

**NOTICE OF SCHOOLCRAFT BOARD OF COMMISSIONERS  
SPECIAL BOARD MEETING**

PLEASE TAKE NOTICE that the Schoolcraft County Board of Commissioners will meet on **Thursday, April 17, 2025**, in the 1<sup>st</sup> Floor Conference Room of the Schoolcraft County Building, Manistique, Michigan, commencing at **12:00 P.M. (Noon)**. The following is the proposed Agenda:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes: April 10, 2025, Board and Audit-Finance Meeting

5. Approval of agenda
6. Brief Public Comment
7. New Business:

Meeting of the Whole – Medical Examiner Contract  
Medical Examiner

8. Public Comment
9. Adjournment

And, to take up and consider any other matter which may lawfully come before the Board at this time.

*Paul Walker* .

Paul Walker, Chairperson  
Schoolcraft County Board of Commissioners

**Public may view this meeting via zoom (listening purposes only) no public comment or interaction via zoom.**

**Join Zoom Meeting**  
**<https://us02web.zoom.us/j/5117745749>**

**Meeting ID: 511 774 5749**  
**Passcode: 987456**

**SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS  
BOARD MEETING and AUDIT/FINANCE MEETING**

The Schoolcraft County Board of Commissioner's Board Meeting / Audit Finance Meeting met on Thursday, April 10, 2025, in the District Courtroom of the Schoolcraft County Building, City of Manistique, Michigan. Chairman Paul Walker called the meeting to order at 5:00 p.m. The roll was called with the following members present and/or absent:

Present:       Commissioner Craig Reiter  
                  Commissioner Bruce Birr  
                  Commissioner Troy Bassett  
                  Commissioner Paul Walker  
                  Commissioner Daniel P. Hoholik  
                  Schoolcraft County Clerk Beth A. Edwards

Absent:         None

Chairman Paul Walker led the Schoolcraft County Board of Commissioners and the members of the audience in the Pledge of Allegiance to the Flag of the United States of America.

**It was moved** by Commissioner Troy Bassett and was seconded by Commissioner Daniel P. Hoholik to approve the minutes of March 27, 2025, Board and Audit Meeting of the Schoolcraft County Board of Commissioners and April 3, 2025, Meeting of the Whole. The motion carried by unanimous aye vote of the Board members present. [Copies of minutes are available at the Office of the Schoolcraft County Clerk.]

Chairman Paul Walker asked if there were any additions, deletions, or corrections to the printed agenda. Commissioner Paul Walker asked to move the Equalization Report to the next Board Meeting. **It was moved** by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to approve the amended agenda. The motion carried by a unanimous aye vote of the Board members present.

Public Hearings: None

Public Comment: Ed Unger addressed the current Medical Examiner situation and expressed the need for action as there has been a bankruptcy filed, staff are resigning, autopsy reports are delinquent, and he has had no contact at their Medical Examiner Investigator.

Dixie Anderson addressed a non-partisan group marching at the VA Clinic on US-2 on Saturday to support our veterans.

Unfinished Business: None

**New Business:**

**It was moved** by Commissioner Craig Reiter and was seconded by Commissioner Troy Bassett to approve the oral and written FY24 Annual Report given by Jean Vanderville for the Schoolcraft County Road Commission. The motion carried by a unanimous aye vote of the Board members present.

**It was moved** by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to accept the resignation of Keith Jacobson from the Zoning Board of Appeals and the Schoolcraft County Planning Commission. The motion carried by a unanimous aye vote of the Board members present.

**It was moved** by Commissioner Troy Bassett and was seconded by Commissioner Daniel P. Hoholik to approve the appointment of Robin LaCroix to the Indian Lake Authority Board as Thompson Township representative to replace Teresa Lund. The motion carried by a unanimous aye vote of the Board members present.

**It was moved** by Commissioner Craig Reiter and was seconded by Commissioner Paul Walker to approve the Army Tank Conditional Deed of Gift – Army Donation Program and authorize Paul Walker, Board Chairman, to sign the needed documents. The motion carried by a unanimous aye vote of the Board members present.

**It was moved** by Commissioner Craig Reiter and was seconded by Commissioner Troy Bassett to the FY26 County Veterans Service Fund Grant Application in the amount of \$51,320, and authorize Paul Walker, Board Chairman, to sign the needed documents. The motion carried by a unanimous aye vote of the Board members present.

**It was moved** by Commissioner Troy Bassett and was seconded by Commissioner Paul Walker to approve the Zoning Administrator as a salary non-department head position \$40,716 and 911 Addressing \$3,900, starting salary of \$44,616 pursuant to Policy and Procedures at the end of the ninety-one day probationary period a 5% increase on Zoning Administrator duties may be given upon satisfactory review (Citizens Planner Certificate and Zoning Administrator Certificate) and

recommendation by the Personnel Committee and approval by the Schoolcraft County Board of Commissioners, and offer the position to the one candidate that was received. The motion carried by a unanimous aye vote of the Board members present.

**Reports, the following matters were heard:**

**Commissioner Daniel P. Hoholik:** attended Building/Grounds & Airport Committee, Personnel Committee, Meeting of the Whole, and Audit/Finance Committee meetings.

