COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS

HEALTH, SAFETY & GROUNDS COMMITTEE

AGENDA

Tuesday, October 17, 2017
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners’ Room
1:00 p.m. or to follow Board of Commissioners’ Meeting

1. Meeting Called to Order by Chairperson.

2. Additions or Deletions to the Agenda – Approval of the Agenda.


4. Board/Employee Comments.


6. Old Business:
   B. Discuss Security Equipment Costs.
   C. Discuss Medical Examiner Structure Options – Lisa Kaspriak, Jeremy Beebe and Susan Vander Pol


8. Board Comments.

9. Extended Public Comments (Six Minute Limit).

10. Adjournment.

PUBLIC COMMENT

The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern. If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
Meeting Called to Order by Chairperson Gregory at 1:02 p.m.

Members Present: Commissioners Mark Gregory, Roger Elkins and Jack Nehmer.

Members Absent: None.


Additions or Deletions: None.

Motion by Commissioner Nehmer, seconded by Commissioner Elkins to approve the agenda. Motion was unanimously supported.

Public Comments - None.

Employee Comments – None.

Motion by Commissioner Elkins, seconded by Commissioner Nehmer to approve the minutes of August 1, 2017. Motion was unanimously supported.

Old Business:


General discussion was held on the study submitted by Landmark Design Group and security for the county buildings. Susan was asked to contact the Building Official and inquire about the process, costs and options to put a handicapped ramp on the north entrance of the main courthouse.

Brief discussion was held on the available existing equipment, such as wands, to do enhanced security in the main courthouse and annex building and the number of staff required to perform services.

Medical Examiner Structure
Jeremy Beebe, E.M.S. Director, provided an overview of the current Medical Examiner budget, processes, utilization of our existing staff for Medical Examiner Investigators (MEI’s), training and Lisa Kaspriak’s role for Medical Examiner administrative services. There are policies and procedures relevant to the Medical Examiner program and operations.

Lisa Kaspriak provided the committee members with proposals she would like the Board of Commissioners to consider, along with the relevant costs of each proposal. It was noted the amount submitted for autopsies was understated by approximately $10,000 during the review and proposals were noted for the difference during consideration. Discussion was held on the recommended need for eight (8) medical examiner investigators for each of the proposals. Any of the proposals would require current policies and procedures to change, as well as items negotiated under the terms of the existing collective bargaining agreement with the G.E.L.C. union group. The County can seek proposals from other entities and Medical Directors if the Board of Commissioners prefers.

Brief discussion was held on operations of the morgue in Mecosta County and that there is a nationwide shortage of pathologists. The autopsy reports can take a long time to get back (4 to 6 month). A morgue system may help to reduce the costs and is the ultimate goal. There would be a need to increase the number of entities that utilize the morgue.
The Committee asked Jeremy Beebe to review and cost out the proposals including discussion from today’s meeting. Additional discussion was held on transport fees for bodies, as the Medical Examiner budget does not currently reimburse the E.M.S. Department for any costs related to body transports. There are also additional Medical Examiner operation costs that are paid for from the 210 Emergency Medical Services Fund, such as MEI wages and benefits.

Steve Stiffler also mentioned some MEI’s are in the union and inquired about the cost shifts that would come from the 210 Fund to the 101 General Fund. Lisa stated Dr. Wagner and she don’t want to increase the existing budget expenditures doing the restructure, but mostly align processes, staff and policies. Having the union employees makes Osceola County different than other counties Dr. Wagner serves.

The next Committee meeting will be held on October 17th at 1:00 p.m. or following the Board of Commissioners meeting.

**Board Comments** – None.

**Extended Public Comments** (Six Minute Limit) - None.

The Committee adjourned at 2:55 p.m.

Respectfully submitted,

[Signature]

Susan M. Vander Pol
Osceola County Coordinator
Personnel: 8 committed with a Chief Investigator. Available 24/7 with backup coverage.

Coverage: 24/7 Triage Phone Number in Place.

