SECTION B: BUSINESS ASSOCIATE AGREEMENT – HIPAA

This Business Associate Agreement is entered into as of _____, 20____ ("Effective Date"), by and between the Detroit Area Agency on Aging ("Covered Entity") and: _____ _____("Business Associate").

Agency Name

WITNESSETH:

WHEREAS, Covered Entity has entered, or will enter into an agreement (the "Underlying Agreement") with Business Associate, whereby Business Associate has agreed to provide certain services to Covered Entity.

WHEREAS, to provide such services to the Covered Entity, Business Associate must have access to certain protected health information ("Protected Health Information" or "PHI"), as defined in the Standards for Privacy of Individually identifiable Health Information (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Genetic Information Nondiscrimination Act of 2008 ("GINA");

WHEREAS, to comply with the requirements of the Privacy Standards, HIPAA, and HITECH, Covered Entity must enter into this Business Associate Agreement with Business Associate.

WHEREAS, the provisions of this Agreement shall override, supersede, and control over any conflicting provision of the Underlying Agreement, provided that all non-conflicting provisions of the Underlying Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

I. Definitions

All capitalized terms in this Business Associate Agreement that are not defined by this Business Associate Agreement have the meaning ascribed to them by 45 C.F.R. Parts 160-164 or in the HITECH Act.

(a) Breach. "Breach" shall have the same meaning as the term "Breach" in 45 CFR § 164.402.

(b) Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103.

(c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, subparts A and E.

(e) Protected Health Information (PHI). "Protected Health Information (PHI)" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of a covered entity, including from any other business associate of Covered Entity. As used herein, the term "business associate" in lower case letters shall have the same meaning as the term "business associate" in 45 CFR §160.103.

(f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

(g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(h) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.

(i) Security Rule. "Security Rule" shall mean the Security Standards and Implementation Specifications in 45 CFR Part 160 and Part 164, subpart C.

(j) Transaction. "Transaction" shall have the meaning given the term "transaction" in 45 CFR §160.103.

(k) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402.

II. Safeguarding Privacy and Security of Protected Health Information

(a) Permitted Uses and Disclosures. Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on Covered Entity's behalf or receives from Covered Entity (or another business associate of the Covered Entity) and to request Protected Health Information on Covered Entity's behalf (collectively, "Covered Entity's Protected Health Information") only:

(i) **Functions and Activities on the Covered Entity's Behalf.** To perform those services referred in the established services agreement.

(ii) **Business Associate's Operations.** For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of Covered Entity's Protected Health Information, either:

(A) the disclosure is Required by Law; or

(B) if before the disclosure, Business Associate obtains from the person or entity to which the disclosure is to be made reasonable assurance, evidenced by written contract, that the person or entity will:

(1) Hold Covered Entity's Protected Health Information in confidence and use or further disclose Covered Entity's Protected Health Information only for the purpose for which Business Associate disclosed Covered Entity's Protected Health Information to the person or as the person or entity is Required by Law; and

(2) notify Business Associate within two (2) business days of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's Protected Health Information was breached.

(iii) **Minimum Necessary.** Business Associate's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, pursuant to 45 CFR § 164.502, unless excepted by HIPAA and as required by the HITECH Act, any uses or disclosures of Protected Health Information shall be limited to the Minimum Necessary.

(b) Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate the Privacy Rule, the Security Rule, or the HITECH Act if done by Covered Entity.

(c) Information Safeguards.

(i) Privacy of the Covered Entity's Protected Health Information. Business Associate will maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this Agreement.

(ii) Security of the Covered Entity's Electronic Protected Health Information. As required by the Security Rule and the HITECH Act, Business Associate will maintain, and use reasonable and appropriate administrative, technical, and physical safeguards to protect against reasonably anticipated threats or hazards to, and to ensure the security and integrity of, Protected Health Information; to protect against reasonably anticipated unauthorized use or disclosure of Protected Health Information; and to reasonably safeguard Protected Health Information from any intentional or unintentional use or disclosure in violation of this Business Associate Agreement.

(iii) Policies and Procedures. Business Associate shall maintain written policies and procedures, conduct risk analyses, and train and discipline its workforce in accordance with the Privacy Rule, the Security Rule, and the HITECH Act.

(d) Subcontractors and Agents. Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Agreement or in writing by Covered Entity to disclose Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide reasonable assurance, evidenced by a written contract pursuant to 45 CFR § 164.308, that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health

Information and/or Electronic Protected Health Information that are applicable to Business Associate under this Agreement, including reasonable and appropriate safeguards to protect it. Upon request of Covered Entity, Business Associate will provide to Covered Entity a copy of such written contract, or such portion thereof as documents Business Associate's compliance with this paragraph.

(e) Prohibition on Sale of Records. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that expressly specifies that his/her Protected Health Information can be further exchanged for remuneration by the entity receiving the individual's Protected Health Information.

(f) Penalties For Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule, as amended by the HITECH Act.

III. Obligations of the Covered Entity

Covered Entity shall notify the Business Associate of:

(a) Any limitation(s) in its 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 Protected Health Information.

