



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Human Services Committee
Agenda

Wednesday, April 17, 2024

9:00 AM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2024-425](#) Approval of Meeting Minutes - March 20, 2024

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2024-334](#) Approval of a request by Genesee County's Health Department to travel to the STI Engage 2024 conference in Washington, D.C.; the dates of travel are June 2-5, 2024; total cost of travel for three (3) staff members is \$8,000.00; this is a budgeted expense
2. [RES-2024-383](#) Approval of a request by Genesee County's Health Department to increase Environmental Health license fees; the new fee schedule is attached
3. [RES-2024-392](#) Approval of an agreement between Genesee County and Jillian Koterba, in an amount not to exceed \$51,000.00, to provide for Nurse Practitioner services at Genesee County's Health Department; the cost for this agreement will be paid from account 2210-611.01-801.000; no impact to the general fund

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-425

Agenda Date: 4/17/2024

Agenda #:

Approval of Meeting Minutes - March 20, 2024



**Genesee County
Human Services Committee
Meeting Minutes**

Wednesday, March 20, 2024

9:00 AM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Winfrey called the meeting to order at 9:26 AM.

II. ROLL CALL

Present: Charles Winfrey, Shaun Shumaker, Delrico J. Loyd, Ellen Ellenburg, Michelle Davis, Beverly Brown, Dale K. Weighill, James Avery and Martin L. Cousineau

III. APPROVAL OF MINUTES

[RES-2024-320](#) Approval of Meeting Minutes - February 21, 2024

RESULT: APPROVED

MOVER: Ellen Ellenburg

SECONDER: Beverly Brown

Aye: Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Davis, Commissioner Brown, Commissioner Weighill, Commissioner Avery and Commissioner Cousineau

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2024-231](#) Approval of a request by Genesee County's Health Department to travel to the 2024 WIC Conference in Traverse City, MI; the dates of travel are May 9-10, 2024; total cost of travel for nineteen (19) staff members not to exceed \$7,866.00 and is fully grant funded

RESULT: REFERRED

MOVER: Shaun Shumaker

SECONDER: James Avery

Aye: Chairperson Winfrey, Vice Chair Shumaker,
Commissioner Loyd, Commissioner Ellenburg,
Commissioner Davis, Commissioner Brown,
Commissioner Weighill, Commissioner Avery and
Commissioner Cousineau

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 9:28 AM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-334

Agenda Date: 4/17/2024

Agenda #: 1.

To: Charles Winfrey, Human Services Committee Chairperson

From: Michelle Estell, RS, MSA, Acting Health Officer

RE: Approval for Conference Travel - STI Engage 2024 Conference

BOARD ACTION REQUESTED:

Committee approval and referral to the Board of Commissioners for travel to the STI Engage 2024 Conference in Washington, D.C. June 2 - June 5, 2024.

BACKGROUND:

STI Engage 2024: Shaping the Nation's Health is for Sexually Transmitted Infection (STI) professionals to hear from national leaders - government officials, researchers, clinicians and peers on key updates. The preliminary agenda is attached.

DISCUSSION:

This is for three (3) staff members to attend the STI Engage 2024 Conference in Washington D.C. The cost of the conference will be covered by supplemental STI funding received this fiscal year. At the time of submission of this memo, the approximate cost of attendance is \$2,666.67 per staff member. Total not to exceed \$8,000. **No additional county appropriation is needed.**

IMPACT ON HUMAN RESOURCES:

There is no anticipated impact on human resources.

IMPACT ON BUDGET:

The Federal Disease Intervention Specialist (DIS) Workforce Supplement will be utilized to fund this conference. A portion of this funding has been dedicated for staff development. 2210-606.05-910.004: Training (conference fees); \$2,385.00 2210-606.05-913.001: Travel (airfare, lodging, meals, etc.); not to exceed \$5,615.

IMPACT ON FACILITIES:

There is no anticipated impact on facilities related to this request.

IMPACT ON TECHNOLOGY:

Staff attending the conference will travel with their work computer devices in order to be able to conduct County business while offsite. If any technology issues arise while offsite, calls to the technology helpdesk may be made.

CONFORMITY TO COUNTY PRIORITIES:Healthy, Livable & Safe Communities

(1) Promote public health to create safer and healthier residents - This conference will provide STI updates that will allow us to provide the best possible care to our clients.

Inclusive, Collaborative Culture

(1) Bring diverse people and groups to the table - This conference has many different national leaders that will be presenting information including government officials, researchers and clinicians. There will be many networking opportunities to establish.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Acting Health Officer to authorize travel and overnight lodging for three (3) staff members, Jessica Parks, Athena Woodson, and Shelly Anderson, to attend the STI Engage 2024 Conference in Washington D.C., June 2 - June 5, 2024, at a total cost not to exceed \$8,000 to be paid from accounts 2210-606.05-910.004 (\$2,385.00) and 2210-606.05-913.001 (approximately \$5,615) with no additional County appropriation required, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 17, 2024 meeting of the Human Services Committee of this Board).