Case Cost: 40 Cases Total Per Year: 50% Level 1 50% Level 2

Level 1 ESTIMATES

20 cases: Paid at $455 per year to MEI’s with level 1 permission as current EMS Employees

TOTAL LEVEL 1 COST Estimated 4 * $455 = $1,820

Level 2 ESTIMATES

20 cases @ $220 = $4,400 (Starting at $175 up to $220 per case plus Mileage)

Avg $32 mileage per case = $640

TOTAL LEVEL 2 COST: $6,860

EMS Administrator $7,538.00

TOTAL COST PROPOSAL 1 $16,218

(Both levels added above plus EMS admin.)
OSCEOLA COUNTY
POPULATION 23,169
CURRENT Medical Examiner BUDGET $51,378
Plus CURRENT EMS ALLOCATED TO ME $3,185 Employee Stipen + $ Transport Cost + Supplies

WORKING DOCUMENT

$40,882 MEI STRUCTURE

$ 40,882 Estimated Expenses Below

$ 18,132 Autopsy/Tox

$ 1,250 Transportation (5 @ $250)

$ 26,000 Medical Examiner Contract (Chief, Admin, Supplies, Expenses, Database, All Education, Liability Insu.)

$ -4,500 Estimated Income from Cremation Permits

<table>
<thead>
<tr>
<th>Cremation Permits</th>
<th>Each</th>
</tr>
</thead>
<tbody>
<tr>
<td>120</td>
<td>$50</td>
</tr>
<tr>
<td>$6,000</td>
<td></td>
</tr>
<tr>
<td>Cremation Permit Support</td>
<td>-$1,500</td>
</tr>
<tr>
<td>Income</td>
<td>$4,500</td>
</tr>
</tbody>
</table>

$
# Medical Examiner and Administration Fees By County

<table>
<thead>
<tr>
<th>County</th>
<th>ME</th>
<th>Admin*</th>
<th>Total</th>
<th>Population</th>
<th>Per Capita</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake</td>
<td>$1,388.00</td>
<td>$4,763.00</td>
<td>$6,151.00</td>
<td>11,424</td>
<td>$0.54</td>
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<tr>
<td>Wexford</td>
<td>$8,000.00</td>
<td>$34,400.00</td>
<td>$42,400.00</td>
<td>33,003</td>
<td>$1.28</td>
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<tr>
<td>Montcalm</td>
<td>$15,000.00</td>
<td>$42,087.00</td>
<td>$57,087.00</td>
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<td>$0.91</td>
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<tr>
<td>Clare</td>
<td>$7,200.00</td>
<td>$19,700.00</td>
<td>$26,900.00</td>
<td>30,553</td>
<td>$0.88</td>
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<tr>
<td>Osceola 2017</td>
<td>$5,826.00</td>
<td>$14,535.00</td>
<td>$20,361.00</td>
<td>23,058</td>
<td>$0.88</td>
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<tr>
<td>Average</td>
<td></td>
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<td>$30,579.80</td>
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<td>Osceola Proposed 2018</td>
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<td>$26,000.00</td>
<td>$26,000.00</td>
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<td>Osceola 2018 Difference from 2017</td>
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<td></td>
<td></td>
<td>27.7%</td>
<td>27.7%</td>
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<tr>
<td>Osceola Difference from Average Per Capita</td>
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<td></td>
<td></td>
<td></td>
<td>25.5%</td>
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</table>

