



COMPLIANCE OFFICE  
PURCHASING

Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com

Buyer: JPD

CONTRACT NUMBER: 005254

Event # 004099

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$15,000,000.00		Effective Date: 1/10/2018	Expiration Date: 1/9/2023
Contract Description:	Inmate Food/Commissary - P		
Contractor Information:		Contract Administrator:	
<b>Aramark Correctional Services LLC</b> 1101 Market Street Philadelphia, PA 19107 <b>Vendor No: 172</b>			
Compliance Office Purchasing Information:		Contract Administrator Oakland County Using Department:	
Buyer: Joseph Dahl OAKLAND COUNTY 2100 Pontiac Lake Rd Bldg 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Dale Cunningham Sheriff Fiscal Officer 1200 N Telegraph Rd Bldg 38E Pontiac MI 48341 248-858-5512 cunninghamd@oakgov.com	

The Parties agree to the attached terms and conditions:

**FOR THE CONTRACTOR:**

SIGN:  (Mar 28, 2018)  
Mar 28, 2018

**FOR THE COUNTY:**

SIGN:   
Dale Cunningham (Mar 28, 2018)  
Contract Administrator

SIGN:   
Scott N. Guzzy (Mar 29, 2018)  
Pamela L. Weipert, CPA, CIA, Compliance Officer  
or  
Scott N. Guzzy, CPPO, MBA, Purchasing Admin

aec

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

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. Contractor's Warranties and Assurances
- Section 7. Liability
- Section 8. Contractor Provided Insurance
- Section 9. Intellectual Property and Confidentiality
- Section 10. General Terms and Conditions

§1. **CONTRACT DEFINITIONS**

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 1.4. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential and "Proprietary Information" as defined herein.
- 1.5. **"Contract"** means this document and any other documents expressly incorporated herein.
- 1.6. **"Contractor"** means the entity or person listed under "Contractor" on the first page of this Contract.
- 1.7. **"Contractor Employee"** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venturer; partner or agent of Contractor; and any persons acting by, through, under, or in

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:

**Exhibits (Applicable if Checked)**

- 1.8.1.  Exhibit I: Contractor Insurance Requirements
- 1.8.2.  Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3.  Exhibit III: Federally Funded Contract Requirements
- 1.8.4.  Exhibit IV: License for Use of County Servicemark
- 1.8.5.  Exhibit V: Software License(s)
- 1.8.6.  Exhibit VI: Acknowledgement of Independent Employment Status
- 1.8.7.  Exhibit VII: Scope of Contractor Deliverables/Financial Obligations
- 1.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.10. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 1.11. **“County Data”** means information or data provided by County to Contractor in the performance of this Contract, including, but not limited to any personally identifiable information such as names, e-mail addresses, passwords, phone numbers, and home or business addresses. County Data includes Confidential Information as defined in this Contract.
- 1.12. **“Day”** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.13. **“Deliverables”** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.14. **“Effective Date”** means midnight on the date listed on the first page of this Contract.
- 1.15. **“Expiration Date”** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.16. **“E-Verify”** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing**  
248-858-0511 | [purchasing@oakgov.com](mailto:purchasing@oakgov.com)

Information and the registration process are found at the E-Verify website:

<https://e-verify.uscis.gov/enroll>.

- 1.17. **“Intellectual Property”** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, or Proprietary Information.
- 1.18. **“Iran-Linked Business”** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.19. **“Not to Exceed Amount”** means the dollar amount listed on the first page of this Contract, unless amended. The “Not to Exceed Amount” is not the County’s financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.20. **“Proposal”** means Contractor’s response or bid to the County’s Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.21. **“Proprietary Information”** means ideas, concepts, inventions, and processes related to the development and operation of computer software and systems such as source code, object code, security procedures, and passwords.
- 1.22. **“Purchase Order”** means the County’s written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.23. **“Purchasing”** means the Purchasing Unit of the Oakland County Compliance Office.

§2. **CONTRACT TERM AND RENEWAL**

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur:
  - (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor;
  - (b) this Contract is signed by an authorized County Agent;
  - (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and
  - (d) any other conditions precedent to this Contract have been met.

§3. **CONTRACT ADMINISTRATION AND AMENDMENTS**

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders.

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.

- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed in Exhibit VII and their duties shall be set forth in Exhibit VII. Unless otherwise stated in Exhibit VII, the County's Project Manager has no authority to amend this Contract.
- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.
- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 10 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. **CONTRACT TERMINATION**

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the County, if the County breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.
- 4.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.
- 4.4. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials, property, and County Data provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminating or limiting, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract. Under no circumstances shall the

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

Contractor be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit County may have realized but for the termination or cancellation of this Contract.