GENESEE COUNTY
TRAVEL REQUEST 2024

Reso #: _____

Name: Athena Woodson

Date: 3/6/2024

Conference Title: STI Engage 2024

Date(s) of Conference: June 2 - June 5, 2024 Location: Washington, D.C.

Charge to: Department: 606.05 Acct (choose one): 910.004- \$795.00
913.001- \$1582.45

Expenditure Detail

Personal Vehicle Mileage: _____ Miles @ \$0.670 per mile= \$0.00
(If over 50 miles you must attain approval)

Airfare: \$300.00

Other Transportation Costs (detail): _____

Conference Registration: \$795.00

Lodging: 3 nights @ \$330.45 per night= \$991.35

# of Meals:	<u>3</u>	bkfst @	\$6.00 + .90 tip=	\$6.90	<u>\$20.70</u>
	<u>4</u>	lunch @	\$9.00 + 1.35 tip=	\$10.35	<u>\$41.40</u>
	<u>4</u>	dinner @	\$15.00 + 2.25 tip=	\$17.25	<u>\$69.00</u>
					<u>\$131.10</u>

Other costs (detail): Baggage \$80/flight \$160.00

TOTAL COSTS: \$2,377.45

Prepayments requested:

Airfare: \$300.00

Lodging Deposit: \$991.35

Registration Fees: \$795.00

Other: _____

TOTAL PREPAYMENTS REQUESTED: \$2,086.35

ALLOWABLE ADVANCE PAYMENT: \$291.10

APPROVALS

Supervisor: _____

Date: _____

Accounting: _____

Date: _____

GENESEE COUNTY
TRAVEL REQUEST 2024

Reso #: _____

Name: Jessica Parks

Date: 3/6/2024

Conference Title: STI Engage 2024

Date(s) of Conference: June 2 - June 5, 2024 Location: Washington, D.C.

Charge to: Department: 606.05 Acct (choose one): 910.004- \$795.00
913.001- \$1752.45

Expenditure Detail

Personal Vehicle Mileage: _____ Miles @ \$0.670 per mile= \$0.00

(If over 50 miles you must attain approval)

Airfare: \$300.00

Other Transportation Costs (detail): Uber (airport to hotel, hotel to airport) \$50.00

Conference Registration: \$795.00

Lodging: 3 nights @ \$330.45 per night= \$991.35

of Meals: 3 bkfst @ \$6.00 + .90 tip= \$6.90 \$20.70

4 lunch @ \$9.00 + 1.35 tip= \$10.35 \$41.40

4 dinner @ \$15.00 + 2.25 tip= \$17.25 \$69.00

\$131.10

Other costs (detail): Airport Parking \$30x4, Luggage \$80x2 \$280.00

TOTAL COSTS: \$2,547.45

Prepayments requested:

Airfare: \$300.00

Lodging Deposit: \$991.35

Registration Fees: \$795.00

Other: _____

TOTAL PREPAYMENTS REQUESTED: \$2,086.35

ALLOWABLE ADVANCE PAYMENT: \$461.10

APPROVALS

Supervisor: _____

Date: _____

Accounting: _____

Date: _____

GENESEE COUNTY
TRAVEL REQUEST 2024

Reso #: _____

Name: Shelly Anderson

Date: 3/6/2024

Conference Title: STI Engage 2024

Date(s) of Conference: June 2 - June 5, 2024 Location: Washington, D.C.

Charge to: Department: 606.05 Acct (choose one): 910.004- \$795.00
913.001- \$1582.45

Expenditure Detail

Personal Vehicle Mileage: _____ Miles @ \$0.670 per mile= \$0.00
(If over 50 miles you must attain approval)

Airfare: \$300.00

Other Transportation Costs (detail): _____

Conference Registration: \$795.00

Lodging: 3 nights @ \$330.45 per night= \$991.35

# of Meals:	<u>3</u>	bkfst @	\$6.00 + .90 tip=	\$6.90	<u>\$20.70</u>
	<u>4</u>	lunch @	\$9.00 + 1.35 tip=	\$10.35	<u>\$41.40</u>
	<u>4</u>	dinner @	\$15.00 + 2.25 tip=	\$17.25	<u>\$69.00</u>
					<u>\$131.10</u>

Other costs (detail): Baggage \$80/flight \$160.00

TOTAL COSTS: \$2,377.45

Prepayments requested:

Airfare: \$300.00

Lodging Deposit: \$991.35

Registration Fees: \$795.00

Other: _____

TOTAL PREPAYMENTS REQUESTED: \$2,086.35

ALLOWABLE ADVANCE PAYMENT: \$291.10

APPROVALS

Supervisor: _____

Date: _____

Accounting: _____

Date: _____



June 2-5, 2024 | Washington, D.C.

