



CITY OF ANN ARBOR, MICHIGAN

301 E. Huron St., P.O. Box 8647 • Ann Arbor, Michigan 48107-8647

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TO: Milton Dohoney, Jr., City Administrator
FROM: Doug Forsyth, Safety Manager
DATE: December 28, 2022
SUBJECT: Professional Services Agreement for Henry Ford Health System

Dear Mr. Dohoney,

Please find following a professional services agreement for Henry Ford Health System (Henry Ford) for on-site occupational medical surveillance testing services. The Safety Unit issued an RFP to evaluate prospective bidders in October of 2022 and provided notice of intent to award to Henry Ford pending City Council approval to provide health screening and testing services as required by occupational health regulations. These services include annual audiograms, respiratory user clearance and fit testing, tuberculosis screening, etc. for several Services areas including Safety Services, Public Services and Community Services.

Henry Ford has provided these services since 2017 and have successfully met its contract obligations to date.

Please do not hesitate to contact me if you have any questions or concerns, or if the included documents meet your expectations, please sign as indicated.

Regards,

Douglas Forsyth
Safety Manager
City of Ann Arbor
734-794-6000 x 43115
DForsyth@a2gov.org

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
HENRY FORD HEALTH
AND THE CITY OF ANN ARBOR
FOR ON-SITE OCCUPATIONAL MEDICAL SURVEILLANCE SERVICES**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Henry Ford Health System d/b/a Henry Ford Health ("Contractor"), a Michigan non-profit corporation, with its address at One Ford Place, Department of Occupational Health, Suite 2F, Detroit, Michigan 48202. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means City Administrator's Office, Safety Unit.

Contract Administrator means Safety Unit, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means On-Site Occupational Medical Surveillance Services (RFP 22-72).

II. DURATION

Contractor shall commence performance on January 23, 2023 ("Commencement Date"). This Agreement shall remain in effect until January 23, 2026 unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

This Agreement may be renewed up to for two additional two-year terms on the same terms and conditions upon mutual agreement of the Parties ("Renewal Term"). The City shall provide written notice of its intent to exercise its right to renew to the Contractor at least sixty days prior to the expiration of the Original Term.

III. SERVICES

- A. The Contractor agrees to provide on-site occupational medical surveillance services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted

accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Other than for professional, general, and umbrella liability insurance, any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.
- C. Confidentiality and the Health Insurance Portability and Accountability Act (HIPAA)
The Contractor must be in compliance with applicable confidentiality laws including the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, to the extent that this act and these regulations are pertinent to the services provided under this contract. These requirements include:
1. The Contractor must not share any protected health or other protected data and information provided by the City or any other source that falls within HIPAA, and/or 42 CFR Part 2.
 2. The Contractor must use protected data and information only for the purpose of this contract. The Contractor shall not share any protected information without written release from the city.
 3. The Contractor must have written policies and procedures addressing the use of protected data and information that fall under HIPAA and 42 CRF Part 2. These policies and procedures must meet all applicable federal requirements, including HIPAA and 42 CFR part 2. These policies must include reporting procedures to the Contract Administrator any unauthorized use or disclosure of protected data and information that falls under HIPAA and 42 CFR Part 2.
 4. Failure to comply with any of these contractual requirements may result in the termination of this contract and liability for any claim, loss, or damage relating to unauthorized use or disclosure of protected data and information received by the Contractor.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.

- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- F. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City, such consent to not be unreasonably withheld. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the

breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

- B. Either party may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Henry Ford Health
Department of Public Health
One Ford Place, Suite 2F
Detroit, Michigan 48202
Attn.: Susan Greene, Director

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Doug Forsyth, Safety Manager
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR _____

Henry Ford Health (Contractor Name)

By _____

Name: _____

Title: _____

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Milton Dohoney Jr., City Administrator

Doug Forsyth, Safety Manager

Approved as to form and content

Atleen Kaur, City Attorney

EXHIBIT A SCOPE OF SERVICES

General

Contractor agrees to provide on-site occupational medical surveillance services that ensure that select employees meet occupational medical requirements set forth by MIOSHA/OSHA regulations.

On-site clinical services provided through Contractor's Mobile Health One Unit as described in Contractor's Proposal, dated October 26, 2022.

Medical screening services provided to City of Ann Arbor's designated employees under the management of Paula Miller, Supervisor, Henry Ford Occupational Health's Mobile Services.

Ms. Miller and the City of Ann Arbor Safety Unit will coordinate services delivery dates and time. Contractor agrees scheduling will accommodate all shifts and Services rendered with the minimal disruption of day-to-day work activities.

