

## 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 the **Regents of the University of Michigan**, a non-profit, educational institution of the **State of Michigan**, with a principal place of business is located at **303 E. Kearsley St. Flint, MI 48502** (the “Contractor”) (the County and the Contractor together, the “Parties”).

### 1. Term

#### 1.1 Initial Term

The initial term of this Contract commences on **December 1, 2024**, and shall be effective through **May 31, 2025** (the “Initial Term”).

#### 1.2 Extension Terms

The Contractor and County may extend this Contract pursuant to written amendment(s) to this Contract executed by authorized representatives of the Parties for up to three (3) additional one year terms (the “Extension Terms”).

### 2. Scope of Work

The Contractor agrees to perform the research described on Exhibit A (the “Services”).

### 3. Compensation

*Budget Reimbursement.* The County will reimburse the Contractor for expenses incurred by the Contractor in the performance of this Contract in accordance with Exhibit B. The total amount paid to the Contractor under this Contract shall not exceed \$27,980. The Contractor’s projected budget for the Initial Term of this Contract is attached as Exhibit B (the “Budget”). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

3.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

3.2 The County will not approve any expense not identified in the Budget, and, except as provided in Section 3.1, the County will not approve any expenses in excess of the amounts identified in the Budget.

3.3 The Contractor must provide to the County monthly invoices in its usual and customary format, along with copies of any requested supporting documentation such as time sheets and receipts for incurred expenses. 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 **Bradlee Snyder, Deputy Health Officer** (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. **Representations**

The Contractor represents 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, which are provided to Contractor and attached to 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.

To the extent permitted under Michigan law, 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, proximately resulting from the Contractor's breach of these representations.

## **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 for a period not to exceed thirty (30) days. 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. In the event of the suspension continues in excess of thirty (30) days, Contractor may terminate this Agreement upon written notice to Contract Administrator

### **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.

### **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.

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

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 at least thirty (30) days prior 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. **Equipment Purchased with County Funds**

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County .

## 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, 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.

## 11. **Freedom of Information Act**

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, or by the County to the Contractor, 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 solely by the Contractor in the performance of the Services shall be owned by Contractor, and any intellectual property created jointly by employees of the Contractor and the County, shall be owned jointly, and any and all rights in such jointly owned intellectual property shall be able to be used by either party without an accounting owed to the other party. The Contractor hereby grants a non-exclusive, royalty-free, non-sublicensable license to use intellectual property solely owned by Contractor for internal research and development purposes.

## **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 facilities, 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 facilities, 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 and County will obtain identifying information during the performance of the Services, the Contractor and County will 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 shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be through Contractor's program of self-insurance. *In addition, pursuant to a written amendment signed by authorized representatives of each Party, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services upon request of the County's Risk Manager or other authorized representative of the County.*

**Commercial General Liability Insurance** on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County, to the extent allowable under Michigan law.

**Workers' Compensation Insurance** – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

**Professional Liability Insurance** – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

Contractor shall notify the County of any cancellation or reduction in coverage within seven (7) days of such event. The Contractor shall forthwith obtain and submit proof of continued insurance consistent with the coverage(s) set forth in this provision to the County Risk Manager within five (5) business days in the event of reduction, expiration or cancellation of coverage.

### 15.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The Contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County  
Attn: Risk Management  
1101 Beach Street, Flint, MI 48502

## 15.2 Indemnification

To the extent permitted under Michigan law, 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, proximately resulting from the Contractor's negligent acts or omissions in the 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.

## 16. Independent Contractor

The Contractor, including its agents and employees, is an independent contractor and such persons 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 Contractor's Budget

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 the Michigan Court of Claims.

#### 17.7 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 acknowledges the applicability of this statute with respect to this Contract.

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

#### 17.9 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.

#### 17.10 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.

THE REGENTS OF  
THE UNIVERSITY OF MICHIGAN

COUNTY OF GENESEE

By: \_\_\_\_\_  
Patrick Woods, J.D.  
Senior Contract Officer

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

By: \_\_\_\_\_  
Delrico J. Loyd, Chairperson  
Board of County Commissioners

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

## **EXHIBIT A**

### **Description of the Services**

#### **Overview**

This proposal outlines a strategic approach to supporting the Genesee County Health Department (GCHD) in its stakeholder engagement process for strategic planning. We will use mixed-method data collection, qualitative and quantitative analysis, and reporting. The GCHD will manage the logistics and participant incentives, while there is a possibility that my team's efforts, including student involvement, will be partially supported by an internal grant. We will also apply for IRB approval to ensure the ethical collection and handling of all data involved in the project.

