AGREEMENT BETWEEN

**NorthCare Network**

**AND**

**Contractor Name**

THIS AGREEMENT (the “Agreement”) is made and entered into this **Date** by and between **NorthCare Network** (hereinafter referred to as “NorthCare”), whose mailing address is 1230 Wilson Street, Marquette, MI 49855 and **Name**, Address (hereinafter referred to as “Contractor”).

1. **RECITALS**
2. Pursuant to the authority granted by Act 258 of the Public Acts of 1974, as amended through Act 152 of 1996 and its Management Contract with the Michigan Department of Health and Human Services (hereinafter referred to as the “MDHHS”), NorthCarehas the authority to contract for Administrative and/or Professional services for the fifteen-county of the Upper Peninsula (Region 1) managed by NorthCare; and
3. Region 1 is comprised of the counties of Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, and Schoolcraft counties; and
4. NorthCare is in need of the services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and
5. The Contractor is a qualified and licensed professional and is in the business of providing such services on an independent contractor basis; and
6. The Contractor agrees to provide NorthCare with such services for its network under the terms and conditions set forth herein.

**AGREEMENT PERIOD**

1. This Agreement shall commence on Start Date and shall continue through End Date.
2. Nothing in this Agreement shall be construed as requiring either NorthCare or the Contractor to extend or renew this Agreement or to enter into any subsequent agreements.
3. This Agreement is contingent upon NorthCare's receipt of sufficient federal and state funds, upon the terms of such funding as appropriated, authorized and amended, upon continuation of such funding, and collections of consumer fees and third- party reimbursements, as applicable.
4. **COMPLIANCE WITH MDHHS/PIHP MASTER CONTRACT**
   1. It is expressly understood and agreed by the Contractor that this Agreement is subject to the terms and conditions of the MDHHS/PIHP Master Contract and Special Provisions between the MDHHS and NorthCare. The provisions of this Agreement shall take precedence over said MDHHS/PIHP Contract unless a conflict exists between this Agreement and the provisions of the MDHHS/PIHP Contract.
   2. If any provision of this Agreement is in conflict with the terms and conditions of the MDHHS/PIHP Contract, the provisions of said MDHHS/PIHP Contract shall prevail. However, a conflict shall not be deemed to exist where this Agreement: (1) contains additional provisions and additional terms and conditions not set forth in the MDHHS/PIHP Contract that otherwise resolves such conflict; (2) restates provisions of the MDHHS/PIHP Contract to afford NorthCare the same or substantially the same rights and privileges as the MDHHS; or (3) requires the Contractor to perform duties and/or services in less time than required of NorthCare in the MDHHS/PIHP Contract. A copy of the current MDHHS/PIHP Contract and Special Provisions shall be supplied by NorthCare, to the Contractor, upon the Contractor's written request, therefore.
5. **AMENDMENTS**
6. This Agreement may be amended by mutual written consent of both parties. Any changes to this Agreement will be valid only if made in writing and accepted by all parties in this Agreement.
7. The Agreement may be subject to amendment due to changes in the contracts between MDHHS and NorthCare.
8. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of NorthCareand the Contractor. This Agreement shall be amended, if necessary, to bring it into com­pliance with applicable federal, state and local laws, ordinances, rules and regulations enacted during the term of this Agreement and/or compliance with any applicable modifications.
9. **TERMINATION**
10. Either party may terminate this Agreement with thirty (30) days prior written notification.
11. In the event of a breach of any term or condition of this Agreement by either of the parties hereto, and failure of the breaching party to correct such breach within the time stated by the other party after written notice thereof from the other party, such other party may, at its option, terminate this Agreement immediately or at any designated future time by delivering to the breaching party a written notice of termination stating the effective date thereof. The termination of this Agreement shall not be deemed to be a waiver by the nonbreaching party of any other remedies it may have in law or in equity.
12. Any material breach of this Agreement may result in either party’s immediate termination of this Agreement, with said termination effective as of the date of delivery of written notification to the other party.
13. This Agreement may be terminated immediately without further liability to NorthCare if the Contractor or an official of the Contractor is convicted of any activity in the referenced sections of this Agreement during the term of this Agreement or any extension thereof.
14. Failure on the part of the Contractorto respond in a satisfactory manner to a request from NorthCare’s CEO or designee, with regards to correcting deficiencies in the results of services provided by the Contractor, shall constitute immediate basis for termination of this Agreement by NorthCare. Immediate termination for the purposes of this subsection of this Agreement shall be defined as meaning termination effective upon the date in which the Contractor receives written notice of termination and the basis therefore from NorthCare.