Services

The scope of on-site services to be provided includes:

- Respirator User Medical Clearance, including;
 - Deliver and review OSHA Respirator User Medical Evaluation Questionnaire
 - Pulmonary function tests
 - Quantitative respirator fit testing
- Audiometric Testing
- Tuberculosis Screening
- Hepatitis B Vaccination and Titer Testing
- Hepatitis A Vaccination and Titer Testing
- Flu Vaccine Administration

All testing will be performed by licensed and experience health care professionals as outlined in Contractor's proposal.

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

DAILY ON-SITE RATES

1. On-site testing using Henry Ford Mobile One Vehicle. Daily rates are for on-site activities only. Travel time, mileage, hotel, per diem etc. are not to be billed separately. Include any reporting costs within your daily rate based on a 10-hour on-site shift. If several options are available regarding the number of people that can be tested at once, provide additional pricing under B & C.
 - A. Daily rate \$ 1,900 per day, testing 1 person at a time. (Daily rate based on 10 hours on site).
 - B. Daily rate \$ 2,550 per day, testing 2 people at a time. (Daily rate based on 10 hours on site).

2. On-site testing using city facilities. Daily rates are for on-site activities only. Travel time, mileage, hotel, per diem etc. are not to be billed separately. Include any reporting costs within your daily rate.
 - A. Daily rate \$1,025 conducting audiometric or other testing with one staff (daily rate based on 10 hours onsite.)
 - B. Daily rate \$2,050 conducting audiometric or other testing with two staff (daily rate based on 10 hours onsite.)
 - C. Each additional staff to facilitate testing is \$650 per day (daily rate based on 10 hours on-site)
 - D. When audiometric testing is not needed, the daily rate per staff is \$650 to provide other testing (PFTs, fit testing, TB testing, vaccination, etc.), in addition to pricing in itemized pricing in section 5.
 - E. Administrative support staff for non-clinical needs will be charged at \$35/hour

Fees included travel time, mileage, overtime, shift differential. The average salaries for Contractor's employees are: Physician (\$160 per hour), Registered nurse (\$60 per hour), Medical Assistant (\$26 per hour), Mobile Manager (\$35 per hour).

3. Data Processing. Data will be provided electronically, via email, usb flash drive, or computer disc.
 - A. Historic data processing per file rate: \$ no charge.
 - B. Local clinic data processing per file rate: \$ no charge.

4. Pricing for the delivery and review of respirator user medical questionnaire:

- A. Medical questionnaire delivery and review rate of \$18 per person. Method of delivery is paper or online or a combination of the both, based upon the preference of the City of Ann Arbor Safety Representative.
- 5. Cost for equipment, supplies to deliver TB testing, Hepatitis A and B vaccination and titer testing:
 - A. Rate \$40 for each TB skin test injection
 - B. Rate \$100 (Quanteferon) for each TB blood test (includes TB Questionnaire)
 - C. Rate \$108 for each Hepatitis A Vaccination (per shot)
 - D. Rate \$69 for each Hepatitis A titer test
 - E. Rate \$80 for each Hepatitis B Vaccination (per shot)
 - F. Rate \$69 for each Hepatitis B titer test
 - G. Rate \$35 for each flu shot vaccination

EXHIBIT C

INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. In the event coverage is on a claims-made basis, Contractor will ensure tail-coverage is in place for an appropriate amount of time to cover all claims that could arise out of services provided under this Agreement. Further, the following minimum limits of liability are required:

\$1,000,000	Each claim as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
-
- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
 - C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

City of Ann Arbor Business Associate Agreement

This Business Associate Agreement ("Agreement") dated as of January 3, 2023 (The "Effective Date") between City of Ann Arbor, MI including any business unit, subsidiary or affiliate ("Covered Entity"), and Henry Ford Health System ("Business Associate").

WHEREAS, Business Associate may create, receive, maintain or transmit protected health information on behalf of Covered Entity in connection with Business Associate's performance of its obligations under any and all prior, existing and future agreements and arrangements between the parties (collectively, the "Underlying Agreement"); and

WHEREAS, the parties wish to ensure the confidentiality and security of protected health information in accordance with applicable law, including, without limitation, HIPAA, HITECH and the HIPAA Regulations.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

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

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have under HIPAA, HITECH and the HIPAA Regulations.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1. Use or Disclosure. Business Associate agrees not to use or disclose protected health information ("PHI") created, received, maintained or transmitted by Business Associate on behalf of Covered Entity other than as expressly set forth herein or as required by law.

2.2. Safeguards. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. To the extent Business Associate creates, receives, maintains or transmits Electronic PHI, Business Associate shall comply with Subpart C of 45 CFR Part 164 (the Security Rule), as applicable.

2.3. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect caused by Business Associate in violation of this Agreement of which Business Associate becomes aware.