STI Engage 2024

STI Engage 2024 is known as the place for STI professionals to hear from national leaders – government officials, researchers, clinicians – as well as their own peers, as always, with top-notch production, game-changing content, and a lot of fun. Building on the momentum of STD Engage 2023, when more than 1,200 STI professionals joined us in New Orleans, we're bringing the STI sector's signature conference to the nation's capitol.

[Register today](#) for the STI Engage Conference taking place **June 2-5, 2024 in Washington, D.C.**

Your registration for the STI Engage Conference includes the following activities:

- Attendance at all conference sessions and plenaries during the conference
- Designated breakfasts and lunches
- Networking opportunities with colleagues
- Admittance to the exhibit hall
- Attendance at the poster sessions
- Attendance at entertainment events including masquerade ball

Rates

Registration Type	Rates <i>Registration closes May 17, 2024.</i>	
General Attendee	\$995	REGISTER
Disease Intervention Professional <small>A Disease Intervention Professional is defined as any public health professional who conducts the full scope of disease intervention activities, including, but not limited to, the following: client-centered interviews, collection of enhanced surveillance and community assessment data, partner services to include contact tracing, directly observed therapy, field specimen collection, field investigation in outbreaks and in emergency preparedness, community outreach, collaboration with medical providers, and navigation of health care systems to ensure patient evaluation and treatment. Relevant program areas include STD, HIV, TB, and other communicable disease, outbreak investigation, and emergency preparedness and response.</small>	\$795	REGISTER
Student <small>This is for students currently enrolled full-time in an undergraduate or graduate program who are actively pursuing a degree in public health or related fields. Proof of current enrollment may be required.</small>	\$795	REGISTER
Credentialed Media <small>Complimentary media registration is available for accredited members of the media. Proof must be submitted for registration approval.</small>	\$0	REGISTER
One Day - Monday (June 3)	\$495	REGISTER
One Day - Tuesday (June 4)	\$495	REGISTER
One Day - Wednesday (June 5)	\$495	REGISTER
Voting Member	\$995	REGISTER



Preliminary Agenda

Note: Subject to changes and updates

Sunday, June 2, 2024	
2:00 PM- 5:00 PM	Exhibitor Move-In
2:00 PM- 5:00 PM	On-Site Check In and Registration
3:00 PM-5:00 PM (Invitation Only)	Board Meeting (Invitation Only)
Monday, June 3, 2024	
7:00 AM – 5:00 PM	On-Site Check In and Registration

10:00 AM – 12:00 PM	Opening Plenary
12:00 PM – 1:45 PM	Networking Lunch with Peers and Exhibitors
2:00 PM – 3:30 PM	Afternoon Concurrent Sessions
3:30 PM – 4:00 PM	Networking with Peers and Exhibitors
4:00 PM – 5:30 PM	Afternoon Concurrent Sessions
5:30 PM – 7:30 PM	Networking Reception
Tuesday, June 4, 2024	
7:00 AM – 5:00 PM	On-Site Check In and Registration
8:00 AM – 9:30 PM	Morning Plenary
9:45 AM – 11:15 PM	Morning Concurrent Sessions
12:00 PM – 1:30 PM	Lunch Plenary
2:00 PM – 3:00 PM	Afternoon Concurrent Sessions
3:30 PM – 4:00 PM	Networking with Peers and Exhibitors
4:00 PM – 5:30 PM	Afternoon Concurrent Sessions
5:30 PM – 6:30 PM	Networking with Peers and Exhibitors
6:30 PM – 9:00 PM	Exhibitor Move-Out
Wednesday, June 5, 2024	
7:00 AM – 12:00 PM	On-Site Check In and Registration
7:00 AM – 12:00 PM	Exhibitor Move-Out
8:00 AM – 9:30 PM	Morning Plenary
9:45 AM – 11:15 PM	Morning Concurrent Sessions
11:30 PM – 1:00 PM	Closing Lunch Plenary
2:00 PM – 4:00 PM	Full Member Meeting (Invitation Only)
2:00 PM – 5:00 PM	Post-Conference Meetings and Sessions
Thursday, June 6, 2024	
8:00 AM – 5:00 PM	Optional Post-Conference Meetings and Events

Hotel Information

Conference Hotel

Washington Hilton
1919 Connecticut Ave., NW
Washington, D.C., 20010
[Visit Website](#)



National Coalition of STD Directors - Engage 2024

June 2, 2024 - June 5, 2024



Washington Hilton

1919 Connecticut Ave NW
Washington, DC 20009, UNITED STATES

Sort by

Default

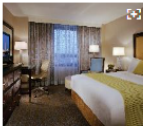
☒ Show available only

Select Your Room

Available

Selected

Unavailable



Deluxe 1 King Bed

Max Guests: 3

Details

Our modern king bed guest rooms are spacious, comfortable and thoughtfully-functional, surrounded by rich dark wood furnishings and crisp white linens. Each room features one king-sized bed and home-away-from-home comforts including custom-designed bedding, oversized sitting chair, ottoman, flat-screen TV, full-length mirror and dresser. Our guest rooms also feature thoughtful amenities for guests looking to stay connected, including a large work station with plenty of desk-level outlets, ergonomic desk chair and laptop-sized in-room safe.