*Admin line item includes office supplies, training, travel, and telephone

### EMS Cost of ME Services

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<th>Cost</th>
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<tbody>
<tr>
<td>On Duty Wages</td>
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<tr>
<td>Off Duty Wages (EST 20% of total wages)</td>
<td>$626</td>
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<tr>
<td>Stipends</td>
<td>$2,730</td>
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<tr>
<td>Medical Supplies</td>
<td>$750</td>
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<tr>
<td>Vehicle Usage</td>
<td>$564</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$4,670</strong></td>
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<tr>
<td>Percentage of 2017 Budget</td>
<td>0.2%</td>
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* Wages for training not included as conferences offer EMS credits
<table>
<thead>
<tr>
<th>County</th>
<th>Population</th>
<th>Annual Stipend</th>
<th>On call</th>
<th>1st Case</th>
<th>Each Additional</th>
<th>Case Declined</th>
<th>Scene</th>
<th>Non-Scene</th>
<th>Natural</th>
<th>Non Natural</th>
<th>Mileage</th>
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<td>$0.00</td>
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<tr>
<td>Barry</td>
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<td>$0.00</td>
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<tr>
<td>Calhoun</td>
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<td>Mason</td>
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<td>St Joseph</td>
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<tr>
<td>VanBuren</td>
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<td>$125.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Lake</td>
<td>11,424</td>
<td>0</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$75/100/140/175</td>
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<tr>
<td>Wexford</td>
<td>33,003</td>
<td>0</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>*$50.00</td>
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<td>No</td>
</tr>
<tr>
<td>Montcalm</td>
<td>62,945</td>
<td>0</td>
<td>$35/12hrs</td>
<td>$65.00</td>
<td>$100.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Osceola 2017</td>
<td>23,058</td>
<td>$455</td>
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<td>$15.79/hr*</td>
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<tr>
<td>Osceola 2018 Proposed</td>
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<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$220.00</td>
<td>$0.00</td>
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*Wexford County fee paid to NorthFlight
*Osceola County 2017 hourly wage only paid if off duty, hourly wage included in EMS Department if on duty
### Proposal 1 Estimated 2018 Expenses

<table>
<thead>
<tr>
<th>Proposed Estimated 2018 Expenses, Proposal 1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Autopsy</td>
<td>$18,132</td>
</tr>
<tr>
<td>Transportation</td>
<td>$1,250</td>
</tr>
<tr>
<td>Medical Examiner Contract</td>
<td>$26,000</td>
</tr>
<tr>
<td>EMS Administrator</td>
<td>$7,538</td>
</tr>
<tr>
<td>MEI Level 2 Fee</td>
<td>$4,400</td>
</tr>
<tr>
<td>MEI Level 2 Mileage</td>
<td>$640</td>
</tr>
<tr>
<td>Estimated Expense from 648 Fund</td>
<td>$57,960</td>
</tr>
<tr>
<td>Estimated Revenue from Cremation Permit</td>
<td>$4,500</td>
</tr>
<tr>
<td>Total Estimated Expense from 648 Fund</td>
<td>$53,460</td>
</tr>
<tr>
<td>Three year average expense from 648 fund 2014-2016</td>
<td>$43,926</td>
</tr>
<tr>
<td>Five Year average expense from 648 fund 2012-2016</td>
<td>$45,297</td>
</tr>
<tr>
<td>2018 Recommended Total Budget Request from 648 Fund</td>
<td>$56,888</td>
</tr>
</tbody>
</table>

### EMS Director Estimated 2018 Expenses, Proposal 1

<table>
<thead>
<tr>
<th>EMS Director Estimated 2018 Expenses, Proposal 1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Autopsy (added $5,000 for additional autopsies)</td>
<td>$23,132</td>
</tr>
<tr>
<td>Transportation (8 Cases)</td>
<td>$2,000</td>
</tr>
<tr>
<td>Medical Examiner Contract</td>
<td>$26,000</td>
</tr>
<tr>
<td>EMS Administrator</td>
<td>$7,688</td>
</tr>
<tr>
<td>MEI Level 2 Fee ($220 Per case as proposed)</td>
<td>$4,400</td>
</tr>
<tr>
<td>MEI Level 2 Mileage</td>
<td>$640</td>
</tr>
<tr>
<td>Estimated Expense from 648 Fund</td>
<td>$63,860</td>
</tr>
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<td>$45,297</td>
</tr>
<tr>
<td>2018 Recommended Total Budget Request from 648 Fund</td>
<td>$56,888</td>
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## Proposal 2 Estimated 2018 Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Autopsy</td>
<td>$18,132</td>
</tr>
<tr>
<td>Transportation</td>
<td>$1,250</td>
</tr>
<tr>
<td>Medical Examiner Contract</td>
<td>$26,000</td>
</tr>
<tr>
<td>EMS Administrator</td>
<td>$7,538</td>
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<tr>
<td>MEI Fee</td>
<td>$8,800</td>
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<tr>
<td>MEI Mileage</td>
<td>$1,280</td>
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<td>Estimated Expense from 648 Fund</td>
<td>$63,000</td>
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<tr>
<td>Estimated Revenue from Cremation Permit</td>
<td>$4,500</td>
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<tr>
<td>Total Estimated Expense from 648 Fund</td>
<td>$58,500</td>
</tr>
<tr>
<td>Three year average expense from 648 fund 2014-2016</td>
<td>$43,926</td>
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<tr>
<td>Five Year average expense from 648 fund 2012-2016</td>
<td>$45,297</td>
</tr>
<tr>
<td>2018 Recommended Total Budget Request from 648 Fund</td>
<td>$56,888</td>
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## EMS Director Estimated 2018 Expenses, Proposal 2