E**.** NorthCaremay terminate this Agreement immediately if the Contractor’s license is suspended or revoked. Such a termination shall be effective as of the date of delivery of written notification to the other party.

F. Any termination of this Agreement shall not relieve either party of the obligations incurred prior to the effective date of such termination or those designated as surviving termination.

G. NorthCarereserves the right to terminate this agreement if funding through the Michigan Department of Health and Human Services is terminated.

Upon termination of this Agreement, the Contractor shall return to NorthCare all documents, tapes, correspondence, files, papers or other property of any kind of NorthCare’s that the Contractor, its officer, employees, and agents may have in their possession or control.

1. **MONITORING THE AGREEMENT**

The performance of the terms of this Agreement shall be monitored on an ongoing basis by the designated representatives of NorthCare and of the Contractor. NorthCare's CEO shall appoint administrative and program liaisons to be available to communicate with the Contractor’s liaisons. The designated representatives of said respective parties thereof shall address issues between NorthCare and the Contractor as to specific provisions of this Agreement and implementation.

1. **SERVICES TO BE PERFORMED BY THE CONTRACTOR**

The Contractoragrees to provide the services as described in the attached description of services (**Attachment A: Scope of Work**) under the conditions and terms further described therein.

1. **PAYMENT**
2. NorthCare payments to the Contractor for performing the services shall be as follows:
3. NorthCare will pay to the Contractor the following amounts set forth within Thirty (30) days after receipt of Contractor’s original bill, provided that such bill contains all necessary information required by NorthCare. All reimbursement checks will be made payable to:

CONTRACTOR NAME

ADDRESS

CITY, STATE, ZIP

1. Reimbursement will be at the rate of \_\_\_\_\_\_\_\_\_\_ per hour for services outlined in **Attachment A: Scope of Work**.
2. If applicable add additional items for payment, etc. (i.e. travel expenses, etc.)
3. NorthCare reserves the right to withhold payment for services that are not provided according to the terms of this Agreement.

B. All payments are made on the mutual assumption that the party’s relationship is that of an independent contractor.

1. The Contractor agrees to provide a billing statement (**form included**) for each month in which contractual services are completed pursuant to this Agreement. The Contractor shall submit each billing statement within fifteen (15) days following the completion of the month in which the services were rendered hereunder. The Contractor’s submission of a billing statement to NorthCare for any contractual service fees constitutes the Contractor’s verification that the services have been completed, as authorized.
2. Each party shall retain all billing and payment records for a total of ten (10) years after the date of generation and shall permit access to such payments upon the request of the other. This provision shall survive termination of this Agreement.
3. **UNALLOWABLE SERVICES AND FINANCIAL PAYBACKS**

Should the Contractor fail to fulfill its obligations as required under this Agreement, it shall not be reimbursed by NorthCare hereunder for any such services. The Contractor shall repay NorthCare any payments made by NorthCare to the Contractor for such unallowable services. This revenue reimbursement requirement will survive the termination of this Agreement and repayment will be made by the Contractor to NorthCare within sixty (60) business days of NorthCare’s final disposition notification to the Contractor that NorthCare has made unallowable payments to the Contractor for unallowable services and, thereby, financial payback by the Contractor is required.

1. **CONTRACTOR’S ADDITIONAL RESPONSIBILITIES**
2. The Contractor shall provide NorthCare with verification that it holds all necessary licenses, certifications, authorizations, and training to provide the services required in **Attachment A: Scope of Work**.
3. Debarment and Suspension: Assurance is hereby given to NorthCare that the Contractor will comply with federal regulation 2 CFR part 180, and certifies to the best of its knowledge and belief that it, its employees, and its subcontractors:
   * + 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
   1. Have not, within a 3 year period preceding this agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
   2. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in section B, and;
   3. Have not, within a 3-year period preceding this agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

C. The Contractor agrees to immediately notify NorthCare if any such license, certification or authorization is ever suspended, revoked or terminated or expires and is not renewed. Any suspension, revocation, termination or expiration without renewal of such a license, certification or authorization required hereunder shall constitute a material breach of this Agreement and shall result in the immediate and automatic termination of this Agreement.

1. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., In the performance of any contract or purchase order resulting hereafter, the Contractor shall not discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided or any matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated the person’s ability to perform the duties of a particular job or position.
2. If any laws or MDHHS Administrative Rules or regulations that become effective after the date of the execution of this Agreement substantially change the nature and conditions of this Agreement, they shall be binding to the parties, hereto, but the parties hereto retain the right to exercise any remedies available to them by law or by any other provisions of this Agreement.
3. The Contractor agrees to accept and follow all NorthCare Recipient Rights Policies and Procedures, MDHHS Administrative Rules, and Michigan’s Mental Health Code**.** NorthCare shall have the right to amend the Recipient Rights Requirements from time to time and such amendments shall be incorporated by reference herein.
4. NorthCare shall have the sole and exclusive right to the retention of all records pertaining to clients and services rendered pursuant to this Agreement. The Contractor shall not reveal, divulge or make known to any person, firm or corporation any confiden­tial client information. The Contractor acknowledges that all client information is confidential and governed by the conditions of HIPAA, Section 748 of the Mental Health Code (PA258 of 1974 as amended), the Public Health Code (PA368 of 1978 as amended) and 42 CFR Part 2. All records, reports, information and confidential communica­tions of any client served under this Agreement shall be subject to requirements for confidentiality set forth in the Mental Health Code, the MDHHS Administrative Rules and NorthCare’s policies and any amendments thereto. NorthCare shall retain client records for a minimum of ten (10) years or later if required by law. The duties in this subparagraph shall survive termination.
5. The Contractor shall not assign, subcontract or otherwise transfer the Contractor’s duties and/or obligations under this Agreement.
6. The Contractor shall not use the name of NorthCare in any form of advertisement or publication, without the prior written consent of NorthCare.
7. It is expressly understood and agreed that the Contractor's employees shall not in any way be deemed to be or hold themselves out as the employees, servants or agents of NorthCare. The Contractor's employees shall not be entitled to any fringe benefits from NorthCare, such as, but not limited to, health and accident insurance, life insurance, longevity, economic increases, paid vacation, sick leave, worker’s compensation, or unemployment.
8. As applicable, the Contractor shall carry worker’s compensation for its employees as required by law. The

Contractor shall submit a copy of the worker’s compensation policy or their WC337 Exclusion form to

NorthCare Network.

1. **INSURANCE**

Each party shall procure, pay the premium on, keep and maintain during the term of this Agreement insurance

coverage in such amounts as necessary to cover all claims, which may arise out of activities to be carried out

pursuant to its obligations hereunder. The Contractor shall ensure that all of its employees, other staff and

subcontractors are covered by all appropriate liability and malpractice insurance for the services which they

perform under this Agreement. The Contractor shall submit certification of its insurance coverage to NorthCare

prior to commencing services under this Agreement. The Contractor also shall provide NorthCare with written

notice at least thirty (30) days prior to any reduction or termination of insurance coverage required hereunder.