**Commissioner Craig Reiter :** attended Meeting of the Whole, MAC Conference, and Mueller Township meetings.

**Commissioner Paul Walker:** attended Audit/Finance Committee and Meeting of the Whole meetings.

**Commissioner Bruce Birr:** attended no meetings.

**Commissioner Troy Bassett:** attended Personnel Committee, Building/Grounds & Airport Committee, Meeting of the Whole, and Road Commission meetings.

Mike Perrilloux addressed the City's new water meters. There was nothing new on Material Management.

Steve Videtich addressed waiting for dry weather to install the small gate motor at the dam, he was contacted by Mike Powers regarding assisting with cleanup around the Airport on River Road and US2, Merwin Creek water pump has been cleared for opening the campground, and FAA will do a pavement inspection at the end of the month.

Heather LaLonde, County Treasurer, 14 Foreclosures with 3 structures, the auction will be August 18 and 19, 2025.

Erin Daines addressed the MSU Extension activities and projects.

**Announcements and Notices:** None

**Public Comment:** None

**Commissioner's Comment:** Daniel P. Hoholik thanked everyone for the hard work on the Zoning Administrator.

Paul Walker thanked Troy Bassett for the outstanding job on the Zoning Administrator as well as Craig Reiter and Pat Carley.

Bruce Birr would have liked to have been at the Personnel Committee meeting, but he was out of state.

Troy Bassett thanked the board for working to get the wage and Zoning Administrator position together. Also thanked Corey Barr for assisting as Interim Zoning Administrator.

**Communications:** None.

At 5:51 p.m., meeting was turned over to Daniel P. Hoholik, Audit-Finance Chairman.

**It was moved** by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to approve the claims and vouchers numbered **1931 through 2082**, inclusive. There was discussion. The motion carried by unanimous aye vote of the Board members present.

At 5:52 p.m., the meeting was turned back over to Chairman Paul Walker. Chairman Paul Walker asked if there was any further business to come before the Board.

**It was moved** by Commissioner Troy Bassett and was seconded by Commissioner Craig Reiter to adjourn. The motion carried by a unanimous aye vote of the Board members present.

**Chairman Paul Walker** adjourned the Board and Audit Finance Meeting at 5:52 p.m.

\_\_\_\_\_  
Beth A. Edwards, County Clerk

Approved: \_\_\_\_\_

## **COUNTY MEDICAL EXAMINERS**

### **Act 181 of 1953**

AN ACT relative to investigations in certain instances of the causes of death within this state due to violence, negligence or other act or omission of a criminal nature or to protect public health; to provide for the taking of statements from injured persons under certain circumstances; to abolish the office of coroner and to create the office of county medical examiner in certain counties; to prescribe the powers and duties of county medical examiners; to prescribe penalties for violations of the provisions of this act; and to prescribe a referendum thereon.

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### **COUNTY MEDICAL EXAMINERS (EXCERPT) Act 181 of 1953**

#### **52.201 Coroner; abolition of office; county medical examiner; appointment; terms; vacancies; civil service; qualifications; agreement among counties.**

##### **Sec. 1.**

(1) The board of commissioners of each county of this state shall by resolution abolish the office of coroner and appoint a county medical examiner to hold office for a period of 4 years. If the office of county medical examiner becomes vacant before the expiration of the term of office, the board of commissioners may appoint a successor to complete the term of office. In counties with a civil service system, the appointment and tenure of the medical examiner shall be made in accordance with the provisions of that civil service system.

(2) County medical examiners shall be physicians licensed to practice within this state or, if the county does not have an accredited hospital, licensed in another state that borders the county.

(3) Two or more counties, by resolution of the respective boards of commissioners, may enter into an agreement to employ the same person to act as medical examiner for all of the counties.

#### **52.201a Deputy county medical examiner and medical examiner investigators; appointment; qualifications; approval; duties of investigator.**

##### **Sec. 1a.**

(1) The county board of commissioners may appoint as a deputy county medical examiner any person meeting the qualifications as required by this section and approved by the county medical examiner. Deputy county medical examiners shall be physicians licensed to practice within this state.

(2) The county medical examiner may appoint medical examiner investigators to assist the county medical examiner in carrying out the duties required by this act. The county medical examiner shall determine the qualifications of the medical examiner investigators, taking into consideration the person's education, training, or experience, and shall be solely responsible for determining the duties assigned to the medical examiner investigator.

### **52.201c County medical examiner; powers and duties.**

#### **Sec. 1c.**

The county medical examiner shall be in charge of the office of the county medical examiner and may promulgate rules relative to the conduct of his office. The county medical examiner may delegate any functions of his office to a duly appointed deputy county medical examiner if the deputy county medical examiner is a licensed physician. If the deputy county medical examiner is not a licensed physician, his functions shall be limited as provided by law.

### **52.201d Deputy county medical examiners; appointment in counties under civil service.**

#### **Sec. 1d.**

In counties having a civil service system the county medical examiner shall appoint the deputy medical examiners.

### **52.201e County medical examiner and deputies; compensation and expenses.**

#### **Sec. 1e.**

The compensation of the county medical examiners and deputy county medical examiners shall be such as is appropriated by the county board of supervisors. The county medical examiner and deputy county medical examiners shall receive, in addition to compensation, their actual and necessary traveling and other expenses, within the appropriation made therefore by the county board of supervisors.