- 4.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.
- §5. **SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS**
- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit VII, any Purchase Orders, or any Amendments to this Contract.
- 5.2. **Software License(s).** If this Contract includes a Software License(s) as described in Exhibit V, then the Parties shall follow the terms and conditions therein. Any applicable third party Software License(s) are also provided in Exhibit V. Unless specifically agreed to by County, if County Agents are required to accept click through license terms to access any of the Deliverables in this Contract, the terms and conditions of those click through licenses are without force and effect.
- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit VII. The amount and manner of payment of the financial obligation shall be set forth in Exhibit VII and may be in the Software License Exhibit V, if applicable, or a Purchase Order.
- 5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.
- 5.6. **No Obligation for Penalties/Costs/Fines.** Under no circumstances shall either party be responsible for any cost; fee; fine; penalty; or direct, indirect, special, incidental, or

consequential damages incurred or suffered by the other Party in connection with or resulting from the performance of this Contract under any circumstances.

- 5.7. **Set-Off of County Costs.** If the County incurs any costs associated with the duties or obligations of Contractor under this Contract, then the County has the right to set-off those costs from any amounts due and owing Contractor. This set-off includes withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract.
- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§6. **CONTRACTOR'S WARRANTIES AND ASSURANCES**

- 6.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 6.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 6.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policies and the effective dates and shall promptly provide such to the County, if requested.
- 6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. The County shall provide Contractor with a copy of the applicable grant requirements.
- 6.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 6.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 6.7. **Contractor Employees.**
- 6.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to



**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

- 6.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 6.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 6.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display appropriate County-provided identification at all times while working on County premises. Contractor shall return all County-provided identification upon completion of Contractor's obligations under this Contract.
- 6.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 6.7.6. **Compliance with County Security Policies and Use Policies.** Contractor shall require all Contractor Employees to comply with the County's security and acceptable use policies for County property (tangible and intangible), equipment, resources, facilities, and systems. The County shall provide such policies to Contractor.
- 6.7.7. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.

- 6.7.8. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.
- 6.8. **Acknowledgment of Independent Contractor Status.**
- 6.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and limitations of independent contractors.
- 6.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.
- 6.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.
- 6.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.
- 6.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VI, **Independent Employment Status** prior to performing services for County and prior to receiving a County identification badge. Contractor Employees shall provide a signed copy of Exhibit VI to County's Purchasing Unit prior to the final execution of this Contract. Contractor Employees who begin an assignment at County after Contract execution, are required to provide a signed copy of Exhibit VI to the County's Purchasing Unit prior to receiving a County identification badge.

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- 6.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 6.10. **E-Verify.** In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.
- 6.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 6.12. **Taxes.**
- 6.12.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 6.12.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 6.13. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 6.14. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- 6.14.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable, (b) be of good quality, (c) be fit for their ordinary purpose, (d) be adequately contained and packaged, and (e) conform to the specifications and descriptions contained in the Contract.
- 6.14.2. **Warranty of Fitness for a Particular Purpose.** If Contractor knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.
- 6.14.3. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title, (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed, and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 6.15. **Response to Legal Request for County Data.** If County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 6.16. **Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the general public to access a website, Contractor warrants end users will have the ability to access the website to register and provide information updates to receive the Deliverables herein in accordance with the accessibility requirements of Section 508 Amendment to the Rehabilitation Act of 1973 (29 U.S.C § 794(d)).

§7. **LIABILITY**

- 7.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contract.
- 7.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.

§8. **CONTRACTOR PROVIDED INSURANCE**

At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications listed in Exhibit I.

§9. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- 9.1. **Contractor Use of Confidential Information/County Data.** Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information or

County Data to any Contractor Employee not having a legitimate need to know the Confidential Information or County Data or to any third-party. Contractor and Contractor Employees shall only use the Confidential Information and County Data for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information or County Data if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure, (b) provides reasonable assistance to the County in opposing or limiting the disclosure, and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information or County Data which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

- 9.2. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 9.3. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks to perform this Contract, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit IV. Contractor shall only use the servicemarks as directed by the County.
- 9.4. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure its Contractor Employees assign their rights and interests in County Intellectual Property to the County.

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- 9.5. **Use of County Data.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this subsection apply:
- 9.5.1. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to its own confidential data of similar kind. Contractor warrants it follows security industry best practices.
- 9.5.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor shall notify County immediately on becoming aware of an actual or suspected unauthorized access, disclosure, or theft of County Data. Contractor shall do the following: (1) take commercially reasonable measures to promptly cure the deficiencies relating to the security breach in order to secure County Data, and (2) comply with any applicable federal or state laws and regulations pertaining to unauthorized disclosures.
- 9.5.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not and shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.
- 9.5.4. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.

