Mex Refried Beans Onions and Peppers Skim Milk Tom/Cuc Slices Apple Orchard Bar V - Chili Rellanos
Crnby Orng Turk Loin Brown Rice Broccoli Skim Milk Mixed Green Salad Crostinis Banana V - Chz Rav w/Mrnra	Oven Fried Fish Jasmine Rice Western Gr. Beans Skim Milk Spinach salad French Bread Cinnamon Crispies	Pork Carnitas Mex Pinto Beans Corn Skim Milk Tossed Salad Fresh Apple V - Chz Bn Enchilada	Hawaiian Chk Salad Crackers Snow Pea/GrBn Sal Skim Milk Carrot/Celery Sticks Hawaiian Swt Roll Tapioca Pudding V - Tuna Salad	Cntry Pork Cutlet Cottage Fries Mustard Greens Skim Milk Broc/Cauli Salad Wheat Dinner Roll Fresh Orange V - Veg Lo Mein	Vegetable Turnovers Green Peas Spring Mix Salad Skim Milk Banana	Brsd Beef Tips Parslied Noodles Stmd Summer Sqsh Skim Milk Spring Garden Slaw Wheat Dinner Roll Red Sdlss Grapes V - Pasta Primavera
Assorted Yogurt Apple juice	Fresh Orange Cranberry juice	PB and Chz Crackers Orange juice	Fresh Pear Grape juice	Graham crackers Skim Milk	Assorted Yogurt Apple juice	Assorted Sherbet Diet Lemonade