### **52.201f County medical examiner and deputies; removal.**

#### **Sec. 1f.**

The county board of supervisors shall remove from office any county medical examiner or upon request of the county medical examiner any deputy county medical examiner, after hearing, who fails to discharge properly the duties of his office. In counties having a civil service system, the removal of the county medical examiner shall be made in accordance with the provisions of the civil service system.

### **52.202 Investigation by county medical examiner as to cause and manner of death; prisoners; medical records, papers, or documents; exemption from disclosure; definitions.**

#### **Sec. 2.**

(1) A county medical examiner or deputy county medical examiner shall investigate the cause and manner of death of an individual under each of the following circumstances:

- (a) The individual dies by violence.
- (b) The individual's death is unexpected.
- (c) The individual dies without medical attendance by a physician, or the individual dies while under home hospice care without medical attendance by a physician or a registered nurse, during the 48 hours immediately preceding the time of death,

unless the attending physician, if any, is able to determine accurately the cause of death.

- (d) The individual dies as the result of an abortion, whether self-induced or otherwise.

(2) If a prisoner in a county or city jail dies while imprisoned, the county medical examiner or deputy county medical examiner, upon being notified of the death of the prisoner, shall examine the body of the deceased prisoner.

(3) In conducting an investigation under subsection (1) or (2), a county medical examiner or deputy county medical examiner may request the circuit court to issue a subpoena to produce medical records, books, papers, documents, or other items related to the death being investigated. The circuit court may punish failure to obey a subpoena issued under this section as contempt of court.

(4) Medical records, books, papers, documents, or other items that a county medical examiner or deputy county medical examiner obtains in conducting an investigation under this act, whether in response to a subpoena or otherwise, are exempt from disclosure under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

(5) As used in this section:

- (a) "Home hospice care" means a program of planned and continuous hospice care provided by a hospice or a hospice residence that consists of a coordinated set of services rendered to an individual at his or her home on a continuous basis for a disease or condition with a terminal prognosis.
- (b) "Physician" means a person licensed as a physician under part 170 or part 175 of the public health code, 1978 PA 368, MCL 333.17001 to 333.17084 and 333.17501 to 333.17556.
- (c) "Registered nurse" means a person licensed as a registered professional nurse under part 172 of the public health code, 1978 PA 368, MCL 333.17201 to 333.17242.

**52.203 Sudden, unexpected, accidental, violent, or medically unattended deaths; notice to county medical examiner; knowledge that 2 or more individuals involved were same age, sex, height, weight, hair color, eye color, and race.**

Sec. 3.

(1) Any physician and any person in charge of any hospital or institution, or any person who shall have first knowledge of the death of any person who shall have died suddenly, unexpectedly, accidentally, violently, or as the result of any suspicious circumstances, or without medical attendance during the 48 hours prior to the hour of death unless the attending physician, if any, is able to determine accurately the cause of death, or in any case of death due to what is commonly known as an abortion, whether self-induced or otherwise, shall notify the county medical examiner or his or her deputy immediately of the death.

(2) If the physician, person in charge of any hospital or institution, or other person who has first knowledge of the death of a person as described under subsection (1) has knowledge that there were 2 or more individuals involved in the same accident who were approximately the same age, sex, height, weight, hair color, eye color, and race, then he or she shall make the county medical examiner or his or her deputy aware of that fact and whether or not any of those individuals survived that accident when notifying the examiner or deputy of the death as required under subsection (1). If any of those individuals survived, the county medical examiner or his or her deputy shall also be informed which



hospital or institution those individuals were taken to and the hospital or institution shall also be made aware that the accident involved 2 or more individuals with similar attributes.

**52.204 Violent, unexpected or medically unattended deaths; removal of body, notice; violation of section, penalty.**

Sec. 4.

It shall be unlawful for any funeral director, embalmer or other person to remove the body from the place where death occurred, or to prepare the body for burial or shipment, when such funeral director, embalmer or other person knows or upon reasonable investigation should know that death may have occurred in a manner as indicated in section 3, without first notifying the county medical examiner or his deputy and receiving permission to remove, prepare for burial or ship such body. Any person who violates the provisions of this section is guilty of a misdemeanor and may be imprisoned not exceeding 1 year, or fined not exceeding \$500.00, or both.

**52.205 Notice of body; manner of death; removal of body to morgue; investigation; designation and duties of medical examiner investigator; list of investigators and qualifications; autopsy; ascertaining identity of deceased and notifying next of kin; impossible identification or knowledge that 2 individuals share same attributes; records; disposition of body.**

Sec. 5.

(1) When a county medical examiner has notice that there has been found within his or her county or district the body of a person who is supposed to have come to his or her death in a manner as indicated in section 3, the medical examiner shall take charge of the body, and if, on view of the body and personal inquiry into the cause and manner of the death, the medical examiner considers a further examination necessary, the county medical examiner or a deputy may cause the dead body to be removed to the public morgue. If the investigation is for the reason only that the dead person had no medical attendance during 48 hours before the hour of death, and if the dead person had chosen not to have medical attendance because of his or her bona fide held religious convictions, removal shall not be required unless there is evidence of other conditions stipulated in section 3. If there is no public morgue, then the body may be removed to a private morgue as the county medical examiner has designated.