§10. **GENERAL TERMS AND CONDITIONS**

- 10.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.
- 10.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor.
- 10.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- 10.4. **Removal of Contractor Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 10.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities.
- 10.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 10.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any material requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 10.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law. Contractor shall promptly notify the County of any complaint or charge filed and/or of any determination by any court or administrative agency of illegal discrimination by Contractor.
- 10.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, et seq. and MCL 15.321, et seq.), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 10.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 10.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three

years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.

10.12. **Assignments/Delegations/Subcontracts.**

10.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.

10.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.

10.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.

10.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.

10.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.



**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- 10.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 10.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature:  
**Section 1.** Contract Definitions, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Contractor's Warranties and Assurances, **Section 7.** Liability, **Section 8.** Contractor Provided Insurance, **Section 9.** Intellectual Property and Confidentiality, and **Section 10.** General Terms and Conditions.
- 10.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 10.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 10.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 10.18. **Notices.**
- 10.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a receipt of confirmation, if sent by e-mail or fax.
- 10.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.
- 10.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- 10.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 10.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 10.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 10.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 10.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 10.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50<sup>th</sup> District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 10.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

- 10.26. **Material Adverse Change.** The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by Client in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark’s control, including, but not limited to, a change in the scope of Aramark’s services; menu changes; a decrease in the Facility’s inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply, and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside Aramark’s control, then Aramark shall give Client written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and Client shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark’s price per meal or commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to Aramark’s scope of services.



**EXHIBIT I**  
**CONTRACTOR INSURANCE REQUIREMENTS**

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified.

**Primary Coverages**

**Commercial General Liability Occurrence Form** including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

**Workers’ Compensation Insurance** with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1.  Fully Insured or State approved self-insurer.
2.  Sole Proprietors must submit a signed Sole Proprietor form.
3.  Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

**Commercial Automobile Liability Insurance** covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

**Commercial Umbrella/Excess Liability Insurance** with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.



**Supplemental Coverages (Required as Checked)**

1.  **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
2.  **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
3.  **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when liquor is served and/or present.
4.  **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate when cleanup & debris removal are part of the services utilized.
5.  **Medical Malpractice** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
6.  **Garage Keepers Liability** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
7.  **Cyber Liability** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
8.  **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

**General Insurance Conditions**

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers,



**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;

6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

**EXHIBIT II**  
**BUSINESS ASSOCIATE AGREEMENT**

(Health Insurance Portability and Accountability Act Requirements)

Exhibit II is a Business Associate Agreement between Contractor (“Business Associate”) and the County (“Covered Entity”). This Exhibit is incorporated into the Contract and shall be hereinafter referred to as “Agreement.” The purpose of this Agreement is to facilitate compliance with the Privacy and Security Rules and to facilitate compliance with HIPAA and the HITECH Amendment to HIPAA.

- §1. **DEFINITIONS.** The following terms have the meanings set forth below for purposes of the Agreement, unless the context clearly indicates another meaning. Terms used but not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule.
- 1.1 **Business Associate.** “Business Associate” means the Contractor.
- 1.2 **CFR.** “CFR” means the Code of Federal Regulations.
- 1.3 **Contract.** “Contract” means the document with the Purchasing Contract Number.
- 1.4 **Contractor.** “Contractor” means the entity or individual defined in the Contract and listed on the first page of this Contract.
- 1.5 **Covered Entity.** “Covered Entity” means the County of Oakland as defined in the Contract.
- 1.6 **Designated Record Set.** “Designated Record Set” is defined in 45 CFR 164.501.
- 1.7 **Electronic Health Record.** “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.8 **HIPAA.** “HIPAA” means the Health Insurance Portability and Accountability Act of 1996.
- 1.9 **HITECH Amendment.** “HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.
- 1.10 **Individual.** “Individual” is defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in 45 CFR 164.502(g).
- 1.11 **Privacy Rule.** “Privacy Rule” means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- 1.12 **Protected Health Information.** “Protected Health Information” or “PHI” is defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.13 **Required By Law.** “Required By Law” is defined in 45 CFR 164.103.
- 1.14 **Secretary.** “Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.
- 1.15 **Security Incident.** “Security Incident” is defined in 45 CFR 164.304.
- 1.16 **Security Rule.** “Security Rule” means the security standards and implementation specifications at 45 CFR part 160 and part 164, subpart C.
- §2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.** Business Associate agrees to perform the obligations and activities described in this Section.
- 2.1 Business Associate understands that pursuant to the HITECH Amendment, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate shall take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment, including, but not limited to, the following: (a) Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules; (c) Business Associate shall train its workforce regarding the Privacy and Security Rules; (d) Business Associate shall enter into a privacy/security agreement with Covered Entity; (e) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI; and (f) Business Associate shall conduct a security risk analysis.
- 2.2 Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2.3 Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.
- 2.4 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of law or this Agreement.
- 2.5 Business Associate shall report to Covered Entity any known Security Incident or any known use or disclosure of PHI not permitted by this Agreement.



