

MEDICAL EXAMINER INVESTIGATOR PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Karen Woerner, an individual, whose address is 11361 Miller Rd., Swartz Creek, MI, (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on February 1, 2025 and shall be effective through September 30, 2025 (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$30,000.00. The Contractor must provide to the County invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Keith R. Rumbold, Administrator Genesee County Medical Examiner's Office** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business,

or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor obtains identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance and Indemnification

14.1 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

14.2 Insurance and Waivers

The contractor agrees to execute the "Sole Proprietor Workers' Compensation Release Form", attached as Exhibit B, and the "Release of

Auto Liability & Auto Physical Damage' form, attached as Exhibit C, and submit them to Katie Schoening, ARM. Genesee County Risk Manager, prior to beginning work under this contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

- 16.1.1. The Contract – This Professional Services Contract
- 16.1.2. Exhibit A – The Scope of Work
- 16.1.3. Exhibit B – Sole Proprietor Workers' Compensation Release Form
- 16.1.4. Exhibit C – Release of Auto Liability & Auto Physical Damage Form

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such a decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

Karen Woerner

COUNTY OF GENESEE

By: *Karen Woerner*
Karen Woerner

By: _____
Delrico Loyd, Chairperson
Board of County Commissioners

Date: 1-13-2025

Date: _____

EXHIBIT A

Description of the Services

The **Contracted Medical Examiner Investigator** conducts death investigations in cases of fatality where the death occurs outside of medical care, or the death is believed to be due to trauma. The medical examiner investigator will conduct death scene investigations, prepare detailed reports related to these investigations' and will interact with public safety entities, medical staff, family of the deceased to gather pertinent information regarding the circumstances surrounding the death. The death scene investigator will make death notifications to family members of the deceased; interviews witnesses and relatives of the deceased; and takes photographs of death scene, examines deceased for signs of injury or suspicious death. Communicates findings at death scene along with history and circumstances of death to the pathologist. The death scene investigator will also take photographs of the death scene and deceased along with completing electronic documentation in the time frame dictated by the Medical Examiner.¹

Payment will be made at the following rates. The investigator shall be paid at a rate of \$50.00 for a primary investigator 8-hour shift or \$30.00 for a back-up investigator 8-hour shift. Should either the primary and/or the back-up scene investigator receive a call during their shift they will receive \$100.00 per call instead of the \$50.00 or \$30.00 on-call shift pay.

¹ The information above is intended to be sufficient to identify the many duties that are assigned to this position and should not be interpreted to describe all of the duties of the contracted death scene investigator and may need to be performed.

EXHIBIT B
Sole Proprietor Workers' Compensation Release Form



GENESEE COUNTY
OFFICE OF FISCAL SERVICES

RISK MANAGEMENT DIVISION
1101 Beach Street, 3rd Floor Flint, Michigan 48502
Phone: (810) 257-2628 Fax (810) 257-3502

COUNTY OF GENESEE
SOLE PROPRIETOR WORKERS' COMPENSATION RELEASE FORM

I, Karen Woerner, as an independent contractor performing work and/or services for the County of Genesee, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the County of Genesee under this contract (_____).

I am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to indemnify any and all claims against the County and to hold harmless the County of Genesee from any and all injuries or illnesses that I may sustain during the course or as a result of this contract.

I hereby agree to notify the County of Genesee in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance or work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Karen Woerner
Karen Woerner (Jan 13, 2025 11:47 EST)

Signature (contractor)

Witness (other than relative)

13/01/2025

Date

1-17-25

Date

1/14/2016

EXHIBIT C
Release of Auto Liability & Auto Physical Damage Form



GENESEE COUNTY
OFFICE OF FISCAL SERVICES

RISK MANAGEMENT DIVISION
1101 Beach Street, 3rd Floor Flint, Michigan 48502
Phone: (810) 257-2628 Fax (810) 257-3502

RELEASE OF AUTO LIABILITY & AUTO PHYSICAL DAMAGE

As an independent contractor performing work and/or services for Genesee County, I understand that I am not an employee of the County and further understand that I assume all auto liability and physical damage for all vehicles used during the duration of the contract with Genesee County.

☐ I, Karen Woerner have also provided proof of auto liability and physical damage coverage to Genesee County Risk Management.

Dated this 13 day of January, 2025.

Signature Karen Woerner
Karen Woerner (Jan 13, 2025 11:47 EST)

Witness [Signature]







SERVICES CONTRACT

Final Audit Report

2025-01-13

Created:	2025-01-09
By:	Kieth Rumbold (KRumbold@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAReXaAI9calmEO7pJJuGg_ylebTxxvUB

"SERVICES CONTRACT" History

-  Document created by Kieth Rumbold (KRumbold@geneseecountymi.gov)
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-  Document e-signed by Karen Woerner (keltic@lentel.com)
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-  Agreement completed.
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A company of The Hanover Insurance Group

NAIC: 10395

Michigan Auto Insurance Identification Card



Policy Information

Insured Name	Insured Address	Policy Number	Effective Date	Expiration Date
ERIC WOERNER, KAREN WOERNER	11361 MILLER RD SWARTZ CREEK MI 48473	A6H D654258 06	08/01/2024	08/01/2025



Agency Information

Agency Name
HALLMARK AGENCY, INC.



Vehicle Details

Vehicle VIN	Vehicle Make	Vehicle Model	Vehicle Year
JM3KFBCM7N1573827	MAZD	CX-5	2022