(2) The medical examiner may designate a person appointed pursuant to section 1a(2) to take charge of the body, make pertinent inquiry, note the circumstances surrounding the death, and, if considered necessary, cause the body to be transported to the morgue for examination by the medical examiner. The medical examiner shall maintain a list of persons appointed pursuant to section 1a(2) and their qualifications which shall be filed with the local law enforcement agencies. The person appointed pursuant to section 1a(2) shall not be an agent or employee of any person or funeral establishment licensed under article 18 of the occupational code, 1980 PA 299, MCL 339.1801 to 339.1812, receive, directly or indirectly, any remuneration in connection with the disposition of the body or make any funeral or burial arrangements without approval of the next of kin, if they are found, or the person responsible for the funeral expenses.

(3) The county medical examiner may perform or direct to be performed an autopsy and shall carefully reduce or cause to be reduced to writing every fact and circumstance tending to show the condition of the body and the cause and manner of death, together with the

names and addresses of any persons present at the autopsy, which record he or she shall subscribe.

(4) The medical examiner shall ascertain the identity of the deceased and notify immediately as compassionately as possible the next of kin of the death and the location of the body except that such notification is not required if a person from the state police, a county sheriff department, a township police department, or a municipal police department states to the medical examiner that the notification has already occurred. If visual identification of an individual is impossible as a result of burns, decomposition, or other disfiguring injuries or if the county medical examiner is aware that the death is the result of an accident that involved 2 or more individuals who were approximately the same age, sex, height, weight, hair color, eye color, and race, then the county medical examiner shall verify the identity of the deceased through fingerprints, dental records, DNA, or other definitive identification procedures and, if the accident resulted in the survival of any individuals with the same attributes, shall notify the respective hospital or institution of his or her findings. The county medical examiner may conduct an autopsy if he or she determines that an autopsy reasonably appears to be required pursuant to law. After the county medical examiner, a deputy, a person from the state police, a county sheriff department, a township police department, or a municipal police department has made diligent effort to locate and notify the next of kin, he or she may order and conduct the autopsy with or without the consent of the next of kin of the deceased.

(5) The county medical examiner or a deputy shall keep a written record of the efforts to locate and notify the next of kin for a period of 1 year from the date of the autopsy. The county medical examiner shall, after any required examination or autopsy, promptly deliver or return the body to relatives or representatives of the deceased or, if there are no relatives or representatives known to the examiner, he or she may cause the body to be decently buried, except that the medical examiner may retain, as long as may be necessary, any portion of the body believed by the medical examiner to be necessary for the detection of any crime.

#### **52.205a Sudden death, cause unknown, of child under age of 2 years; report; request for autopsy; notice of results; costs; rules.**

##### **Sec. 5a.**

(1) When a child under the age of 2 years dies within this state under circumstances of sudden death, cause unknown, or found dead, cause unknown, that death shall be immediately reported to the county medical examiner or deputy county medical examiner of the county where the body is located. The county medical examiner or deputy county medical examiner shall inform the parents or legal guardians of the child that they may request an autopsy to be performed on the child. The state shall cover the costs of an autopsy requested under this section. The county medical examiner or the deputy county medical examiner shall arrange the autopsy requested under this section and shall promptly notify the parents or legal guardians of the results of that autopsy. The county medical examiner or the deputy county medical examiner shall report the costs of the autopsy performed under this section to the director of the department of community health. If the director determines the claim to be reasonable and proper, he or she shall reimburse the person for the costs incurred under this section out of funds appropriated for this purpose by the legislature. Nothing in this section shall be construed to interfere with the duties and responsibilities of the county medical examiner or deputy county medical examiner as provided in this act.

(2) The department of community health shall promulgate rules and regulations under this act to promote consistency and accuracy among county medical examiners and deputy

county medical examiners in determining the cause of death under this section. The department may adopt, by reference in its rules, all or any part of the "State of Michigan Protocols to Determine Cause and Manner of Sudden and Unexplained Child Deaths" published by the Michigan child death review program.

#### **52.206 Private morgue; compensation.**

Sec. 6.

If the body of a deceased person has been removed to a private morgue for examination upon the order of the medical examiner, the keeper of such morgue shall be allowed compensation for his services as the county medical examiner deems reasonable. Compensation is to be paid out of the county treasury on the order of the examiner. Any expense incurred under the provisions of this act shall be within the appropriations made therefore by the county board of supervisors.

#### **52.207 Violent, unexpected or medically unattended deaths; investigation by county medical examiner; inquest.**

Sec. 7.

Upon the written order of the prosecuting attorney or the attorney general or upon the filing of a petition signed by 6 electors of a county, the county medical examiner or deputy shall conduct an investigation, as provided in section 5, of the circumstances surrounding any death believed to have occurred in the county. Upon determination of the prosecuting attorney or upon the determination of the examiner an inquest shall be held by a district court judge or a municipal court judge.

#### **52.208 Violent, unexpected or medically unattended deaths; personalty (personal property) found on deceased's person, possession, inventory, disposition, use as evidence.**

Sec. 8.