**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- 2.6 Effective September 23, 2009 or the date this Agreement is signed, if later, Business Associate shall do the following in connection with the breach notification requirements of the HITECH Amendment:
- 2.6.1 If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay but no later than ten (10) calendar days after discovery. For this purpose, "discovery" means the first day on which the breach is known to Business Associate or should have been known by exercising reasonable diligence. Business Associate shall be deemed to have knowledge of a breach if the breach is known or should have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is an employee, officer, subcontractor, or other agent of Business Associate. The notification to Covered Entity shall include the following: (a) identification of each individual whose unsecured PHI has been breached or has reasonably believed to have been breached, and (b) any other available information in Business Associate's possession that the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.
- 2.6.2 Notwithstanding the immediate preceding subsection, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor, or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.3 Where a breach of unsecured PHI involves more than five hundred (500) individuals and was committed by the Business Associate or its employee, officer, subcontractor, or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.4 Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year, so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408. This requirement shall take effect with respect to breaches occurring on or after September 23, 2009.
- 2.7 Business Associate shall ensure that any agent or subcontractor to whom it provides PHI, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

with respect to information. Business Associate shall ensure that any agent or subcontractor implements reasonable and appropriate safeguards to protect Covered Entity's PHI.

- 2.8 Business Associate shall provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.9 Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526.
- 2.10 Following receipt of a written request by Covered Entity, Business Associate shall make internal practices, books, and records reasonably available to the Secretary in order to determine Covered Entity's compliance with the Privacy Rule. The afore mentioned materials include policies and procedures and PHI relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.
- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures, to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures PHI from an Electronic Health Record in accordance with the HITECH Amendment.
- 2.12 Following receipt of a written request by Covered Entity, Business Associate shall provide to Covered Entity or an Individual information collected in accordance with Section 2 to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective as of January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

§3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

Business Associate may use and disclose PHI as set forth in this Section.

- 3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If no underlying service agreement exists between Covered Entity and Business Associate, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity for the purposes of payment, treatment, or health care operations as those terms are defined in the Privacy Rule,

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that: (a) the disclosed PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any known instances in which the confidentiality of the information has been breached.

3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.5 Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

§4. **OBLIGATIONS OF COVERED ENTITY.**

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

4.2 Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.3 Covered Entity shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, the Contract, and the Privacy Rule, until such PHI is received by Business Associate, pursuant to any specifications set forth in any attachment to the Contract.

4.4 Covered Entity shall manage all users of services including its qualified access, password restrictions, inactivity timeouts, downloads, its ability to download and otherwise process PHI.

4.5 The Parties acknowledge that Covered Entity owns and controls its data.

4.6 Covered Entity shall provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or

limitation(s) to such notice, to the extent such changes or limitations may effect Business Associate's use or disclosure of PHI. Covered Entity shall provide Business Associate with any changes in or revocation of permission to use or disclose PHI, to the extent the changes or revocation may affect Business Associate's permitted or required uses or disclosures. To the extent that the changes or revocations may affect Business Associate's permitted use or disclosure of PHI, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity's web site.

§5. **EFFECT OF TERMINATION.**

- 5.1 Except as provided in Section 5, upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy (at Covered Entity's request) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- 5.2 If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, which shall be for a period of at least six (6) years.

§6. **MISCELLANEOUS.**

- 6.1 This Agreement is effective when the Contract is executed or when Business Associate becomes a Business Associate of Covered Entity and both Parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth herein or as set forth in HIPAA or the HITECH Amendment.
- 6.2 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- 6.3 **Amendment.** The Parties agree to take action to amend this Agreement as necessary for Covered Entity to comply with the Privacy and Security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.
- 6.4 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the termination of this Agreement and/or the Contract.