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<tbody>
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<td>$23,132</td>
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<tr>
<td>Transportation (8 Cases)</td>
<td>$2,000</td>
</tr>
<tr>
<td>Medical Examiner Contract</td>
<td>$26,000</td>
</tr>
<tr>
<td>EMS Administrator</td>
<td>$7,688</td>
</tr>
<tr>
<td>MEI Level 2 Fee ($220 Per case as proposed)</td>
<td>$8,800</td>
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<td>Five Year average expense from 648 fund 2012-2016</td>
<td>$45,297</td>
</tr>
<tr>
<td>2018 Recommended Total Budget Request from 648 Fund</td>
<td>$56,888</td>
</tr>
</tbody>
</table>
Small Business Events

Online Learning

Corporations

**Government Entities**

People such as doctors, dentists, veterinarians, lawyers, accountants, contractors, subcontractors, public stenographers, or auctioneers who are in an independent trade, business, or profession in which they offer their services to the general public are generally independent contractors. However, whether these people are independent contractors or employees depends on the facts in each case. The general rule is that an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done. The earnings of a person who is working as an independent contractor are subject to Self-Employment Tax.

If you are an independent contractor, you are self-employed. To find out what your tax obligations are, visit the Self-Employed Tax Center.

You are not an independent contractor if you perform services that can be controlled by an employer (what will be done and how it will be done). This applies even if you are given freedom of action. What matters is that the employer has the legal right to control the details of how the services are performed.

If an employer-employee relationship exists (regardless of what the relationship is called), you are not an independent contractor and your earnings are generally not subject to Self-Employment Tax.

However, your earnings as an employee may be subject to FICA (Social Security tax and Medicare) and income tax withholding.

For more information on determining whether you are an independent contractor or an employee, refer to the section on Independent Contractors or Employees.

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**Rate the Small Business and Self-Employed Website**

**Small Business/Self-Employed Topics**

- A-Z Index for Business
- Employer ID Numbers
- Small Business Forms and Publications
- Industries Professions
- Online Learning and Educational Products
- Operating a Business
- Self Employed Individuals Tax Center
- Starting a Business

**Related Topics**
Hi Lisa,

Thank you for the amended documents. They make sense to me. I have a few questions that I would like to add as information for the committee members for discussion.

1. Can you please explain the $1,500 cremation support fee that is removed from revenue?
2. Do I understand correctly that with proposal 1 that you will have 8 Level 2 MEIs on call 24/7? Can you please provide the names and town of residence of the 8 Level 2 MEIs that will be on call in order to show the committee members that the Level 2 MEIs are local and there will not be a lengthy delay for scene response? I understand you may not be comfortable providing names, but if you could at least provide the town of residence of the 8 MEIs that would be extremely helpful to show committee members that the Level 2 MEIs are local.
3. When we discussed the all inclusive fees in the past, you presented a number of $23,000 and I presented a number of $21,000. Your proposal now shows a fee of $26,000. Can you please let me know what additional fees are now included or why the increase?

Thanks for working with us on this new system. I appreciate your ideas and willingness to work with us on this system.

Jeremy Beebe
Director
Osceola County EMS
306 N Patterson Road
Reed City, MI 49677
(231)832-6152
Fax: (231)832-6192

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From: Kaspriak [mailto:kaspriak@gmail.com]
Sent: Thursday, October 05, 2017 2:41 PM
To: Osceola Coordinator
Cc: Jeremy Beebe
Subject: Re: M.E. Followup

Attachments.

Sue,

I revised the attachments for corrections to the Proposals I handed out at the meeting. Could you please forward these to the committee as a Revision?