In all cases arising under the provisions of this act, in the absence of next of kin of the deceased person, the senior police officer being concerned with the matter, and in the absence of police, the county medical examiner or his deputy, shall take possession of all property of value found upon the person of the deceased, make an exact inventory report thereof and shall deliver the property, unless required as evidence, to the person entitled to the custody or possession of the body. If the personal property of value is not claimed by the person entitled to the custody or possession of the body of the decedent within 60 days, the property shall be turned over to an administrator or other personal representatives of the decedent's estate to be disposed of according to law; or, if required as evidence, the property within 60 days after the termination of any proceeding or appeal period there from permitted by law shall be turned over to the person entitled to the custody or possession of the body, or to an administrator or other personal representative of the decedent's estate. Nothing in this section shall affect the powers and duties of a public administrator.

#### **52.209 Body determined suitable for donation; agreement; release of information; conduct of examination within certain time period; section to be known as "Kyle Ray Horning's law."**

Sec. 9.

(1) If a county medical examiner or his or her designee receives notification from a person other than a representative of a hospital of a death that requires an investigation by the county medical examiner's office pursuant to this act, the county medical examiner or his or her designee shall take charge of the body. If, upon viewing the body and personally inquiring into the cause and manner of the death, the county medical examiner or his or her designee determines that the body, subject to part 101 of the public health code, 1978 PA 368, MCL 333.10101 to 333.10123, and according to criteria established by Michigan's federally designated organ procurement organization, may be suitable for donation or for the donation of body parts, the county medical examiner or his or her designee shall, in a timely manner as prescribed under subsection (2), contact Michigan's federally designated organ procurement organization or its successor organization as defined in section 10102 of the public health code, 1978 PA 368, MCL 333.10102. If contacted by the federally designated organ procurement organization or other procurement organization, or both, the county medical examiner shall enter into an agreement with the federally designated organ procurement organization and other procurement organization that coordinates the recovery and allocation of anatomical donations in that county. The agreement shall outline the procedures and protocols of each party to assure that transplantable organs, tissues, and eyes are obtained from potential donors and shall meet the requirements of part 101 of the public health code, 1978 PA 368, MCL 333.10101 to 333.10123. The agreement shall provide that if any extraordinary medical examinations are necessary prior to the removal of organs, tissues, or eyes, the procurement organization shall cover those costs. The county medical examiner or his or her designee may release any information to the federally designated organ procurement organization or other procurement organization that is necessary to identify potential organ, tissue, or eye donors and seek consent for such donations in accordance with part 101 of the public health code, 1978 PA 368, MCL 333.10101 to 333.10123. A county medical examiner or his or her designee shall not discuss the option of organ donation with any individual with the authority to make a gift under part 101 of the public health code, 1978 PA 368, MCL 333.10101 to 333.10123.

(2) If an investigation of the cause and manner of death, regardless of whether the death occurred in a hospital or not, is required under this act and the county medical examiner or his or her designee has notice that the individual is a donor or that a gift of all or a part of that individual's body has been made pursuant to part 101 of the public health code, 1978 PA 368, MCL 333.10101 to 333.10123, the county medical examiner or his or her designee shall conduct the examination of the dead body within a time period that permits organs, tissues, and eyes to remain viable for transplant. If the county medical examiner or his or her designee is unable to conduct the investigation within that period of time, a health professional or technician who is authorized to remove an anatomical gift from a donor under part 101 of the public health code, 1978 PA 368, MCL 333.10101 to 333.10123, may remove the donated tissues or organs, or both, in order to preserve the viability of the donated tissues or organs for transplant upon notifying the county medical examiner or his or her designee. If the county medical examiner or his or her designee determines that an organ may be related to the cause of death, the county medical examiner or his or her designee may do 1 or more of the following:

- (a) Request to be present during the removal of the donated organs.
- (b) Request a biopsy of the donated organs.

(3) This section shall be known and may be cited as "Kyle Ray Horning's law".

**52.210 Removal of body to crematory; permit from county medical examiner; violation of section, penalty.**

No funeral director, embalmer or any other person shall remove the body of any deceased person to a crematory or remove for the purpose of cremation such dead body from the county in which death occurred without the signed permit of the medical examiner for such county or his deputy. Any person who violates the provisions of this section is guilty of a misdemeanor and shall be imprisoned not more than 1 year, or fined not more than \$500.00, or both.

#### **52.211 County medical examiner; records.**

##### **Sec. 11.**

Medical examiners shall keep a record of all views of bodies found dead, together with their view and autopsy reports.

#### **52.212 County medical examiner and deputies; testimony, expenses.**

##### **Sec. 12.**

Any and all medical examiners or their deputies may be required to testify in behalf of the state in any matter arising as the result of any investigation required under this act, and shall testify in behalf of the state and shall receive such actual and necessary expenses as the court shall allow.

#### **52.213 Coroner; transfer of powers and duties to county medical examiner, abolition of office; transfer of proceedings and records.**

##### **Sec. 13.**

In counties having a medical examiner under the provisions of this act, the powers and duties vested by law in the office of coroner are hereby transferred to and vested in the county medical examiners and their deputies. In such counties immediately upon the taking effect of this act, the office of coroner shall be abolished, and whenever reference thereto is made in any law of this state, reference shall be deemed to be intended to be made to the medical examiners created by this act, insofar as consistent with the provisions of this act. Any hearing or other proceeding pending before any coroner shall not be abated but shall be deemed to be transferred to the medical examiner of the proper county and shall be conducted and determined by such examiner in accordance with the provisions of law. All records, files and other papers belonging to any coroner in any such county shall be turned over to the county medical examiner of the proper county and shall be continued as a part of the records and files of said county medical examiner.