(b) Any changes in, or revocation of, permission by an Individual to use or disclose his/her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information; and

(c) Any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. Permissible Requests by the Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

V. Individual Rights

(a) Access. Business Associate will, within ten (10) calendar days following Covered Entity's request, make available to Covered Entity or, at Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of Covered Entity's Protected Health Information about the individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR §164.524.

If Protected Health Information is held in an Electronic Health Record then, pursuant to 45 CFR § 164.502 and when requested by the individual, Business Associate shall provide a copy of such individual's Protected Health Information in an electronic format to Covered Entity or, if Covered Entity expressly

requests in writing either: (i) directly to the individual or (ii) if the individual so chooses, directly to an entity or person designated by the individual, provided that the individual's choice is clear, conspicuous, and specific.

(b) Amendment. Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit the Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 CFR §164.526.

(c) Disclosure Accounting. To allow Covered Entity to meet its disclosure accounting obligations under 45 CFR §164.528.

(i) Disclosures Subject to Accounting. Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

(ii) Disclosures Not Subject to Accounting. Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.

(iii) Disclosure Information. With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) **Disclosure Information Generally.** Except for repetitive disclosures of Covered Entity's Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which Business Associate made the disclosure, (3) a brief description of Covered Entity's Protected Health Information disclosed, (4) a brief statement of the purpose of the disclosure, and (5) any additional information to the extent required by the HITECH Act and any accompanying regulations.

(B) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (1) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (2) the frequency, periodicity, or number of the repetitive accountable disclosures; and (3) the date of the last repetitive accountable disclosures.

(iv) Availability of Disclosure Information. Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within fourteen (14) calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by the HHS with

respect to disclosures related to an Electronic Health Record, Business Associate shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual, and shall also provide a copy of such accounting to Covered Entity.

(d) Restriction Agreements and Confidential Communications. Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

VI. Breaches and Security Incidents

(a) Reporting.

(i) **Privacy or Security Breach.** Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. Business Associate will treat the Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to Covered Entity's Privacy **Official not more than five (5) business days after Business Associate learns of such non-**permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period specified in 45 CFR §164.412. Otherwise, in accordance with 45 CFR §164.404, Business Associate's report will at least:

(A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of the Breach;

(B) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other information were involved) on an individual basis;

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted use or disclosure;

(D) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further breaches.

(E) Identify what steps the individuals who were subject to a Breach should take to protect themselves.

(F) all other information required, by the HITECH Act and any accompanying regulations, to be reported by a Business Associate to a Covered Entity or by a Covered Entity to the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such Breach; and

(G) Provide such other information, including a written report, as Covered Entity may reasonably request.

(ii) **Security Incidents and Unsuccessful Attempts.** Business Associate will report to Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report once per month, except if any such security incident resulted in a disclosure not permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth in paragraph VI(a)(i), above.

(iii) In the event notification to Individuals or the Secretary is required under the HITECH Act or any accompanying regulations, Business Associate will prepare and deliver such notification to Individuals and/or the Secretary on Covered Entity's behalf, only if Covered Entity specifically authorizes and requests, in writing, that Business Associate do so. Such notifications to Individuals or the Secretary will be consistent with the notification content requirements established in the HITECH Act and any accompanying regulations.

(iv) Anything in this Agreement or in Underlying Agreement to the contrary notwithstanding, Business Associate shall be solely responsible for, and shall indemnify and hold Covered Entity (including Covered Entities, officers, directors, employees and representatives other than Business Associate) harmless from and against, any all costs, of every type and nature, incurred in preparing and delivering any Breach notification referenced in paragraph VII(a)(iii) of this Business Associate Agreement, or as the result of such Breach notification.

VII. Term and Termination

(a) Term. The term of this Agreement shall commence on the Effective Date, and shall terminate when all Protected Health Information provided to Business Associate by Covered Entity or another of Covered Entity's business associates, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected Health

Information, protections are extended to such information, in accordance with the termination provisions in this section.

(b) Right to Terminate for Cause.

(i) Covered Entity may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement, and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective upon the expiration of the aforementioned thirty-day period or at such other date specified in Covered Entity's notice of termination.

(ii) Covered Entity may terminate this Business Associate Agreement and the Underlying Agreement effective immediately upon written notice to Business Associate if Business Associate has breached a material term of this Business Associate Agreement and cure is not possible.

(c) Return or Destruction of Covered Entity's Protected Health Information as Feasible.

Upon termination or other conclusion of this Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all of Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's Protected Health Information. This provision also shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Further, Business Associate shall require any such subcontractor or agent to certify to Business Associate that it has returned to Business Associate (so that Business Associate may return it to Covered Entity) or destroyed all such information which could be returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

***(d)* Procedure When Return or Destruction Is Not Feasible.**

As promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement, Business Associate will identify all of Covered Entity's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. To the extent return or destruction of PHI is not feasible, Business Associate's duties, rights, and obligations with respect to Covered Entity's Protected Health Information will continue in full force and effect after the termination of this Business Associate Agreement or the Underlying Agreement.