Thanks so much,
Sincerely,

Also,
Medical Examiner Contract

THIS AGREEMENT made and entered into this _ day of ______________, 2015, by and between the COUNTY OF OSCEOLA, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and Paul A. Wagner, D.O. (hereinafter referred to as the "Contractor")

WITNESSETH:

WHEREAS, the Contractor has been appointed Osceola County Medical Examiner by the County Board of Commissioners pursuant to 1953 P.A. 181, as amended, MCLA 52.201 et seq (hereinafter referred to as the "County Medical Examiners Act"); and

WHEREAS, the County and the Contractor desire to set forth the terms and conditions of the Contractor's appointment in writing.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, as follows:

FIRST: Services to be provided by the Contractor. The Contractor, during the duration of the Agreement and pursuant to the County Medical Examiner's Act, shall serve as the Osceola County Medical Examiner performing the duties as outlined to the attached Statement of Work, labeled Exhibit “A” and “B” which in hereby incorporated by reference into this Agreement and made a part hereof.

SECOND: Compensation. The Contractor shall be compensated $5,600.00 annually with annual incremental increases equal to nonunion County employees for the services rendered pursuant to this Agreement as follows:

1. Issuing Death Certificates.

2. Conducting on-scene investigations in all cases of persons who have come to their death by violence, or whose death is unexpected, or without medical attendance during forty-eight (48) hour prior to the hour of death unless the attending physician, if any, is able to determine accurately the cause of death, whether the result of an abortion, whether self-induced or otherwise, or the death of any prisoner in a County or City jail. This provision shall not restrict the Contractor's right to employ medical investigators as permitted by law.

3. Court preparation and appearances.

4. Issuing cremation permits.

See Exhibit “B” for Executive Assistant, Director, and Site Investigators' compensation. Compensation may be adjusted, if approved by the County through fiscal budgeting. Mileage shall be paid equal to that of the County rate.

THIRD: Billings submitted by the Contractor shall be paid within sixty (60) days of receipt by the County unless a dispute exists over the amount claimed due and owing.
FOURTH: Maintenance of Records. The Contractor shall prepare, keep, and maintain records verifying expenses and performance of services for which the Contractor has been compensated pursuant to this Agreement. The Contractor’s accounting procedures shall enable the County to verify the costs invoiced by the Contractor. The County and its representatives shall be allowed access and review of all financial records pertaining to the Contractor’s activities under this Agreement during the County’s normal business hours. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for immediate termination of the same. All financial records and supporting documentation must be retained by the Contractor and available for audit purposes for seven (7) years.

FIFTH: County’s Retention of Records. The County shall have the sole and exclusive right to the retention of all original records pertaining to the services rendered by the Contractor pursuant to this Agreement. The Contractor shall have access to appropriate records when such access is required for performance of services to be provided under this Agreement. Upon the completion or termination of the Agreement, all original records in the Contractor’s possession shall be turned over to the County. Nothing contained in this provision shall prohibit the Contractor from retaining copies of any records prepared in his capacity of Medical Examiner.

SIXTH: Compliance with the Law. The Contractor, while engaging in any activity pursuant to this Agreement, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Further, he shall not advocate, nor assist in violating any laws of the United States of the State of Michigan.

SEVENTH: License Requirements. The Contractor shall meet all federal, state, and local license and or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate and automatic termination of this Agreement.

EIGHTH: Nondiscrimination. The Contractor shall comply with all applicable federal, state, and local laws and regulations prohibiting discrimination. Breach of this covenant shall be regarded as a material breach of this Agreement.

NINTH: Status. It is expressly understood and agreed that the Contractor shall not be, nor hold himself out as, an employee of the County and shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity. The Contractor shall be responsible for withholding and payment of all applicable taxes, including income and social security taxes to the proper federal, state, and local governments, which arise out of this Agreement. The Contractor will also be responsible to carry workers compensation and liability insurance as applicable.

TENTH: Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege there under shall operate as a waiver thereof, nor shall single or partial exercise of any right, power, or privilege preclude any other or further exercise of any right, power, or privilege.

ELEVENTH: Amendment of the Agreement. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
TWELFTH: Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this agreement.

THIRTEENTH: Completeness of the Agreement. This Agreement and the Exhibits “A” and “B” attached hereto contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

FOURTEENTH: Agreement Period and Termination. This Agreement shall become effective on the 1st day of February, 2015, and shall continue until the expiration of the term of appointment, which shall by January 31, 2019, of the Osceola County Medical Examiner by the Board of Commissioners.