#### **Project Objectives**

1. Stakeholder Engagement: Conduct structured focus group discussions and surveys to gather diverse perspectives on GCHD's role, mission, and community health priorities.
2. Data Collection and Analysis: Implement a mixed-methods approach, integrating qualitative and quantitative data for a thorough analysis of community needs.
3. GCHD Professional Development: If approved by the GCHD, we will provide practical, hands-on learning for a few GCHD employees in the areas of qualitative and quantitative research. GCHD will determine which employees to involve based on their interests and strategic needs.
4. Student Training and Involvement: Provide students with practical, hands-on learning qualitative and quantitative research, including data collection, transcription, and analysis.
5. Collaboration: Ensure seamless collaboration with Michigan State University and other partners in the process, though the exact nature of MSU's role is yet to be determined.

#### **Methodology**

1. Focus Group Structure:
  - Number of Groups: Approximately 10 focus groups will be conducted. Each group will consist of 10–12 participants, segmented by stakeholder type (e.g., healthcare providers, faith-based organizations, community members).
  - Stakeholder Representation: Focus groups will reflect the key sectors of the community, especially residents, ensuring a wide range of perspectives for GCHD's strategic planning.
  - Time Commitment: Each focus group session will last 60–90 minutes. My participation will be limited to a select number of groups, and Michigan State University will manage others.
  - Facilitation and Recording: The discussions will be audio-recorded for transcription and later analysis. Two students will assist in facilitating discussions and taking detailed notes during the sessions.

## 2. Data Collection:

- **Qualitative Data:** Focus group discussions will be guided by a thematic framework focusing on health behavior, gaps in healthcare, and access to services (based on the themes provided by GCHD). Thematic questions will probe participants' experiences with GCHD and their perceptions of community health needs. For a comprehensive strategic planning process like this, I recommend that each focus group have 2-3 sessions. Here's the rationale:
- **First Session:** Introduction and initial exploration of key themes. This session would focus on introducing participants to the topics, gathering first impressions, and starting a conversation on GCHD's role and community health priorities. Participants might need time to reflect on these topics, which makes follow-up sessions valuable.
- **Second Session:** Deeper exploration and validation. In this session, we will go deeper into the themes discussed in the first session, seeking clarification, elaboration, and validation of emerging themes. By now, participants are more familiar with the discussion and may provide more detailed and reflective insights.
- **Third Session (Optional):** If further clarification is needed or if any follow-up on action steps is required, a third session could focus on finalizing ideas and suggestions. It would serve as a concluding session to wrap up key insights and identify the next steps. By holding 2-3 sessions, we allow time for reflection and deeper discussion and then gather richer data to inform GCHD's strategic planning. However, this number can be adjusted based on time availability and participant willingness. For a more streamlined process, 2 sessions per group might suffice.
- **Quantitative Data:** Surveys will be administered before and after each session to capture baseline attitudes and any shifts in perception. Surveys will include Likert-scale and multiple-choice questions to quantify community concerns and priorities.
- **Student Role:** Two students will assist with survey administration, data entry, transcription, and initial analysis.

## 3. Proposed Survey Structure:

### Pre-Focus Group Survey:

- How would you rate the overall health of your community? (Likert scale: 1–5)
- What are the top three health concerns in your community? (Multiple choice with "other" option)
- How would you rate your access to healthcare services? (Likert scale: 1–5)
- What are the primary barriers to accessing healthcare services? (Multiple choice)

### Post-Focus Group Survey:

- How has your perception of the health department's role changed after the discussion? (Likert scale: 1–5)

- What are the most important actions GCHD should prioritize? (Open-ended)
- What resources or services do you think would most improve health in the community? (Multiple choice)

#### 4. Data Analysis:

- **Qualitative Analysis:** Using NVivo or AI-powered tools (pending policy clarification), the transcriptions will be coded thematically. This analysis will focus on identifying recurring themes such as gaps in public health services, barriers to care, and community expectations for GCHD's role.
- **Quantitative Analysis:** Survey data will be analyzed using Stata to identify trends in community concerns. Descriptive statistics, crosstabulation, and frequency distributions will help quantify key priorities and understand the correlation between stakeholder data and their responses.
- **Mixed-Methods Integration:** The insights from the qualitative focus group discussions and quantitative survey data will be integrated to provide a comprehensive understanding of community health needs and expectations for GCHD.