[Show less](#)

Jun

Sun 2

USD

285

Mon 3

USD

285

Tue 4

USD

285

USD 285.00

Average nightly rate

[+Taxes & Fees](#)

1 rooms

1 guests

[Remove](#)

[View policies](#)

Reservation Summary

Check-in Sun, Jun 2, 2024

Checkout Wed, Jun 5, 2024

Rooms 1

Guests per room 1

WASHINGTON HILTON

ROOM 1

Deluxe 1 King Bed USD 855.00

1 adult, 3 nights

[Change rooms](#)

ADD-ONS

No add-ons selected

Subtotal USD 855.00

TAXES & FEES

Room Tax (15.95% per night) USD 136.37



Grand Total USD 991.37

[Edit reservation](#)


[Next](#)

Selected flights

Track prices

	Sun, Jun 2 · 10:03 AM – 11:48 AM American · Operated by Republic Airways as Ame... DTW–DCA	1 hr 45 min	Nonstop	101 kg CO2e -14% emissions ⓘ	▼
	Wed, Jun 5 · 10:08 PM – 11:54 PM American · Operated by PSA Airlines as American ... DCA–DTW	1 hr 46 min	Nonstop	105 kg CO2e -7% emissions ⓘ	▼

Booking options



Book with American

Airline

Hide options

Basic Economy\$300

✔ Seat selection for a fee

✔ Standard seat

✔ Priority boarding for a fee

✗ No ticket changes

✔ 1 free carry-on

✔ 1st checked bag: \$80

Continue

Main Cabin\$337

✔ Free seat selection

✔ Extra legroom available for a fee

✔ Priority boarding for a fee

✔ Free change, possible fare difference

✔ 1 free carry-on

✔ 1st checked bag: \$80

Continue

Main Select\$577

✔ Free seat selection

✔ Extra legroom

✔ Priority boarding

✔ Free change, possible fare difference

✔ 1 free carry-on

✔ 1st checked bag: \$80

Continue

Fare and baggage fees apply to your entire trip. [American bag policy](#)

Share

Detroit ↔ Washington



Round trip · Economy · 1 passenger

\$362


Lowest total price

Selected flights

Track prices

	Sun, Jun 2 · 10:03 AM – 11:48 AM American · Operated by Republic Airways as Ame... DTW–DCA	1 hr 45 min	Nonstop	101 kg CO2e -14% emissions ⓘ	▼
	Wed, Jun 5 · 5:30 PM – 10:07 PM American	4 hr 37 min DCA–DTW	1 stop 1 hr 14 min CLT	164 kg CO2e +45% emissions ⓘ	▼

Booking options



Book with American

Airline

Hide options

Basic Economy\$362

✔ Seat selection for a fee

✔ Standard seat

✔ Priority boarding for a fee

✗ No ticket changes

✔ 1 free carry-on

✔ 1st checked bag: \$80

Continue

Main Cabin\$399

✔ Free seat selection

✔ Extra legroom available for a fee

✔ Priority boarding for a fee

✔ Free change, possible fare difference

✔ 1 free carry-on

✔ 1st checked bag: \$80

Continue

Main Select\$639

✔ Free seat selection

✔ Extra legroom

✔ Priority boarding

✔ Free change, possible fare difference

✔ 1 free carry-on

✔ 1st checked bag: \$80

Continue

Fare and baggage fees apply to your entire trip. [American bag policy](#)

16

Detroit ↔ Washington

Round trip · Economy · 1 passenger



Share

\$587


Lowest total price

Selected flights

Track prices

	Sun, Jun 2 · 10:30 AM – 11:57 AM Delta	1 hr 27 min DTW–DCA	Nonstop	81 kg CO ₂ e -31% emissions	▼
	Wed, Jun 5 · 8:25 PM – 10:05 PM Delta	1 hr 40 min DCA–DTW	Nonstop	89 kg CO ₂ e -21% emissions	▼

Booking options

 Book with Delta Airline Hide options

Main Cabin \$587	Delta Comfort+ \$707	First Class \$1,037
<ul style="list-style-type: none">✓ Free seat selection✓ Standard seat✎ Priority boarding for a fee✓ Free change, possible fare difference	<ul style="list-style-type: none">✓ Free seat selection✓ Extra legroom✓ Priority boarding✓ Free change, possible fare difference	<ul style="list-style-type: none">✓ Free seat selection✓ Premium seat✓ Priority boarding✓ Free change, possible fare difference
<ul style="list-style-type: none">✓ 1 free carry-on✎ 1st checked bag: \$70	<ul style="list-style-type: none">✓ 1 free carry-on✎ 1st checked bag: \$70	<ul style="list-style-type: none">✓ 1 free carry-on✓ 2 free checked bags
Continue	Continue	Continue

