

## 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 **Tarrie Franke, ANP-BC**, a Michigan sole proprietor, whose principal place of business is located at **5600 Delmas Road, Clarkston, MI 48348** (the "Contractor") (the County and the Contractor together, the "Parties").

### 1. Agreement and Authority

Execution of this Agreement is authorized by Resolution #\_\_\_\_\_ issued by the Genesee County Board of County Commissioners.

### 2. Term

#### 2.1 Initial Term

The initial term of this Contract commences on February 1, 2019, and shall be effective through September 30, 2019 (the "Initial Term").

#### 2.2 Extension Terms

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

### 3. Scope of Work

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

### 4. Compensation

*Unit Rate.* The total amount paid to the Contractor shall not exceed \$25,000.00, \$55.00 per hour. The Contractor must provide to the County monthly 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.

### 5. Taxes.

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

### 6. Contract Administrator

The contract administrator for this Contract is **Toni LaRocco, MS, RN** (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.

## **7. Warranties**

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 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.

## **8. Suspension of Work**

### **8.1 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.

### **8.2 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.

## **9. Termination**

### **9.1 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.

### **9.2 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.

### **9.3 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.

### **9.4 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.

## **10. 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, 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.

## **11. 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".

## **12. 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.

## **13. Audit Rights**

### **13.1 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.

### **13.2 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.

### 13.3 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.

### 13.4 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.

## 14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain 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.

14.2 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.

## 15. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

### 15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance. Should the contractor sever work with the county prior to the end of the contract period, insurance coverage is to be cancelled.

## 15.2 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.

## 16. Independent Contractor

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

## 17. General Provisions

### 17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

17.1.4. Exhibit C – Reports Required from the Contractor

17.1.5. Exhibit D – Collaborative Practice Agreement

17.1.6. Exhibit E - Timesheet

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

### 17.2 No Assignment

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

### 17.3 Modification

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

#### 17.4 Binding Effect

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

#### 17.5 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.

#### 17.6 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.

#### 17.7 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 decision shall have no effect on the remaining provisions of this Contract.

#### 17.8 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.

#### 17.9 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.

TARRIE FRANKE, ANP-BC

COUNTY OF GENESEE

By: \_\_\_\_\_  
Tarrie Franke, ANP-BC

By: \_\_\_\_\_  
Ted Henry, Chairperson  
Board of County Commissioners

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

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

## EXHIBIT A THE SCOPE OF WORK

The Contractor agrees to the following during the contract term:

1. Provide coverage in Sexual Health and Family Planning Clinics as agreed upon with GCHD.
2. Follow with GCHD nurse practitioner until both contractor and employed nurse practitioners are comfortable with Sexual Health and Family Planning clinic operations.
3. Precept Nurse Practitioner students if scheduled to be in clinic.
4. Complete, sign and turn in a Contractor Time sheet bi-weekly for hours worked (See Exhibit E).
5. Follow GCHD Sexual Health and Family Planning clinic policies and procedures.





**HUDSON**  
INSURANCE GROUP®

**Certificate of Insurance  
OCCURRENCE POLICY FORM**

<b>PRODUCER</b>	<b>BRANCH</b>	<b>PREFIX POLICY NUMBER</b>	<b>Policy Period</b>
Lockton Affinity, LLC	Kansas City, MO	NLP5008219-19	From 01/18/2019 to 01/18/2020 at 12:01 AM Standard Time

**Named Insured**  
Tarrie Franke  
5600 Delmas  
Clarkston, MI 48348

**Program Administered by:**  
Lockton Affinity, LLC  
P.O. Box 410679  
Kansas City, MO 64141

<b>Medical Specialty</b>	<b>Code</b>	<b>Insurance is provided by:</b>
Profession	ISO Code	Hudson Insurance Company
Nurse Practitioner Adult	80965	100 William Street, 5 <sup>th</sup> Floor New York, NY 10004

**Professional Liability (PL)** \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limit of insurance shown above include the following:

- Good Samaritan Liability
- Sexual Misconduct included in the PL limit shown above subject to \$25,000 aggregate
- Malpractice Liability
- Personal Injury Liability