#### **52.213a Coroner; transfer of powers and duties to county medical examiner, abolition of office; transfer of proceedings.**

##### **Sec. 13a.**

The powers and duties vested by law in the office of coroner are transferred to and vested in the county medical examiners and their deputies as provided herein. The office of coroner, as provided for in sections 86 and 87 of chapter 14 of the revised statutes of 1846, as amended, being sections 52.86 and 52.87 of the Compiled Laws of 1948, shall be abolished, and whenever reference thereto is made in any law of this state, reference shall

be deemed to be intended to be made to the medical examiners created by this act, insofar as consistent with the provisions of this act. Any hearing or other proceeding pending before any coroner shall not be abated but shall be deemed to be transferred to the medical examiner of the proper county and shall be conducted and determined by such examiner in accordance with the provisions of law.

#### **52.213b Coroner; transfer of records.**

Sec. 13b.

All records, files and other papers belonging to any coroner in any such county shall be turned over to the county medical examiner of the proper county and shall be continued as a part of the records and files of the county medical examiner.

#### **52.213c County health officer; designation as county medical examiner.**

Sec. 13c.

Any county having a county health officer appointed under the provisions of Act No. 306 of the Public Acts of 1927, as amended, being sections 327.201 to 327.208a of the Compiled Laws of 1948, may designate the county health officer as medical examiner.

#### **52.216 Coroners; completion of term after effective date of act.**

Sec. 16.

In all counties a coroner upon the effective date of this amendatory act, the coroner may complete the term for which he was elected.

## AGREEMENT FOR COMPREHENSIVE MEDICAL EXAMINER OFFICE SERVICES

This agreement ("Agreement"), dated as of, November 1, 2022, ("Effective Date"), is by and between the County of Schoolcraft, a political subdivision of the State of Michigan (hereinafter "County"), and the Michigan Institute of Forensic Science & Medicine PC, (hereinafter "Contractor"), a professional corporation authorized to operate in the State of Michigan.

### RECITALS

WHEREAS, Schoolcraft County requires comprehensive medical examiner office, medical examiner, death investigation, and forensic autopsy services; and

WHEREAS Contractor represents that it is a duly qualified and licensed provider of medical examiner and forensic pathology services and is experienced in autopsies and related services; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### AGREEMENT

#### I. Scope of Services.

1.1 Appointment as Medical Examiner/Contractor's Specified Services. Contractor shall propose a physician licensed to practice within the State of Michigan to accept appointment as the Office of Schoolcraft County Medical Examiner and such deputy medical examiners as needed for formal appointment by the Schoolcraft County Board of Commissioners. The medical examiner and deputies once appointed shall complete the current ME's term, and be eligible for additional three year appointments commencing as of the effective date of this agreement. If appointed by the Board, commencing as of the effective date of this agreement, the medical examiner shall perform services required by Act 181, Michigan Public Acts 1953, as amended (Act 181), including (but not limited to) the work described in Exhibit A, attached hereto and incorporated herein by this reference, within the times or by the dates provided in Exhibit A and pursuant to Article 7, prosecution of work.

1.2 Contractor's Specified Services. Upon request of the County or designee, Contractor shall perform the services described in Exhibit A, attached hereto, and incorporated herein by this reference (hereinafter "Scope of Work"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. County will discuss performance issues of any assigned personnel with Contractor so that Contractor may attempt to remedy the situation. If, at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. If any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor and County shall be responsible for timely provision of adequately qualified replacements.

1.6 Confidentiality. The services to be performed by Contractor under this Agreement necessarily involve private matters of a personal nature for the citizens of Schoolcraft County. For this reason, neither Contractor nor any persons performing services under this Agreement on its behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing services under this Agreement, unless such disclosure is required by law or necessary to effectuate the terms of this Agreement. Contractor agrees to comply with any provisions of the Health Insurance Portability and Accountability Act ("HIPAA") applicable to Contractor by reason of Contractor's provision of services under this Agreement.



2. Payment. For all services required hereunder and as outlined in Exhibit A, Contractor shall be paid Ten Thousand Dollars (\$10,000) per Contract Year (as defined below), regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Payments shall be made in equal quarterly installments to Contractor, one month prior to quarter start date, subject to receipt of such bills and/or invoices as required by County to document services provided under this Agreement. Future invoices and payments should occur in accordance with Exhibit C.
3. Term of Agreement. The term of this Agreement shall be from November 1, 2022, to October 31, 2025, unless terminated earlier in accordance with the provisions of Article 4 below. Each twelve (12) month period from November 1 through October 31 during which this Agreement remains in effect shall be known as a Contract Year.
4. Termination.
  - 4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right to terminate this Agreement by giving written notice of such termination, stating the effective date, and presenting such notice of termination at least one hundred eighty (180) days in advance of such effective date.
  - 4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should County or Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County or Contractor may immediately terminate this Agreement by giving the other party written notice of such termination, stating the reason for termination. Contractor may terminate this Agreement for non-payment of invoices overdue by more than 30 days.
  - 4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 30 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.
  - 4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive full payment for all services rendered up to the date of termination; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.
5. Indemnification. Contractor agrees to accept all responsibility for loss or damage

to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all its subcontractors, contractors, and other agents to maintain insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Representations of Contractor.