**EXHIBIT III**  
**FEDERALLY FUNDED CONTRACT REQUIREMENTS**

Exhibit III sets forth additional provisions for all federally-funded contracts. To the extent that this Contract is funded, in whole or in part, by any federal award, the following provisions apply:

- A. **Termination.** In addition to the termination rights set forth in Section 4 of this Contract, the County may terminate this Contract, in whole or in part, for cause upon notice to Contractor if Contractor breaches any duty or obligation in the Contract and fails to cure the breach, to the County's satisfaction, if applicable.
  - A.1 **Right to Cure.** If the Contractor breaches the Contract, and the County, in its sole discretion, determines that the breach is curable, then the County must provide the Contractor with written notice of the breach and a time period (not less than thirty (30) days) to cure the breach. The notice of breach and opportunity to cure do not apply in the following circumstances: (1) for successive or repeated breaches; (2) if the County 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; or (3) if the County terminates the Contract under this Section or Section A above. The effective date for termination or cancellation shall be clearly stated in the written notice.
  - A.2 **Termination Deemed for Convenience.** If the County terminates the Contract for cause and it is determined, for any reason, that Contractor was not in breach of Contract, then the termination for cause shall be deemed a termination for convenience, effective as of the same date specified in the notice of breach.
- B. **Contractor's Obligations Upon Termination for Cause.** If the Contract is terminated for cause, the County may require Contractor to pay all costs incurred by the County in terminating the Contract, including but not limited to, administrative costs, reasonable attorneys' fees, court costs, and any reasonable additional costs the County may incur to procure the 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 included in the Contract; however such costs shall not exceed 50% of the County's financial obligation under this Contract.
- C. **Compliance with Laws.** Contractor shall comply with the following, if applicable:
  - C.1 The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- C.2 The Copeland “Anti-Kickback” Act (40 U.S.C. 3145 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”);
- C.3 The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- C.4 The requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency;
- C.5 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- C.6 All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*); and
- C.7 The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 *et seq.*)
- D. **Debarment and Suspension.** Contractor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). Contractor must promptly notify the County, if Contractor is listed in SAM at any time during the term, renewal, or extension of this Contract. If Contractor is listed in SAM, the County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor.
- E. **Equal Employment Opportunity.** If this Contract meets the definition of “Federally Assisted Construction Contract” under 41 CFR Part 60-1.3, then during the performance of this Contract, Contractor agrees as follows:
  - E.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - E.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- E.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- E.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- E.7 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



**EXHIBIT IV**  
**LICENSE FOR USE OF COUNTY SERVICEMARK**

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter “Mark”), described and listed in the Servicemark Guidelines (below), for programs and activities that are related to the governmental services provided by Oakland County, specifically relating to the scope of work in this contract.

The Mark may be used on: (Applicable if Checked):

- Printed materials
- Electronic materials
- Contractor’s website: [insert website address]

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County’s rights in the Mark.

The County may terminate Contractor’s rights under this Exhibit if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.





## SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

[Insert]

Do not provide copies to a third party of any artwork provided to you by County and referenced in this Exhibit, without the express consent of County.



**EXHIBIT VI**

**ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS**

I, \_\_\_\_\_, am an employee or subcontractor of

(Name of Contractor's Company): \_\_\_\_\_

(hereinafter "Company") under Contract #: \_\_\_\_\_, and acknowledge that:

- At all times during my assignment to Oakland County, I will remain an employee or subcontractor of the Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

**I understand that:**

- Company is responsible for establishing the conditions of my assignment to Oakland County; and
- Company is solely responsible for compensating me for my services; and
- I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.

**I acknowledge that:**

- I have no copyright, patent, trademark or trade secret rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County; and,
- I shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies.

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

*\*Contractor or Contractor's Employee must provide a copy of completed form to the Compliance Office/  
Purchasing Unit – [Purchasing@oakgov.com](mailto:Purchasing@oakgov.com) before receiving a County Identification badge.*

## EXHIBIT VII

### SCOPE OF CONTRACTOR DELIVERABLES / FINANCIAL OBLIGATIONS

#### I. Inmate Food Service

1. Description of Current Operation:
  - 1.1. Food is received, stored, prepared, and served at the main Facility (“Facility”) and East Annex satellite located at 1201 North Telegraph Road, Pontiac, MI 48341.
    - 1.1.1. Inmate workers help to prepare and distribute meals.
    - 1.1.2. All meals are typically served on thermal trays or paper bags.
    - 1.1.3. Average inmate population fluctuates.
  - 1.2. The price per meal charged shall be determined by taking the number of meals ordered or the actual meals served, whichever is greater, each day times the contract price for that number of meals. See pricing section below for meal rates.
  - 1.3. Catering Services – (meals, beverages or snacks) on an occasional basis for meetings and conferences as requested see pricing section for catering rates.
  - 1.4. For some diets, an additional snack is also served.
  - 1.5. The County shall notify Contractor of the actual number of meals ordered each day at a mutually agreed upon time prior of meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service.
2. Contractor Service Requirements:
  - 2.1. Food & Supplies:
    - 2.1.1. Purchase and safely manage all consumable supplies and food products that are required for food service operation. These supplies and food products shall remain the property of the Contractor. The Contractor shall purchase cleaning supplies for the kitchen area.
    - 2.1.2. Be responsible for daily cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The County will be responsible for removal of trash.
    - 2.1.3. Inspections of kitchen facilities by Sheriff’s Administrative Personnel, State, Federal, and local authorities must achieve satisfactory ratings.
    - 2.1.4. Meals cannot be served on polystyrene trays.
  - 2.2. Use of Kitchen and Maintenance of Equipment
    - 2.2.1. The Contractor shall return to the County at the conclusion of the contract all food service premises and all equipment furnished by the County in the condition in which received except for ordinary depreciation. Exceptions include the premises and equipment that may have been lost or damaged by fire, flood or unavoidable occurrence . Exceptions include equipment that may have been stolen or damaged by persons, other than employees of the Contractor, without negligence on the part of the Contractor or its employees; providing that all damages and losses are reported to the County for all items covered by this paragraph.