#### 5. Deliverables:

- **Interim Reports:** Preliminary reports will be submitted after each stage of the process (data collection, analysis, interpretation) to provide GCHD with real-time feedback on emerging themes.
- **Final Report:** A comprehensive report will be delivered in May 2025, summarizing both qualitative and quantitative findings and offering actionable recommendations for GCHD's strategic planning.
- **Presentation:** I will present the final findings to GCHD leadership and stakeholders in 2025.

### **IRB Application**

Before initiating data collection, we will submit an Institutional Review Board (IRB) application to ensure that our methodology complies with ethical standards, especially concerning participant privacy, informed consent, and data protection and confidentiality. The IRB application will include details on the data collection process, focus group participation, and survey protocols.

### **Data Security and Confidentiality**

Ensuring data security and confidentiality is a key priority for this project. We will implement several measures to protect the data collected throughout the process, from FGD to surveys, in compliance with the GCHD policies and IRB guidelines. These measures include:

- **Data Storage:** All qualitative and quantitative data will be securely stored in password-protected encrypted cloud storage, accessible only to authorized personnel (research team members and GHCD leadership). Audio recordings from FGD will be uploaded to the secure cloud immediately following each

session and deleted from the recording devices to prevent unauthorized access. Survey responses will be stored digitally in encrypted formats.

- **Data Anonymization:** Personal identifiers from FGD participants will be removed from the data during the transcription process to ensure anonymity. Any potentially identifiable information will be anonymized before analysis and reporting. Coded identifiers will be used where necessary to connect responses to demographics and other data without revealing participants' identities. Demographic data collected will only be used in aggregate form to support analysis.
- **Access Control:** Only authorized members of the research team (myself, students, designated GCHD employees) will have access to the raw data. Access will be limited to individuals who need it for specific research tasks, pending GCHD approval, during and after the project.
- **Data Retention:** All data will be retained in secure storage for the duration of the project and any required period of record retention per GCHD and IRB guidelines.
- **IRB Oversight:** Data collection methods and security protocols will be reviewed and approved by the IRB. The IRB application will detail how participant privacy, informed consent, and data security will be managed throughout the project. Any adjustments to the data handling procedure will be reviewed by the IRB, ensuring continuous compliance with ethical standards.

### **Timeline (Tentative-Updated)**

- January 2025-February: Finalize focus group logistics, schedule, and train students in data collection methods.
- February 2025 – March 2025: Conduct focus group discussions, administer surveys, and begin transcription and analysis.
- March 2025 – April 2025: Submit interim reports with preliminary findings from the data collection phase.
- April 2025: Finalize the data analysis, submit the final report, and present findings to GCHD.

### **GCHD employee and Student Engagement and Training**

The two students and GCHD employees involved in this project will receive informal training on:

- Focus group facilitation and note-taking.
- Administering and analyzing surveys.
- Transcription and thematic coding of qualitative data.
- Using Stata for quantitative data analysis.

This project will provide GCHD employees and students with real-world experience in public health research, strengthening their analytical and communication skills.

**Resources and Technology**

- Software: I will use Stata for quantitative analysis and NVivo for qualitative coding, which is pending license purchase.
- Technology: Audio recording devices for transcription, secure cloud storage for data, and transcription services if needed.
- AI Consideration: The use of AI for qualitative analysis will be contingent on GCHD's policies regarding data privacy and security.

**GCHD's Role:**

- GCHD will manage the logistics of the focus groups, including participant scheduling and venue arrangements.
- GCHD will provide incentives for participants.

EXHIBIT B  
Contractor's Projected Budget  
[December 1, 2024] to [May 31, 2025]

**See attached budget**