8.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

8.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor, and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides

its employees. In the event County exercises its right to terminate this Agreement, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

8.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

8.4 License to Practice Medicine and Board Certification. Contractor represents and warrants that physician personnel is/are, and will remain during the pendency of this Agreement, licensed to practice medicine in the State of Michigan and board certified by the American Board of Pathology.

8.5 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of Michigan as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

8.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

8.7 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, any County policy regarding the same. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

8.8 Assignment of Rights. Contractor assigns to County all rights throughout the

world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

8.9 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractors subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

8.10 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until

the other party shall have so consented.

11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery, by U.S. Mail or courier service, or by email. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:       Beth Edwards  
                          Schoolcraft County Clerk  
                          300 Walnut Street  
                          Manistique, MI 49854  
                          906-341-3618  
                          clerk@schoolcraftcounty.us

TO: CONTRACTOR:   Brian Hart  
                          Chief Executive Officer  
                          Michigan Institute of Forensic Science & Medicine  
                          4707 East McLeod Dr  
                          Saginaw, MI 48604  
                          989-341-5077  
                          brian@mifsm.org

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 PM (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

## 12. Miscellaneous Provisions.

12.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

12.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

12.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

12.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of Michigan, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Schoolcraft or Saginaw.


12.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

12.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

12.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

<b>MICHIGAN INSTITUTE OF FORENSIC SCIENCE &amp; MEDICINE PC</b>	<b>COUNTY OF SCHOOLCRAFT</b>
By: <u>Brian P Hart</u>	By: <u></u>
Its: CEO	Its: <u>Paul Walker</u>
Date: <u>11-14-22</u>	Date: <u>11/10/2022</u>

## Exhibit A

### Scope of Work

1. Contractor's Responsibilities. During the term of this Agreement, Contractor shall provide the following services to County:
  - a. Case Evaluation: Contractor shall provide case evaluation services and shall consult with investigators, family members of decedents, and private medical doctors, at the request of an authorized representative of the Sheriff's Office, to assist in determining whether specific cases require Medical Examiner inquiry, pursuant to MCL § 52.202.
  - b. External Exam: Contractor shall perform external examinations of decedents, when an autopsy examination is not necessary, to provide probable cause of death, according to the Michigan Death Registry. External examination may include viewing the body, examining medical records, medical history, and similar information. If such external examination reveals questions or issues that in the opinion of Contractor require an autopsy to be performed, Contractor shall perform an autopsy.
  - c. Case Consultation: Contractor may perform case consultation services on an as needed basis, including medical record and laboratory results review, investigative report review, and case analysis, which may or may not involve external examinations. Ad hoc, informal opinions provided by Contractor to Sheriff's Office personnel shall not incur fees. In the event that a formal, extensive records or case review is required to determine cause of death, County and Contractor shall mutually agree upon the scope and estimate of cost of work prior to commencement of the review.
  - d. Autopsy: Contractor shall perform autopsies when determined necessary by an authorized representative of the Sheriff's Office. Contractor shall advise Sheriff's Office on necessity of performing an autopsy versus an external examination in the context of industry best practices. Such autopsy services shall also include:
    - i. Triage: Contractor shall participate in case triage discussions.
    - ii. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of case. Such individuals or agency representatives must obtain authorization from the Sheriff's Office prior to viewing any autopsy.
    - iii. Explanation of Procedures: If authorized by the Sheriff's Office, Contractor shall explain autopsy procedures and respond to questions during the autopsy.



- iv. Education: Contractor may provide education to Sheriff's Office personnel during such autopsies, provided it does not interfere with performance of work required; however, any fee, if applicable, for such training services shall be addressed exclusively by Contractor and the party requesting such services.
- e. Laboratory Testing: Contractor shall order and pay for toxicological, bacteriological, serological, or similar testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- f. Histology: Contractor shall cover histology testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- g. Transcription: Contractor shall provide transcription services.
- h. On Scene Examination: Contractor shall view the bodies of decedents at the scene of death and/or perform other investigative services (such as interviewing/examining witnesses) during and after normal working business hours.
- i. Examination Report: Contractor shall provide a complete, typewritten, final report within sixty (60) calendar days after receipt of clinical test results and any consultation, investigative reports or information reports necessary to close the case. The report must contain the following information:
  - i. Name of individual tested, identifying information (such as age, sex, and other vital statistics), and applicable case number.
  - ii. Date external examination concluded or date and time of autopsy.
  - iii. Description of external examination of individuals/records.
  - iv. When an autopsy was performed, a description of the internal examination, noting the weight and condition of specific organs and condition of internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnoses; description of any microscopic examination; summary of laboratory tests (with copies of test reports); intervals for mechanisms of death; diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by Contractor.
  - v. Summary of relevant historical and scene information (when appropriate), results/findings from examinations performed, and determination of probable cause of death.