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- 2.2.2. The County will pay for needed repairs of equipment caused by normal wear and tear. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the Contractor. Additional food service requirements (a) The Contractor agrees to provide any additional food services as mutually agreed upon at prices mutually agreed to. This generally involves catering for special events, staff holiday meals, and meetings. Rates are listed in the pricing table.
- 2.3. Uniforms for Contractor staff
  - 2.3.1. Professional, neat uniforms that distinguish the Contractor's paid staff from the inmates and Deputies are the responsibility of the Contractor.
- 2.4. Daily Processing of Complaints Food service complaints from inmates must be logged and processed at least daily as follows:
  - 2.4.1. Food service trained personnel shall act upon all complaints.
  - 2.4.2. The responsible food service director shall determine the appropriate mechanism to be utilized for specific categories of complaints.
  - 2.4.3. Return a copy of the answered complaint to the Corrections Captains office and Grievance Coordinator to file.
3. Menu Specifications
  - 3.1. Inmate Cycle Menu (Menus listed at end of Scope)
    - 3.1.1. Contractor shall provide a four week cycle menu.
    - 3.1.2. Each week will include 21 meals and comply with above referenced standards.
  - 3.2. Menu Description Requirements
    - 3.2.1. Menus must include clearly defined descriptions of food items.
    - 3.2.2. All menu items must be listed in "as served" portions which clearly indicate weight or volume measurements (e.g., ½ c, 1/48 cut portion, 3 oz, wt., etc.).
    - 3.2.3. Entrée items including casseroles must include cooked weight measurements of meat or meat equivalent per portion.
    - 3.2.4. Appropriate condiments to be served must be noted.
  - 3.3. Balanced Menu Planning Requirements
    - 3.3.1. The menu shall be planned with products and recipes with proven inmate acceptability.
    - 3.3.2. A variety of food flavors, textures, temperatures, and appearances shall be used.
  - 3.4. Fruit and vegetable requirements:
    - 3.4.1. To assure a minimum level of menu quality, at least five 1/2-cup fruit and vegetable equivalents are required each day on the menu. USDA School Lunch Buying Guide shall be used to determine qualifying equivalents. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. As specified by the guide, items such as fruit drink, rice and noodles do not qualify.
  - 3.5. Avoid excessive fat calories:
    - 3.5.1. To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate mustard and catsup condiments, and not unnecessary margarine.

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

4. Nutritional requirements
  - 4.1. Menus will provide an average of 2800 calories per day in addition to all required nutrients.
  - 4.2. Nutritional Analysis – tied to actual recipes & products used.
  - 4.3. Menu & analysis certified by R.D.
    - 4.3.1. A registered dietitian shall certify the inmate menu with a signed nutritional compliance statement for the age and sex of the population.
    - 4.3.2. A registered dietitian will approve all menus prior to service and annually thereafter. All meals served shall meet all current standards as established by the American Correctional Association, the Food and Nutritional Board of the National Academy Science as prescribed for inmates, and the State of Michigan.
5. Types of Meat Requirements
  - 5.1. Pork and pork-derived products are not allowed on any menu in this facility.
  - 5.2. Ground meat items like taco filling, meat sauce for spaghetti, etc. should be made with ground turkey or poultry products.
  - 5.3. Court Sack Meals
    - 5.3.1. For work detail / court may be requested. These meals are in place of regular inmate meals.
    - 5.3.2. Court sack meals are to meet the same nutritional requirements as other meals.
    - 5.3.3. Sack meals are to be billed at the same pay rates as tray meals.
  - 5.4. Medical & Religious Diets
    - 5.4.1. The Contractor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications.
  - 5.5. Holiday Meals
    - 5.5.1. The Contractor shall provide in the proposed special Meals (spirit lifters) on holidays as outlined in the proposal.
    - 5.5.2. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the Sheriff's Office.
    - 5.5.3. All such meals will be provided at contract rates.
  - 5.6. Plan for Product Wholesomeness
    - 5.6.1. Contractor will warranty that:
      - 5.6.1.1. All meat products will be purchased from suppliers using HACCP (Hazard Analysis Critical Control Point) programs.
      - 5.6.1.2. All food items will be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, use only industry “best practices” to assure wholesomeness and maintain appropriate liability insurance on their products.
    - 5.6.2. Contractor will maintain a written procedure for verification of food safety and quality of ‘spot buys’ (these are items purchased at a discount usually from a broker or distributor).
    - 5.6.3. Contractor will maintain its specific plan for maintaining safe and wholesome food in the facilities operated by this jurisdiction