Notwithstanding any other provisions in this Agreement to the contrary, this Agreement may be terminated by either of the parties hereto upon sixty (60) days prior written notification to the other party and pursuant to the County Medical Examiner’s Act.

FIFTEENTH: Invalid Provisions. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality or unenforceability of this Agreement.

SIXTEENTH: Certification. The person signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year first above written.

WITNESSED BY:

[Signature]

COUNTY OF OSCEOLA:

[Signature]

Chairperson
Larry Emig
1/29/15
Osceola County Board of Commissioners

WITNESSED BY:

[Signature]

CONTRACTOR:

[Signature]

Paul A. Wagner, D.O.
1/16/15
EXHIBIT A

Statement of Work

The Contractor, as the Osceola County Medical Examiner, shall perform the following duties:

1. Perform all statutory duties of Medical Examiner set forth in 1953 P.A. 181, as amended, MCLA 52.201, est seq.

2. Ensure that all portions of the County are continuously covered by either the Medical Examiner or an approved physician.


4. Provide in-service training to Deputy Medical Examiners, police agencies, ambulance personnel, funeral directors, office personnel, and others as requested by the County and/or recipient agencies.

5. Cooperate with all law enforcement agencies with the County in the investigation of deaths.

6. Arrange with other physicians for providing of autopsies, when need arises.

7. Furnish space for one year of records compiled in the performance of the Medical Examiner's duties.
EXHIBIT B

Personnel

Office Administration

1. As a private contractor, the office administration shall be paid as vouchered from available Medical Examiner budgeted funds.

2. It is expressly understood and agreed that the Office Administrator shall not be, nor hold themselves out as an employee of the County and shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity. The Office Administrator shall be responsible for withholding and payment of all applicable taxes; including income and social security taxes to the proper federal, state, and local governments directly.

3. Other duties as informed under Dr. Wagner.

Chief Investigator/Director

1. Compensation paid under current budget wages as “other duties as assigned”.

2. Other duties as informed under Dr. Wagner.

Site Investigators

1. Existing County employees of EMS Department and approved by Medical Examiner and EMS Director.

2. Other duties as assigned.

3. Compensation included in salary.
MEMORANDUM OF AGREEMENT
FOR PERFORMANCE OF MEDICAL EXAMINER
DUTIES IN WEXFORD COUNTY

THIS MEMORANDUM OF AGREEMENT, made and entered into by and between the COUNTY OF WEXFORD, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and PAUL WAGNER, D.O. (hereinafter referred to as "Dr. Wagner" or "Medical Examiner").

I. Appointments. Effective June 1, 2017, the Wexford County Board of Commissioners pursuant to Section 1 of Act No. 181 of Public Acts of 1953, as amended (MCL 52.201), appoints Paul Wagner D.O. to a four year term ending May 31, 2021, as Wexford County Medical Examiner and pursuant to MCL 52.201a appoints Rudy Ochs, M.D. for the same four year term as Deputy County Medical Examiner.

II. Term of Service, Reports and Termination.

A. The term of services of Wexford County Medical Examiner is for four years set to expire on May 31, 2021. The term of Deputy County Medical Examiners shall also expire on May 31, 2021.

B. The County Board of Commissioners reserves the right to conduct a review of services performed by the Medical Examiner on a periodic basis as deemed necessary.

C. This Memorandum of Agreement may be terminated immediately if agreed upon by both parties. In addition to the termination rights above, the County may terminate this Agreement effective immediately after the Wexford County Board of Commissioners' removal of the Medical Examiner, pursuant to Section 52.201f of the Michigan Compiled Laws (MCL 52.201f) after a hearing, for failure to discharge properly the duties of the Wexford County Medical Examiner.

D. Dr. Wagner as required by MCL 52.201 shall at all times during the term of this Memorandum of Agreement be a physician licensed to practice in the State of Michigan. Loss of such license shall result in the immediate and automatic termination of this Memorandum of Agreement. A Deputy Medical Examiner ceasing to meet this licensing requirement shall also have their appointment immediately and automatically terminated.