- vi. Any other information required by applicable state /federal laws or regulations.
- vii. Signature of forensic pathologist licensed to practice medicine in the State of Michigan. Board certified forensic pathologists will be made available for prosecutable cases.
- j. Transportation: Contractor shall perform and provide all transportation associated with cases associated with the death at their own expense all transportation costs. It is the intention of Contractor to use their own medical transport vehicle.
- k. Sudden Unexpected Infant Death Cases (SUID): Contractor shall perform procedures necessary to comply with Government Code or any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.
- l. County Committee Meetings: Contractor shall attend meetings associated with the Countywide Child Death Review and Domestic Violence Death Review committees and other related meetings that may be scheduled, unless unable to attend due to unforeseen illness, mandatory appearance requirements, or other emergency or urgent circumstances preventing attendance. County shall schedule no more than one such meeting per month through the Contractor's main office.
- m. Business Meetings: Contractor shall attend meetings that are related to the legal or public health functions of the Sheriff's Office when deemed necessary by an authorized representative of the Sheriff's Office. County shall schedule no more than one such meeting per month through the Contractor's main office.
- n. Expert Witness: Contractor shall testify as an expert witness when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Contractor has conducted an examination. The County will not be liable for any fees associated with testimony or deposition services.
- o. Anatomical Gifts: Contractor shall cooperate and support the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the Gift of Life; consult with physicians or transplant personnel when a request for donor tissue is made in a case falling under the jurisdiction of the Medical Examiner; and advise the Sheriff's Office's representative whether such a procedure would adversely affect the subsequent documentation of injuries or determination of cause or manner of death.
- p. Staff Training: Contractor shall provide education and training services for Sheriff's Office personnel as may be mutually agreed upon by Contractor and the Sheriff's Office. Such services may include, but are not necessarily limited to, instructing personnel, particularly Sheriff's Department Detectives and/or investigators, regarding medical safety issues or information required by the pathologist for effective evaluation of Medical Examiner cases.

- q. Advice/Retention: Contractor shall advise the Sheriff's Office concerning the necessity of retaining specimens and tissue samples, and their recommended retention periods.
- r. Chain of Custody: Contractor shall maintain evidence chain of custody, as required by the Sheriff's Office, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.
- s. Prior Case Review: Contractor shall perform a review, written report, and/or expert testimony of cases where a Pathologist not associated with Contractor performed the exam.
- t. Minimum Staffing: In order to adequately meet the County's forensic pathologist needs, Contractor shall assign one, full-time pathologist to the Sheriff's Office. Any additional part-time or temporary pathologists shall be assigned as deemed necessary by the County and Contractor, in the event that Contractor cannot provide said staffing.
- u. Availability: Contractor shall be available during normal business hours and off hours to consult with representatives of the Sheriff's Office regarding Medical Examiner activities.
- v. Facility/Equipment: Contractor shall provide, equip, and maintain a facility in which autopsies and any other postmortem examinations are to be performed.
- w. Operational Supplies: Contractor shall provide supplies and equipment necessary for conducting required examinations. This includes, but is not necessarily limited to, a microscope, protective supplies, (e.g., gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (e.g., syringes, scalpels, scissors, forceps, chisels, knives, saws, and photographic film); and cleaning supplies (e.g., soaps, detergents, and disinfectants).
- x. Laboratory Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- y. Histology Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- z. Forensics Contractors: Contractor shall obtain and pay for Contractors in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be deemed necessary for a small number of unusual and extraordinary cases that cannot otherwise be adequately concluded.
- aa. Specimen/Tissue Storage: Contractor shall provide for the storage of specimens and tissue samples that Contractor considers necessary to retain as evidence or for further testing.

2. Responsibilities of County: County shall have the following responsibilities under the Agreement:

- a. Additional Pathologists: County shall provide direct payment to additional pathologists that may be required to handle any disaster situation, involving ten or more deaths occurring during a single incident, if Contractor is unable to provide said services.

## **Exhibit B Insurance Requirements**

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### **1. Workers Compensation and Employers Liability Insurance**

- a. Required if Contractor has employees as defined by the various Michigan labor and employment statutes.
- b. Workers Compensation insurance with statutory limits as required by Michigan law.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees as defined by various Michigan labor and employment statutes, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### **2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$3,000,000 General Aggregate; \$3,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- e. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- f. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. *Required Evidence of Insurance:*
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

### **4. Professional Liability/Errors and Omissions Insurance**

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. *Required Evidence of Insurance:* Certificate of Insurance.

**5. Documentation**

- a. The Certificate of Insurance must include the following reference: Medical Examiner and Forensic Pathology Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Schoolcraft, its Officers, Agents and Employees.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**6. Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**7. Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**Exhibit C Fee Schedule  
and Invoice Schedule**

1. Fee Schedule

- a. Cremation Permit Fees - \$63
- b. Death Certificate Fees - \$0
- c. Non-Medical examiner Body Transportation Service - \$150 + Mileage
- d. Non-Medical examiner Body Storage - \$50 per day
- e. Non-Medical examiner Private Autopsy - \$4500

2. Invoice Schedule – Quarterly payments due 30 days prior to start of quarter

- a. Quarter 1 – November 1 to January 31 (Payment due date October 1)
- b. Quarter 2 – February 1 to April 30 (Payment due date January 1)
- c. Quarter 3 – May 1 to July 31 (Payment due date April 1)
- d. Quarter 4 – August 1 to October 31 (Payment due date July 1)