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- 5.7. Documentation of meals served
  - 5.7.1. Served Menu records -Substitution policy
    - 5.7.1.1. Documentation of all meals served including substitutions shall be maintained.
    - 5.7.1.2. The Contractor shall maintain procedures used to assure all meals will be served at appropriate temperatures and in a manner that makes palatable, neat, and visibly pleasing.
    - 5.7.1.3. A minimum number of three days of actual meals served will be maintained/preserved (to use in the event of food borne illness).
  - 5.7.2. Standardized recipes
    - 5.7.2.1. Standardized recipes with portion yield data for all items shall be available and utilized.
- 6. Staff Requirements
  - 6.1. Contractor shall provide adequate resources to meet objectives
    - 6.1.1. Assign an adequate number of employees per shift to oversee inmate workers and supervise all aspects of the food service operation.
    - 6.1.2. Inmates will be provided, subject to the approval of Jail Administration. If the Jail Administrator does not approve the use of inmates, the parties agree to renegotiate the price per meal.
    - 6.1.3. The Contractor will adhere to provided organizational chart and job descriptions for all professional and inmate staff with their proposal including number of inmates per shift. Inmate workers shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning.
    - 6.1.4. The Contractor agrees to train and supervise inmate workers, subject to the overall control of the Sheriff's Office.
    - 6.1.5. The Contractor is responsible for all wages, salary benefits, and overtime payments to its staff.
  - 6.2. Credentials of Contractor staff
    - 6.2.1. Food Service Director shall have at least five (5) years of experience in a Corrections environment similar to the Oakland County Jail and be Serve Safe Certified.
  - 6.3. Employee related processes
    - 6.3.1. Health exams: Contractor will ensure that its employees pass a standard health exam prior to employment and pass periodic health examinations at least as frequently as required by law and document exam information in employee files. Contractor agrees to submit satisfactory evidence of compliance with all health regulations to the County, upon request.
    - 6.3.2. Clearance requirements: All employees of the contracting firm who work in the jail must be cleared by the Sheriff's Office. All employees must comply with the Sheriff's Office's written policy and procedures relating to facility security.
  - 6.4. Supervision & training of inmates
    - 6.4.1. The Contractor shall provide training in basic hygiene, sanitation, food borne illness and food service delivery and management.

**COMPLIANCE OFFICE  
PURCHASING**

**Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com**

- 6.5. Supervision & training of paid staff: The Contractor shall provide all required training to staff.
7. Participation in Federal / State programs (include those that apply)
  - 7.1. Commodities
    - 7.1.1. Contractor agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. The Contractor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA donated commodities is subject to the following requirements:
      - 7.1.1.1. The Contractor will properly handle, store, and prepare all commodities.
      - 7.1.1.2. A weekly inventory shall be taken of all commodities by the Contractor. The shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity list due to spoilage, theft, or shrinkage, and the balance at the end of the week.
      - 7.1.1.3. Commodities received will be used solely for the benefit of those persons in the facilities.
      - 7.1.1.4. The Contractor shall credit to the County's invoice, the fair market value add "as determined by the USDA published rate") to each commodity item used for the period, deducting therefrom, shipping and handling charges actually incurred.
    - 7.1.2. NCCHC (National Commission on Correctional Health Care) accreditation
      - 7.1.2.1. The Sheriff's Office is currently accredited by NCCHC.
      - 7.1.2.2. Contractor shall provide services within the NCCHC standards.

## **II. Responsibility of County**

1. The Sheriff's Office and/or County shall be responsible for and provide:
  - 1.1. Accurate and timely orders for the number of meals to be served to inmates, correctional officers, and staff within two (2) hours of the time for meals to be served.
  - 1.2. Provide adequate ingress and egress to all production areas.
  - 1.3. Adequate heat, lights, ventilation, and all other utilities.
  - 1.4. Extermination services and removal of trash and garbage from loading dock areas.
  - 1.5. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The county's maintenance does not include day to day cleaning operations in the kitchen area.
  - 1.6. Adequate preparation, storage, and holding equipment and maintenance for same. available number of inmates for certain kitchen duties.
  - 1.7. Security, control, and limitation of inmate movement into and out of the food service area, including physical security of employees, suppliers, and other authorized visitors.
  - 1.8. Maintain kitchen appliances and equipment.