**Coverage Extensions**

License Protection	\$	25,000	per proceeding	\$	25,000	aggregate
Defendant Expense Benefit	\$	1,000	per day limit	\$	25,000	aggregate
Deposition Representation	\$	10,000	per deposition	\$	10,000	aggregate
Assault	\$	25,000	per incident	\$	25,000	aggregate
Violence Counseling						
Medical Payments	\$	25,000	per person	\$	100,000	aggregate
First Aid	\$	10,000	per incident	\$	10,000	aggregate
Damage to Property of Others	\$	10,000	per incident	\$	10,000	aggregate
HIPAA Fines and Penalties	\$	25,000	per incident	\$	25,000	aggregate

**Workplace Liability**

Workplace Liability	Included in PL limit of insurance shown above
Fire & Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

**Premium: \$415.00**

Premium reflects employment status (Full-Time / Part-Time), business type (Employed / Self-Employed), discounts

**Policy Forms & Endorsements** NLP501 0613, NLP502 0613, NLP503 0613, NLP505 0613, NLP506 0613

(Please see attached list for a general description of the policy forms/endorsements that may or may not apply to this policy.)

*Patricia D. O'Hanlon*

Signature  
Authorized Representative

Keep this Certificate of Insurance in a safe place. This Certificate of Insurance and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit payment in full by the effective date of this Certificate of Insurance.

NLP509 1013

**POLICY FORMS AND ENDORSEMENTS**

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. Please refer to your Certificate of Insurance for the policy forms and endorsements specific to your state and your policy period. All products and services may not be available in all states and may be subject to change without notice.

**COMMON POLICY FORMS & ENDORSEMENTS**

<b>FORM #</b>	<b>DESCRIPTION</b>
NLP503	Common Policy Conditions
NLP501	Occurrence Policy Form
NLP502	Workplace Liability Form
NLP505	Coverage & Cap on Losses from Certified Acts of Terrorism
NLP506	Notice – Offer of Terrorism Coverage & Disclosure of Premium

**OPTIONAL ENDORSEMENTS**

<b>FORM #</b>	<b>DESCRIPTION</b>
NLP 02 08 06 13 MI	Cancellation and Nonrenewal - State of Michigan

**PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.**

For NJ residents:	The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
For KY residents:	The surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax.
For WV residents:	The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
For FL residents:	The FIGA Assessment shown on the Certificate of Insurance is the FL Guaranty Association Regular 2012.

Form #: NLP509 10 13  
Master Policy #: NLP5000002-XX

Named Insured:  
Policy #:

Tarrle Franke  
NLP-5008219-19

This program is underwritten by Hudson Insurance Company and is offered through the Hudson Healthcare Purchasing Group.

EXHIBIT C  
REPORTS REQUIRED BY CONTRACTOR

Description of Report  
Timesheet

Frequency  
Bi-weekly

EXHIBIT D  
COLLABORATIVE PRACTICE AGREEMENT

**GENESEE COUNTY HEALTH DEPARTMENT (GCHD)  
COLLABORATIVE PRACTICE AGREEMENT**

**I. GENERAL INFORMATION**

**A. Nurse Practitioner, contracted by GCHD (referred to as “Contractor”)**

Name Tarrie Franke, ANP-BC

Date Certified 9/2012 Certifying Organization AANP

**B. Licensed Physician**

Name Gary K. Johnson, MD, MPH MI License 4301049794

**C. Description of Setting of Practice**

1. The setting is the Genesee County Health Department McCree South Health Center and the Burton Health Center.
2. Patients are adolescent and adult outpatients. Volume will vary – two to four per Hours.

**II. NURSE PRACTITIONER FUNCTIONS**

The nurse practitioner will provide general preventive care and diagnosis and treatment of episodic, short-term, and stable chronic health problems. Provisions for referring patients with unstable or acute life-threatening conditions are detailed below. Such care will include, but not be limited to, the following functions:

**A. Perform Comprehensive Physical Assessments of Patients as Needed**

The nurse practitioner will perform a pertinent history and physical examination of any patient to establish a database and identify the patient's immediate and comprehensive health care needs.