Fare and baggage fees apply to your entire trip. [Delta bag policy](#)

Flint ↔ Washington

Round trip · Economy · 1 passenger



Share

\$636


Lowest total price

Selected flights

Track prices

	Sun, Jun 2 · 6:45 AM – 11:00 AM American · Operated by Air Wisconsin as America... FNT–DCA	4 hr 15 min 1 hr 3 min ORD	1 stop	226 kg CO ₂ e +93% emissions	▼
	Wed, Jun 5 · 4:26 PM – 10:39 PM American · Operated by Air Wisconsin as America... DCA–FNT	6 hr 13 min 2 hr 51 min ORD	1 stop	226 kg CO ₂ e +100% emissions	▼

Booking options

 Book with American Airline Hide options

Main Cabin \$636	Main Plus \$730	Main Select \$756
<ul style="list-style-type: none">✓ Free seat selection✎ Extra legroom available for a fee✎ Priority boarding for a fee✓ Free change, possible fare difference	<ul style="list-style-type: none">✓ Free seat selection✓ Extra legroom✎ Priority boarding for a fee✓ Free change, possible fare difference	<ul style="list-style-type: none">✓ Free seat selection✓ Extra legroom✓ Priority boarding✓ Free change, possible fare difference
<ul style="list-style-type: none">✓ 1 free carry-on✎ 1st checked bag: \$80	<ul style="list-style-type: none">✓ 1 free carry-on✓ 1st checked bag free	<ul style="list-style-type: none">✓ 1 free carry-on✎ 1st checked bag: \$80
Continue	Continue	Continue

Fare and baggage fees apply to your entire trip. [American bag policy](#)

Parking

- SHORT TERM PARKING
- LONG TERM PARKING
- ELECTRIC VEHICLE PARKING
- VALET PARKING
- PARKING RECEIPT REQUEST FORM

Visitors can call Detroit Metro Airport's 24-hour parking hotline (800) 642-1978 for up-to-the-minute parking statuses.

Long term parking is available in the McNamara Parking Garage, the Big Blue Deck and the Green Lots. Vehicles taller than 7' can park in the Green Lots. All long term parking areas offer handicap accessible parking.

McNamara Long-Term Parking		Big Blue Deck Long-Term Parking	
1/2 hour or less	\$4.00	1/2 hour or less	\$4.00
1/2 hour to 1 hour	\$6.00	1/2 hour to 1 hour	\$6.00
1 hour to 1 1/2 hours	\$7.00	1 hour to 1 1/2 hours	\$7.00
1 1/2 hours to 2 hours	\$8.00	1 1/2 hours to 2 hours	\$8.00
2 hours to 3 hours	\$12.00	2 hours to 3 hours	\$12.00
3 hours to 4 hours	\$16.00	3 hours to 4 hours	\$16.00
4 hours to 5 hours	\$20.00	4 hours to 5 hours	\$20.00
5 hours to 6 hours	\$24.00	5 hours to 24 hours	\$22.00
6 hours to 7 hours	\$28.00	24 Hour Max:	\$22.00
7 hours to 24 hours	\$30.00		
24 Hour Max:	\$30.00		

*Long-Term Parking - Additional or Partial Days after the first 24 hours is \$30 Flat Rate/Per 24 Hours.




*Long-Term Parking - Additional or Partial Days after the first 24 hours is \$22 Flat Rate/Per 24 Hours.

Get a ride


- Ronald Reagan Washington Nat'l Airp...
- Hilton-Washington
- Pickup now
- For me

Choose a ride

Recommended

- 
UberX 4
 2 mins away • 12:57 PM
 Affordable rides, all to yourself
\$18.98
- 
Comfort 4
 1 min away • 12:56 PM
 Newer cars with extra legroom
\$25.00
- 
UberXL 6
 1 min away • 12:57 PM
 Affordable rides for groups up to 6
\$29.00

Economy

- 
Comfort Electric 4
 5 mins away • 12:57 PM
 Premium zero-emission cars
\$27.05



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-383

Agenda Date: 4/17/2024

Agenda #: 2.

To: Charles Winfrey, Human Services Committee Chairperson

From: Michelle Estell, RS, MSA, Interim Health Officer

RE: Approval to increase Environmental Health license fees

BOARD ACTION REQUESTED:

Approval to increase food service license fees.