**Inmate Commissary Service**

**Contractor will be expected to provide the following services as part of the commissary program:**

1. Service Requirements
  - 1.1. The Contractor will provide, purchase and maintain custody of inventory items mutually agreed upon between the Contractor and the County. Provision of service must be onsite.
  - 1.2. The Contractor will provide a check for the commissions reflecting each month's activity within thirty (30) days after the end of that month, using agreed upon calculations.
  - 1.3. The Contractor will provide packages of basic need items to those inmates who are "indigent" as designated by the County. These packages shall be provided at Contractor's cost and the cost will be deducted from commissary gross receipts. Contractor will credit local trade discounts to the County, however, cash discounts or discounts not exclusively related to ARAMARK's operation at the County's facilities shall not be credited to the County.
  - 1.4. The Contractor will furnish all personnel and equipment required to operate the commissary at all current and future County correctional facilities as required by the County. Contractor shall assume full responsibility for the acts of its personnel, all of whom shall be subject to background checks and approval by Sheriff's personnel.
  - 1.5. The Contractor shall provide an on-site manager to oversee the commissary operation and will interact with designated Sheriff's liaison.
  - 1.6. The Contractor shall provide for refunds for orders not delivered to inmates who are being released or are otherwise unavailable to receive merchandise.
  - 1.7. The Contractor shall provide a commissary order form listing all approved items and prices.
  - 1.8. The delivery schedule must be mutually agreed upon between the Contractor and Sheriff's personnel, and may be subject to change. Delivery will be accomplished by Contractor personnel.
  - 1.9. Contractor shall provide twelve (12) housing unit infoLink kiosks. Those kiosks shall remain the property of ARAMARK throughout the term of this Contract and upon expiration or termination of the Contract, ARAMARK shall remove the kiosks from the County's facility.
2. Computerized Commissary System Requirements
  - 2.1. It shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. It must allow for both scheduled and unannounced audits.
  - 2.2. Contractor shall be responsible for long distance telephone service.
  - 2.3. Contractor shall install such computer hardware and related equipment (collectively "Computer Equipment") as necessary to support Contractor's commissary operations.
  - 2.4. Contractor shall remove all Computer Equipment upon the expiration or termination of this Agreement.
  - 2.5. Contractor shall be responsible to support and maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement.





**County Responsibilities**

A. The County shall provide:

1. The County shall, at its expense, provide Contractor with office and storage space at the Facility.
2. The County shall, at its expense, run cable and wiring, and shall perform such systems integration, as necessary to enable the housing unit kiosks to function.
3. The County Shall provide adequate ingress and egress to all commissary services areas.
4. The County shall provide adequate heat, lights, ventilation, and all other utilities.
5. The Parties will agree to a delivery schedule that works in the best interest of Jail

B. Correctional Officers assigned to the housing areas will provide access for delivery of each inmate's commissary order.

C. The Contractor shall return to the County at the conclusion of the contract all commissary storage areas and all equipment furnished by the County in the condition in which it was received, except for ordinary depreciation.

**Pricing**

**Inmate Food Service**

Hot Breakfast, Hot Lunch, and Cold Dinner Menu Option (See Attached Menu):

- Year 1 \$0.739 per meal
- Year 2 \$0.758 per meal
- Year 3 \$0.777 per meal
- Year 4 \$0.797 per meal
- Year 5 \$0.817 per meal

**Price per meal will be the same for all meals served with in the facility.**

**Commissary Service**

Commissary Commission: Contractor shall pay 50.50% Commission Percentage of gross receipts.

iCare Commission: Contractor shall pay 45% Commission Percentage of gross receipts.

Fresh Favorites Commission: Contractor shall pay 35% Commission Percentage of gross receipts.

Contractor must provide to the OCSO a monthly statement that details the amount of revenue it has received from the iCare program and the Fresh Favorites program.



### **Commissary Definitions**

For combined food and commissary service, contractor provides a commission rate of 50.5 percent of actual commissary sales; 45 percent of icare sales; and 35 percent of FreshFavorites sales.

Fresh Favorites is the Contractor's program that provides offenders with an opportunity to buy take-out restaurant style food that includes must is not limited to pizza, burritos, nachos, hot wings, hamburgers, and chocolate chip cookies.

iCare is the contractor's on-line purchase program that provides the offender's friends and family the opportunity to purchase and send gift packages.

### **Financial Commitment**

In lieu of a capital investment, the County has requested and the Contractor has agreed to reduce the cost per meal by .01 which is reflected in the meal pricing above.