1. **INDEPENDENT CONTRACTOR**
2. The Contractor is an independent contractor at all times and for all purposes hereunder.
3. The Contractor shall be solely responsible for providing workers’ compensation coverage, unemploy­ment insurance coverage and professional malpractice insurance coverage for the Contractor and/or the Contractor’s employees.
4. The Contractor also shall be responsible for withholding and payment of all applicable taxes, including but not limited to, income and social security taxes to the proper Federal, State and local governments.
5. The Contractor must perform the appropriate background checks on all employees and subcontractors and its employees prior to their assignment as related to this Agreement.
6. **LIABILITY**
7. Except as otherwise provided herein, all liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried our pursuant to the obligation of Contractor under this Agreement shall be the responsibility of Contractor , and not the responsibility of NorthCare, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of Contractor **,** its employees, officers or agent.
8. Except as otherwise provided herein, all liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of NorthCare under this Agreement shall be the responsibility of NorthCare and not the responsibility of Contractor if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of NorthCare, its employee, or officers.
9. Each party shall notify the other in writing in the event a claim or other legal action related to the services provided under this Agreement may result in naming the other or that may result in a judgment that would limit the Contractor ’s ability to continue rendering Services. Such notification requirement includes actions filed in court, administrative tribunals or other venues. Nothing herein shall be construed as a waiver of any public or governmental immunity granted to NorthCare or the Contractor as provided by the applicable statutes and/or court decisions.
10. **NOTICES**

Any and all notices, designations, consents, offers, acceptances, or other communications herein shall be given to either party, in writing, by facsimile, electronic transmission, personal delivery, or deposited in certified mail addressed to the addressee shown below (unless notice of a change of address is furnished by either party to the other party hereto) and with return receipt requested, effective upon a receipt.

If to Contractor: If to NorthCare:

Name Megan Rooney, CEO

Business Name (If applicable) NorthCare Network

Address 1230 Wilson Street

City, State Zip Marquette, MI 49855

1. ACTIONS AND INTERPRETATION
2. This Agreement shall be construed according to the laws of the State of Michigan and any dispute hereunder shall be resolved in the State of Michigan. The Contractor shall adhere to all applicable federal, state, and local laws, ordinances, rules and regulations while rendering contractual services pursuant to this Agreement.
3. This Agreement is in accordance with requirements of the Balanced Budget Act of 1997 (BBA), as amended, and said BBA final rules, regulations, and standards. The Michigan Mental Health Code, the MDHHS Administrative Rules, the MDHHS/PIHP Master Contract and Special Provisions, and applicable State and Federal laws shall govern the expenditure of funds and provisions of services hereunder and govern in any area not specifically covered by this Agreement.
4. This Agreement shall be interpreted where possible to be consistent with the Michigan Mental Health Code and any rules and regulations promulgated there under. If there is a direct inconsistency, the Michigan Mental Health Code and its rules and regulations shall govern. Provisions that augment, supplement, or are more stringent shall not be deemed inconsistent.
5. The Contractor may not assign any cause of action that may arise from any breach of this Agreement.
6. The Contractor must give prompt, written notice of any alleged breach by NorthCare of this Agreement.
7. If any provision of this Agreement is declared by any Court having jurisdiction to be invalid, such provision shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or un-enforce ability of this Agreement, this Agreement shall terminate as of the date in which the provision was declared invalid.
8. This Agreement is not intended by either NorthCare or the Contractor to be a third-party beneficiary contract. This Agreement shall be enforce­able only by the parties hereto.
9. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Contractor without the prior written consent of the NorthCarenor shall the duties imposed herein be delegated without the prior written consent of the NorthCare. Any attempted assignment in violation of this section shall be void. This Agreement shall be binding upon by both parties and their respective successors and permitted assigns.
10. This Agreement and the attachment documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either of the parties hereto.
11. **CERTIFICATION**

The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that said parties have duly approved this Agreement. This Agreement shall be deemed executed, valid, enforceable and binding upon the parties once signed in handwriting or by any electronic means and may be delivered by facsimile or electronic transmission.

**NORTHCARE NETWORK:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Megan Rooney, CEO Date

**CONTRACTOR:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Date

**ATTACHMENT A**

**SCOPE OF WORK**

The Contractor will provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Contractor is responsible to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TheContractor will provide these services up to XX hours per month not to exceed XX without prior approval (if applicable use all of red) (reiterate what is in payment section)

**Billing Statement**

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| *To:*  NorthCare Network  Attn: Jen Ahonen  1230 Wilson St.  Marquette, MI 49855  Fax: 906-232-1070  Email: [jahonen@northcarenetwork.org](mailto:jahonen@northcarenetwork.org)  [accountspayable@northcarenetwork.org](mailto:accountspayable@northcarenetwork.org) | **For:** |

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Signature: Date

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Approved for payment processing Date