2.4. Reporting. Business Associate agrees to notify Covered Entity in writing of any use or disclosure of PHI other than as provided for herein of which it becomes aware, including breaches of Unsecured PHI as required by 45 CFR §164.410, or any Security Incident of which it becomes aware, as promptly as possible, but in no event later than five (5) business days of Business Associate's discovery thereof. All notifications shall be sent to:

Business Associate Agreement
City of Ann Arbor
301 E. Huron St
Ann Arbor, MI 48104
Attn.: Safety Unit Manager

and shall identify the individuals whose PHI has been or is reasonably believed to have been breached; state the date(s) of the breach and its discovery; describe the steps taken to investigate the breach, mitigate its effects and prevent future breaches; the sanctions imposed on members of the Business Associate's workforce involved in the breach; and any other available information that Covered Entity is required to include in notification to the individual under 45 CFR § 164.404(c). Business Associate may immediately report such incidents to Covered Entity by calling 888-434-3044 and providing the written notification required herein. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known by Business Associate as provided under 45 CFR §164.410(a)(2).

Business Associate agrees to provide the Covered Entity with any reports necessary for the Covered Entity to respond to any inquiries pursuant to an investigation within forty-eight (48) hours of the request unless extended by covered entity.

2.5. Subcontractors and Agents. Business Associate shall enter into agreements with its subcontractors and agents which create, receive, maintain or transmit PHI on its behalf which impose upon the subcontractors and agents the obligations, restrictions, and requirements of Business Associate set forth herein. Furthermore, if Business Associate learns of a pattern, activity or practice of a subcontractor or agent that is a material violation of Business Associate's obligations under this Agreement, Business Associate agrees to take reasonable steps to cure the breach or end the violation, and if such steps are not successful, to terminate the sub-contract or arrangement or, if termination is not feasible, Business Associate shall report the situation to the Covered Entity.

2.6. Access. In the event an individual makes a request to Business Associate for access to his/her PHI, Business Associate shall forward the request to Covered Entity within five (5) business days of receipt of such request, so that Covered Entity can respond to such Individual in accordance with 45 CFR § 164.524. Any denial of an Individual's request for access to his/her PHI shall be the responsibility of Covered Entity. In the event Covered Entity requests access to an Individual's PHI which Business Associate maintains in a Designated Record Set, Business Associate shall provide Covered Entity with access thereto for so long as such information is maintained in the Designated Record Set.

2.7. **Amendment.** Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F. R. §164.526 at the request of Covered Entity or an Individual, and within five (5) business days of receipt of such request.

2.8. **Audit and Inspection.** Within five (5) business days of a written request by Covered Entity, Business Associate agrees to make its internal practices, books and records relating to the use, protection and disclosure of PHI available to Covered Entity, Covered Entities Designee and/or the, Secretary of the United States Department of Health and Human Services or his/her designee (the "Secretary") for the purposes of determining Covered Entity's compliance with the HIPAA Regulations, in the time and manner designated by the Covered Entity or the Secretary. In addition, Business Associate agrees at the Covered Entity's request to provide an annual copy of an independent assessment report of their control environment at the Business Associate's own expense.

2.9 **Documentation of Disclosure.** Business Associate agrees to comply with the requirements governing documentation of disclosures of PHI and any information related to such disclosures as are imposed upon Covered Entity under 45 CFR § 164.528.

2.10 **Accounting.** Business Associate agrees to provide to Covered Entity or an Individual information compiled by Business Associate in accordance with Section 2.1. Hereof, in the time and manner designated by the parties. Business Associate will provide the first request for information at no charge and subsequent requests, for a reasonable cost-based fee (under conditions permitted by HIPAA if an Individual requests an accounting more than once during a twelve month period).

2.11 **Compliance with the Privacy Rule.** To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s), including the minimum necessary requirements.

2.12 **Reimbursement for Costs of Notification.** Business Associate agrees to reimburse Covered Entity for all costs incurred by Covered Entity in providing the notification required by 45 CFR Part 164, Subpart D and monitoring the credit of individuals who are the subject of a Breach. Such reimbursement shall be made within thirty (30) days after Covered Entity's submission to Business Associate of an invoice accompanied by supporting documentation.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this Agreement:

3.1. **General Use and Disclosure Provisions.** Business Associate may use or disclose PHI on behalf of Covered Entity or to perform its obligations under the Underlying Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered

Entity or is permitted under Section 3.2 hereof.

3.2. Specific Use and Disclosure Provisions. Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to meet its legal responsibilities, provided the disclosures are Required by Law, or Business Associate obtains from the recipient of the PHI assurances that the information will remain confidential, will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to recipient, and the recipient will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3. Report Violations. Business Associate may use and disclose PH I to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.5020(1).