BACKGROUND:

STFUs (Special Transitory Food Unit - food truck) are a restaurant on wheels. They are allowed to operate in any county in the State of Michigan once they are licensed. Two, paid inspections a year are *required*. STFUs are required to submit an "intent to serve" to the County they will be operating in and for how many days they will be operating, at a specific location. Every time they relocate to another location, an intent must be submitted. Many times, STFUs ignore this requirement and sanitarians discover them operating, while performing inspections at an event; this causes longer inspections and additional time, usually overtime. The amount of licensed STFUs has increased from 56 in 2022, to 94 in 2023; EH projects adding approximately five to ten more in 2024

DISCUSSION:

EH would like to increase the license fee and enforcement fee for STFUs. Two bills (2023-HEBH-4989 and 2023-SEBS-0506) passed in the House and Senate, September 19, 2023, allowing local health in the State of Michigan, to set their **own** STFU annual license fees; this flat fee of \$160.00 was the same for the entire State previously. In addition to the annual license fee, two paid inspections of \$90.00 are also required. The two \$90.00 paid inspections still exist in law; currently, there is a proposed bill to have the paid inspection fees to be set by local health, not law; the bill has not yet reached legislature. EH would like to increase and create the following fees: **Annual license fee \$160.00 increased to \$300.00 STFUs found operating without submitting an intent to serve - \$80.00** (we currently charge an \$80.00 late fee for temporaries for obtaining a license under the five day requirement) **These units would not be allowed to operate in Genesee County until the \$80.00 fee is paid** Increasing these fees will help to cover the wages of the sanitarians that are increased with inspection requests and the overtime spent on enforcement. In addition, this new fee will be comparable with the Mobile Food Service license fee (a license that allows a truck to sell foods prepared in a restaurant and held hot and cold in holding cabinets on the truck). Increased fees would impact budget 2210-626.01 revenue line.

IMPACT ON HUMAN RESOURCES:

There would be no impact on Human Resources.

IMPACT ON BUDGET:

This increase in fees will increase our budget.

IMPACT ON FACILITIES:

There would be no impact on facilities.

IMPACT ON TECHNOLOGY:

There would be no impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

The purpose of the Environmental Health Division is to promote a safe environment for the county and to enhance our relationships with community partners across the State of Michigan. Collaboration with other agencies and entities is to create economic growth.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Interim Health Officer to authorize increasing the STFU (special transitory food unit) annual license fee from \$160.00 to \$300.00, and to establish a penalty fee of \$80.00 for not submitting required intent-to-serve paperwork to Environmental Health before operating in Genesee County, is approved (a copy of the memorandum request dated, April 1, 2024, being on file with the official records of the April 17, 2024 meeting of the Human Service Committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-392

Agenda Date: 4/17/2024

Agenda #: 3.

To: Charles Winfrey, Human Services Committee Chairperson

From: Michelle Estell, RS, MSA Interim Health Officer

RE: Nurse Practitioner Contract for Family Planning Services

BOARD ACTION REQUESTED:

Approval of contract with Jillian Koterba, MSN, FNP-BC, to provide Nurse Practitioner services for the GCHD Family Planning program.

BACKGROUND:

The Family Planning program at GCHD provides high quality reproductive health care to women, men, and teens at low or no-cost. Family Planning is a public health service that helps individuals and families to plan for their desired family size and spacing of children or to prevent an undesired pregnancy. A mid-level provider, such as a Nurse Practitioner, is required by the Family Program to provide the core Family Planning services. These include a broad range of acceptable and effective medically approved family planning methods and services (including pregnancy testing and counseling; assistance to achieve pregnancy; basic infertility services; STI services; preconception health services; and adolescent-friendly health services); and related preventive health services, such as breast and cervical cancer screening.

DISCUSSION:

Since December 2023, the absence of a Family Planning Nurse Practitioner has compelled our program to reduce the amount of services offered, necessitating the referral of patients in need of Nurse Practitioner services to external agencies. This vacancy persists primarily due to the current salary for the position, which has proven inadequate in attracting qualified candidates. By engaging a contracted Nurse Practitioner, we aim to temporarily bridge this gap, ensuring the continuation of essential mid-level provider services.

IMPACT ON HUMAN RESOURCES:

Onboarding, to the extent provided to contractors, will be requested of Human Resources.

IMPACT ON BUDGET:

Costs for this are budgeted from the account 2210-611.01-801.000, not to exceed \$51,000. **No additional county appropriate is needed.**

IMPACT ON FACILITIES:

There is no expected impact on facilities.

IMPACT ON TECHNOLOGY:

Basic staff technology needs (phone, laptop, email/network access) will be requested of IT.