***(e)* Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement and/or the Underlying Agreement.

VIII. Miscellaneous Provisions

(a) Definitions. All capitalized terms in this Business Associate Agreement that are not defined by this Business Associate Agreement will have the meaning ascribed to them by 45 C.F.R. Parts 160-164 or in the HITECH Act.

(b) Inspection of Internal Practices, Books, and Records. Business Associate will cooperate with, and make its internal practices, books, and records relating to its use and disclosure of Covered Entity's Protected Health Information available to Covered Entity and to HHS to determine compliance with the Privacy Rule, HIPAA, and HITECH. Business associate will have a business continuity plan that identifies how business will continue in the event of a cyber-attack.

(c) Amendment to Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS with respect to Protected Health Information, Standard Transactions, the security of Electronic Protected Health Information, or other aspects of HIPAA or the HITECH Act applicable to this Agreement or the Underlying Agreement, or that affects Business Associate's or Covered Entity's obligations under this Agreement, this Agreement will automatically be deemed amended such that the obligations imposed on Business Associate and Covered Entity remain in compliance with the final regulation or amendment to the final regulation. Further, the Covered Entity may amend the Agreement from time to time by posting an updated version of the Addendum on the Agency's website at: Detroit Area Agency on Aging | Detroit Senior Solution and providing the Business Associate electronic notice of the amended Agreement. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Covered Entity of its non-acceptance within 30 days of the Covered Entity's notice referenced herein. Any agreed alteration of the then current Agreement shall have no force or effect until the agreed alteration is reduced to a contract amendment and signed by the Covered Entity and the Business Associate.

(d) No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties other than Covered Entity's clients.

(e) Regulatory References. A reference in this Business Associate Agreement to a section in HIPAA, the Privacy Rule, the Security Rule, or the HITECH Act means the section as amended and in effect.

(f) Survival. The respective rights of Covered Entity and obligations of Business Associate under Article VI and VII of this Agreement shall survive the expiration or termination of this Agreement for any reason, along with any other provisions which by their nature are meant to survive termination, including but not limited to Article VIII (j)(k) and (l).

(g) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act. The provisions of this Agreement shall override, supersede, and control over any conflicting provision of the Underlying Agreement, provided that all non-conflicting provisions of the Underlying Agreement shall remain in full force and effect.

(h) Notices. All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing in accordance with this paragraph.

(i) Entire Agreement; Modification. This Business Associate Agreement represents the entire agreement between Business Associate and Covered Entity relating to the subject matter hereof; provided, however, that all non-conflicting provisions of the Underlying Agreement remain in full force and effect. Except as specified in paragraph VIII(c) above, no provision of this Business Associate Agreement can be modified, except by a written document expressly referencing this Agreement and signed by duly authorized representatives of both parties.

(j) Indemnification. Anything in this Agreement or in Underlying Agreement to the contrary notwithstanding, Business Associate, for itself and its successors and assigns (collectively for purposes of paragraphs VIII(j) and VIII(k) only, "Indemnitors") and at Indemnitors' sole cost and expense, shall indemnify, defend, and hold Covered Entity and its respective officers, directors, shareholders, employees, successors and assigns (collectively for purposes of paragraphs VIII(j) and VIII(k) only, "Indemnitees") from and against, any and all actions, suits, damages, judgments, liabilities, costs, Losses and Expenses (as hereinafter defined) of any and every kind that in any way pertain to and/or arise out of any misrepresentation, breach of warranty, or other breach, by Business Associate or any other Indemnitor, of Business Associate's obligations under this Agreement. For the purpose of paragraphs VIII(j) and VIII(k), the term Losses and Expenses shall be deemed to include compensatory, exemplary and punitive damages; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; costs associated with Indemnitees' response to any Security Incident or Breach of Unsecured PHI, including required notification to Individuals and/ or the Secretary; settlement amounts; judgments; and all other costs associated with any of the foregoing Losses and Expenses.

(k) Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any subcontractors, employees and agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Indemnitees or any of them based upon a claimed violation of HIPAA, the Privacy Rule, the Security Rule, the HITECH Act and/or any other laws or regulations relating to security and privacy, except where Business Associate or its subcontractors, employees, or agents is named in the litigation as a party adverse to the Indemnitees**.**

(l) Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days after receiving such request.

(m) Injunctive Relief**.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to the Underlying Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

(n) Binding Effect. This Business Associate Agreement shall be binding upon the parties hereto and their successors and assigns.

In Witness Whereof, the parties hereto have caused this Agreement to be executed effective as of the Effective Date.

COVERED ENTITY:	**BUSINESS ASSOCIATE:**
Detroit Area Agency on Aging	_____ Agency Name
By: _____ Ronald Taylor	By: _____
Title: President and CEO	Title: _____
Address: 1333 Brewery Park Blvd. Suite 200 Detroit MI 48207-4544	Address: _____ _____ _____
Date: _____	Date: _____