**B. Establish Medical Diagnosis for Common Short-Term or Chronic Stable Health Problems**

The scope of practice of the nurse practitioner will depend upon the category of problem and will become clear by the delineation of the following categories of problems:

- For common acute or chronic stable conditions, the nurse practitioner will diagnose, manage, and treat, including prevention and patient education.
- For uncommon or unstable conditions, the nurse practitioner will participate in the diagnosis with consultation and either refer to a specialist or participate in the dual management and treatment with a consultant.

- For acute life-threatening conditions, the nurse practitioner would provide a working diagnosis, e.g., institute emergency management according to the Emergency Medical Protocol book and immediately refer to a secondary care center.

#### **Order, Perform, and Interpret Laboratory Tests (Including Diagnostic and Invasive Procedures)**

The nurse practitioner will order and interpret laboratory and diagnostic tests and will consult with physician and other health care professionals, as needed, in ordering and interpreting these tests.

#### **C. Prescribe Drugs**

In compliance with all of the following, the nurse practitioner will prescribe drugs:

1. as necessary and appropriate in accordance with state and federal law;
2. as delegated from formulary and consult for medication when needed;
3. to clients of GCHD clinics only. Dispensing of medication to him/herself, GCHD staff, family or acquaintances is strictly prohibited.

#### **D. Perform Therapeutic and Corrective Measures**

The nurse practitioner will order and may perform such therapeutic measures as are appropriate for Health Department patients.

### **III. NURSE PRACTITIONER/PHYSICIAN RELATIONSHIP**

#### **A. Referrals**

The nurse practitioner will evaluate, diagnose, manage, and treat common acute and chronic stable conditions as described in Section II.B above, seeking consultation as she deems necessary.

In dealing with uncommon or unstable conditions as described in Section II.B, the nurse practitioner will take the history, do the physical exam, obtain laboratory and other necessary data, participate in the diagnosis with consultation, and either refer to the physician consultant or to a specialty clinic or secondary treatment center or participate in dual management and treatment with a physician consultant or specialty clinic.

In dealing with acute life-threatening conditions, the nurse practitioner will take a history, do the necessary initial physical exam, make a working diagnosis, institute emergency management according to the Emergency Medical Protocol book and immediately refer to the nearest emergency department.

#### **B. Drug and Medical Guidelines**

The nurse practitioner will collaborate with the physician in establishing and reviewing drug and other medical guidelines. Review of guidelines will be done in a continuing manner, but no less frequently than annually.

### **C. Schedule for Review**

The nurse practitioner will review and discuss medical diagnoses and therapeutic or corrective measures employed in a continuing manner when the dual management method of care is employed. The nurse practitioner and physician will review and discuss patient care management no less than quarterly.

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Nurse Practitioner

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Date

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Physician

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Date

EXHIBIT E  
TIMESHEET

CONTRACTOR HOURS

Name: Tarrie Franke, ANP-BC, RN

Pay Period Time Requested: From: \_\_\_\_\_

Week One (XX/XX/XX – XX/XX/XX)

Contractor Hours						
Week One		Begin Shift	Lunch* In/Out	End Shift	Other Hours	Total** Hours
Saturday	XX/XX/XX					
Sunday	XX/XX/XX					
Monday	XX/XX/XX					
Tuesday	XX/XX/XX					
Wednesday	XX/XX/XX					
Thursday	XX/XX/XX					
Friday	XX/XX/XX					
Week One Total						

Week Two (XX/XX/XX – XX/XX/XX)

Contractor Hours						
Week Two		Begin Shift	Lunch* In/Out	End Shift	Other Hours	Total** Hours
Saturday	XX/XX/XX					
Sunday	XX/XX/XX					
Monday	XX/XX/XX					
Tuesday	XX/XX/XX					
Wednesday	XX/XX/XX					
Thursday	XX/XX/XX					
Friday	XX/XX/XX					
Week Two Total						

\_\_\_\_\_  
Contractor Signature (XX/XX/XX)

\_\_\_\_\_  
Supervisor Signature (XX/XX/XX)