CONFORMITY TO COUNTY PRIORITIES:

Nurse practitioners in a Family Planning clinic significantly contribute to promoting public health by creating safer and healthier residents through the provision of comprehensive reproductive health services, including STI testing and treatment, contraception counseling, and preventative screenings. Their work inherently supports the principles of diversity, equity, and inclusion by offering accessible, culturally competent care to individuals regardless of their socio-economic status, ensuring that diverse populations receive equitable healthcare services. Furthermore, by utilizing data-based decision-making in patient care and actively engaging in community outreach to communicate available resources and services, nurse practitioners help expand the role of the County as a convener, fostering relationships that enhance community health and growth.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Interim Health Officer to authorize entering into a Professional Services Agreement between Genesee County and Jillian Rae Koterba, MSN, FNP-BC, for Nurse Practitioner services related to the operation of the Genesee County Health Department Family Planning program, for the period commencing May 1, 2024, through September 30, 2024, at a cost not to exceed \$51,000 to be paid from account 2210-611.01-801.000, with no additional county appropriation required, is approved (a copy of the memorandum request and supporting documents being on file with the official records of April 17, 2024 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ____ (Go to Question 2)

No: ____ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ____ This project requires a contract, skip to the contracts section.

No: ____ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ____

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ____

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ____ This project requires a contract, skip to the contracts section.

No: ____ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____(Go to Question 3)
- b. Grant Funded: _____(Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____ X
- Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel _____
- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

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 **Jillian Rae Koterba**, a **Michigan Sole Proprietor**, whose principal place of business is located at **713 Hollywood Dr., Owosso, MI 48867** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **May 1, 2024**, and shall be effective through **September 30, 2024** (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 total amount paid to the Contractor shall not exceed \$51,000.00, payable at \$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.

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 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 a form acceptable to the County, along with any 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, MPH** (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 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.

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 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 with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion 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.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

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

Medical Professional Liability Insurance (including Abuse & Molestation) – in an amount not less than \$1,000,000 per occurrence and \$2,000,000 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.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 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

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 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. 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.

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 – Reports Required from the Contractor
- 16.1.4. Exhibit C - Timesheet
- 16.1.5. Exhibit D – Collaborative Practice Agreement

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.

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 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.

Jillian Koterba

COUNTY OF GENESEE

By: _____
_____[Name]
_____[Title]

By: _____
James Avery, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

The Contractor agrees to the following during the contract term:

1. Provide mid-level provider services in the Sexual Health and Family Planning Clinics as agreed upon with GCHD. Services included, but are not limited to:
 - a. Clinical Services (physical examinations, contraceptive counseling and services, testing and treatment for STIs, pregnancy testing and counseling, basic infertility services, breast and cervical cancer screening, LARC procedures, microscopy, evaluation and management of PrEP for HIV, evaluation and management of Hepatitis C)
 - b. Patient Education and Counseling
 - c. Prescribing Medications (various birth control methods, STI treatment, Hepatitis C treatment, PrEP for HIV)
 - d. Referrals
 - e. Follow-Up Care
2. Precept Nurse Practitioner students if scheduled to be in clinic.
3. Complete, sign and turn in a Contractor Time sheet bi-weekly for hours worked. Approximately 40 hours per week. (See Exhibit C).
4. Follow GCHD Sexual Health and Family Planning clinic policies and procedures.

EXHIBIT B
Reports Required from the Contractor

Description of Report
Timesheet

Frequency
Bi-weekly

EXHIBIT C TIMESHEET

CONTRACTOR HOURS

Name: Jillian Koterba, MSN, FNP-BC

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						

_____(XX/XX/XX)
Contractor Signature

_____(XX/XX/XX)
Supervisor Signature

**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 Jillian Rae Koterba, MSN, FNP-BC

Date Certified 12/21/2022 Certifying Organization State of Michigan

B. Licensed Physician

Name Pamela B Hackert, MD, JD, MPH MI License 4301061428

C. Description of Setting of Practice

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

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.

Nurse Practitioner

Date

Physician

Date


RE: Introduction to Jillian Koterba - NP Insurance Questions

Schoening, Katie <KSchoening@geneseecountymi.gov>

Wed 3/13/2024 12:56 PM

To: Jillian Koterba <jillkoterba@gmail.com>

Cc: Snyder, Brad <bsnyder@geneseecountymi.gov>

 1 attachments (128 KB)

Jillian Koterba WC Release - Sole Proprietor Health Department.pdf;

Thank you, Jillian.

The Professional Liability coverage will need to be secured before the start of the contract. Once the coverage has been obtained, we will need a certificate of insurance naming the County as additional insured.

If you could also have a witness signed the attached, that would be great.

Thank you,

Katie Schoening, ARM | Risk Manager | 810.257.2628 | 1101 Beach St., Flint, MI 48502 | kschoening@geneseecountymi.gov



GENESEE COUNTY
OFFICE OF FISCAL SERVICES

From: Jillian Koterba <jillkoterba@gmail.com>

Sent: Wednesday, March 13, 2024 12:34 PM

To: Schoening, Katie <KSchoening@geneseecountymi.gov>

Subject: Re: Introduction to Jillian Koterba - NP Insurance Questions

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Katie,

I have attached the worker's compensation form, as well as a screenshot of the quote I got from Nurse Service Organization for occurrence based professional liability insurance. I have used this company in the past and was happy with them. I think occurrence based is what I would like to do, rather than claims based.