3.4. Data Aggregation. Business Associate may use and disclose PHI it receives to provide Data Aggregation services for the healthcare operations of Covered Entity provided that Business Associate notifies Covered Entity in advance of its intended Data Aggregation Services.

OBLIGATIONS OF COVERED ENTITY

3.5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or that is not otherwise expressly permitted under this Agreement.

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

3.7. 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 under this Agreement.

3.8. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate 's use or disclosure of PHI under this Agreement.

TERM AND TERMINATION; EFFECT OF TERMINATION

4.1. Term and Termination. This Agreement shall be effective as of the Effective Date and shall continue for the term of the respective Underlying Agreement. Notwithstanding ng the foregoing, in the event Covered Entity determines Business Associate has violated a material term of this Agreement, Covered Entity may, at its option, provide Business Associate with thirty (30) days' notice and an opportunity to cure the violation. If cure is unfeasible, Covered Entity may, at its option, terminate the Underlying Agreement, in which event this Agreement

shall automatically terminate. Covered Entity may terminate this Agreement effective immediately, if

(i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, HITECH, or other security or privacy laws or (ii) there is a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, HITECH, or other security or privacy laws in any administrative or civil proceeding in which Business Associate is involved.

4.2. Effect of Termination. Upon termination of this Agreement and/or the respective Underlying Agreement to which it relates, Business Associate shall return or destroy all PHI that Business Associate or its subcontractors or agents created, received, maintained or transmitted on behalf of Covered Entity, provided, if Business Associate determines that returning or destroying the PHI is not feasible, Business Associate will notify Covered Entity in writing of such determination and the specific reasons for such determination, and Business Associate shall comply with the obligations and restrictions on use and disclosure of PHI for so long as Business Associate maintains such PHI. If it is infeasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of such subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, obligations and restrictions contained in the subcontractor's or agent's agreement as provided in Section 2.5 hereof. The obligations set forth herein shall survive the termination or expiration of this Agreement and/or the respective Underlying Agreement.

MISCELLANEOUS

5.1 Regulatory References. A reference in this Agreement to a section in HIPAA, HITECH and the HIPAA Regulations means the section as in effect or as amended from time to time, and for which compliance is required.

5.2 Amendment; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in writing duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. Notwithstanding the foregoing, in the event a change in any federal or state law or regulation governing PHI requires an amendment to this Agreement to ensure Covered Entity's ongoing compliance with such law or regulation, Business Associate agrees that Covered Entity may amend this Agreement, in its sole discretion, upon thirty (30) days' written notice to Business Associate.

5.3 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, HITECH, the HIPAA Regulations, and any other applicable law protecting the privacy, security and confidentiality of PHI. To the extent that any provision of this Agreement conflicts with the provisions of the Underlying Agreement or any other agreement or understanding between the parties, this Agreement shall control.

5.4 State Law. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI in violation of Michigan State law.

5.5 Indemnification. Business Associate shall indemnify and hold harmless Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Business Associate in performance of its obligations hereunder.

5.6 Injunctions. Covered Entity and Business Associate agree that any violation of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

BUSINESS ASSOCIATE

Signature

Printed Name

Title

Date

COVERED ENTITY

Doug Forsyth, Safety Manager

Date

Milton Dohoney Jr., City Administrator

Date

ATTACHMENT C

CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Henry Ford Health

Company Name

Susan Greene

10-26-2022

Signature of Authorized Representative

Date

Susan Greene, Director, Occupational Health

Print Name and Title

One Ford Place, Suite 2F, Detroit, MI 48202

Address, City, State, Zip

313-874-4284 sgreene1@hfhs.org

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor

(734) 794-6500

Revised 3/31/15 Rev. 0

NDO-2

ATTACHMENT D

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [] No. of employees__

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.82/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

Check the applicable box below which applies to your workforce
[] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
[X] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
(c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
(d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
(e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Henry Ford Health
Company Name

One Ford Place, Suite 2F
Street Address

Susan Greene 10-26-2022
Signature of Authorized Representative Date

Detroit, MI 48202
City, State, Zip

Susan Greene, Director, Occupational Health
Print Name and Title

313-874-4282 sgreene1@hfhs.org
Phone/Email address



ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee
	<input type="checkbox"/> Interest in vendor's company
	<input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Henry Ford Health	313-874-4284	
Vendor Name	Vendor Phone Number	
<i>Susan Greene</i>	10-26-2022	Susan Greene
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

ATTACHMENT F
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/departments/city-clerk

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual has a grievance alleging violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2022 - ENDING APRIL 29, 2023

\$14.82 per hour

If the employer provides health care benefits*

\$16.52 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**