Best,
Jill



Good News – You have the option to pay in installments! Please continue to the checkout page to see payment options available.



Your Professional Liability Quote - Occurrence

Full Payment

\$2,117⁰⁰

Per year

\$1,000,000

Liability Limit (Per Occurrence) 

\$6,000,000

Liability Limit (Aggregate) 

Mar 13, 2024  Modify date
Policy Start Date

Feedback

not included

On Mar 11, 2024, at 1:31 PM, Schoening, Katie <KSchoening@geneseecountymi.gov> wrote:

Hi Jillian,

Per our conversation, I have attached the Work Comp release for a sole proprietor. Please sign the attached and return to me with your insurance quote information.

Please don't hesitate to contact me if you have any questions.

Thank you,

Katie Schoening, ARM | Risk Manager | 810.257.2628 | 1101 Beach St., Flint, MI 48502 |
kschoening@geneseecountymi.gov
<image001.png>

From: Snyder, Brad <bsnyder@geneseecountymi.gov>
Sent: Friday, March 8, 2024 9:22 AM
To: Schoening, Katie <KSchoening@geneseecountymi.gov>
Cc: jillkoterba@gmail.com
Subject: Introduction to Jillian Koterba - NP Insurance Questions

Hi Katie,

Jillian Koterba, the NP who we are seeking to contract with for services at GCHD, would like to ask you some questions regarding the insurance requirements listed within the attached draft contract.

Could you connect with Jillian to assist with her questions? I've copied her on this email.

Best,

Brad

Desk Phone: 810.237.6160 | **Cell Phone:** 810.285.0912 | **Fax:** 810.257.3147

Email: bsnyder@geneseecountymi.gov | **Website:** www.geneseecountymi.gov

Address: 630 S. Saginaw St. Ste. 4, Flint, Michigan 48502

<image002.png>

Like us on Facebook www.facebook.com/GeneseeCountyHealthDepartment

Upcoming Out of Office Dates: 3/18, 3/25, 3/29

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<WC Release - Sole Proprietor.pdf>

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
P.O. BOX 30670
LANSING, MI 48909-8170

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BOARD OF NURSING
REGISTERED NURSE LICENSE AND
NP
SPECIALTY CERTIFICATION
JILLIAN RAE KOTERBA

LICENSE NO.	EXPIRATION DATE	
4704279051	07/15/2025	23184084642

JILLIAN RAE KOTERBA
713 Hollywood Dr
Owosso, MI 48867

COMPLAINT INFORMATION:
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE CONSTRUED AS
A WAIVER, DISMISSAL OR ACQUIESCENCE TO ANY COMPLAINTS
OR VIOLATIONS PENDING AGAINST THE LICENSEE, ITS AGENTS
OR EMPLOYEES.

FUTURE CONTACTS:
YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE OR
ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS BY EMAILING BPLHELP@MICHIGAN.GOV
OR CALL (517) 241-0199

YOUR LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE.

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BOARD OF NURSING

REGISTERED NURSE LICENSE
AND
NURSE PRACTITIONER
SPECIALTY CERTIFICATION

JILLIAN RAE KOTERBA

LICENSE NO.
4704279051

EXPIRATION DATE
7/15/2025

23184084642

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN

RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

Important Terms:

Recipient: A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

Subrecipient: A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

Contractor: A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

Instructions: The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

Note: One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office _____

Entity receiving funds _____

Funding Source(s) _____

Notes:

CHARACTERISTICS

EXPLANATIONS

Decision Making Authority

200.330 a. 1 Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

200.330 a.3 Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

Nature of Award

200.330 a. 2 Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.

200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

Criteria for Selection

EXPLANATIONS

200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be reimbursed for only actual costs incurred?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.3 Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Was the entity's proposed price a factor in the selection process?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Will the entity derive a profit from the agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.

Entity's Business Environment

EXPLANATIONS

200.330 b.1 Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

200.330 b.2 Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship.
If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

Determination

EXPLANATIONS

Final Determination

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

Determined by _____ (enter name of person initially making decision) _____ (date)

Approved by _____ (enter name of person reviewing) _____ (date)

Based on the relationship determined above, see additional guidance on requirements governing agreements.

Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements,

Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.



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, _____, 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.

A handwritten signature in cursive script, appearing to read "J. G. Galt", written over a horizontal line.

Signature (contractor)

Date

A handwritten signature in cursive script, appearing to be a stylized "S" followed by a flourish, written over a horizontal line.

Witness (other than relative)

Date

1/14/2016

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**

PRODUCER	BRANCH	PREFIX POLICY NUMBER	Policy Period
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

Medical Specialty	Code	Insurance is provided by:
Profession	ISO Code	Hudson Insurance Company
Nurse Practitioner Adult	80965	100 William Street, 5 th 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.)

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

FORM #	DESCRIPTION
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

FORM #	DESCRIPTION
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.

Nurse Practitioner

Date

Physician

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)