III. Compensation.

A. For County Medical Examiner services, the County agrees to pay Dr. Wagner a flat fee of EIGHT THOUSAND DOLLARS ($8,000.00) per year, payable on a quarterly billing; payable at the rate of TWO THOUSAND AND NO/100 DOLLARS ($2,000) per quarter. Payments of such sum shall be made pursuant to a quarterly bill to be submitted by Dr. Wagner to the County Clerk's Office.
This bill will include a summary of Medical Examiner activity for the quarter billed. Dr. Wagner shall bill the County a flat and not to exceed fee of $34,400 per year to acquire office services payable to Lisa Kaspriak payable at a quarterly billing rate of $8,600.00. Each bill shall be processed and paid in accordance with the County’s procedures for payment of Accounts Payable. The total amount of fees payable for the four-year term of this Memorandum of Agreement shall not exceed the sum of ONE HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED AND NO/100 ($169,600). Note: $8,000 x 4 = $32,000; $34,400 x 4 = $137,600 totaling - $169,600 over a four year period.

B. The flat not to exceed fee shall constitute full and adequate compensation for all physician services, including the compensation to be paid to any Deputy Medical Examiner provided by the Medical Examiner’s office as required by law or pursuant to this Memorandum of Agreement, except as otherwise expressly identified in this Memorandum of Agreement.

C. It is further understood that this flat fee does not include the below listed associated County Medical Examiner costs and that billing for these services will continue to be paid directly by the County through the General Accounting Office:

1. The expenses associated with autopsies performed in the case of criminal investigations.

2. The expenses associated with toxicology studies required in the course of both routine and criminal autopsies.

3. The expenses incurred as facilities fees for use of local mortuary services (due to the lack of County morgue facility).

4. The Investigator Fees shall be payable on a per case basis in accordance with the County’s procedures for payment of Accounts Payable.

IV. **Additional Deputy Medical Examiners.** In the event a different or substitute Deputy Medical Examiner is required, Dr. Wagner shall submit to the Wexford County Board of Commissioners a list of physicians’ licenses to practice medicine in the State of Michigan that he approves for the appointment. The Wexford County Board of Commissioners shall make Deputy Medical Examiner appointments from such list(s).

V. **Assignment of Medical Examiner Investigators.**

A. To facilitate investigation of deaths that have obviously occurred not as a result of criminal activity or foul play, the County Medical Examiner pursuant to MCL 52.201a, is authorized to appoint qualified personnel from local law enforcement and paramedic agencies as medical examiner investigators.
B. Whereas the death may have occurred as a result of criminal activity, the Medical Examiner may, at his own cost, contract with an ABMDI-C (American Board of Medical Death Investigators Certified) professional to further investigate the scene.

C. The County Medical Examiner is responsible for ensuring the appropriate Statutes are complied with in this medical examiner investigator appointment process and also to ensure that the persons so named as medical examiner investigators are properly trained to perform their function.

VI. Liability Insurance. The Medical Examiner shall provide his own Liability Insurance coverage and provide a copy of the Liability Insurance Policy shall be provided to the County. The County shall provide the Medical Examiner Investigators with Liability Insurance Coverage in the event they are not already covered.

VII. Conflict of Interest. In the rare instance where a conflict of interest or perceived conflict of interest arises related to the death investigations concerning Medical Examiner’s business, employees, or associates, such death investigations shall be performed by a third party investigator as determined by the County in consultation with Dr. Wagner.

VIII. Additional Administration Items. In the case of criminal investigations, reasonably required autopsies will continue to be performed by a recognized forensic pathologist.

A. County administrative offices will provide administrative support as required.

B. Medical Examiner case files will be the responsibility of the Medical Examiner to maintain. Medical Examiner case files are considered County documents for legal purposes, and as such, they will be afforded privacy and security per existing regulations. Medical Examiner case files will normally consist of copies of the following (originals of these documents are filed/processed as required by law or regulation):

1. Death certificate.

2. Cremation certificate (if applicable).

3. Autopsy report (if applicable).

4. Investigators report (if ordered).

5. Medical Examiners report.

6. Toxicology report (if required).
7. Emergency room documentation (if applicable).

8. Family correspondence (as occurring).

C. The storage of Medical Examiner case files will be coordinated by the County administration office.

D. The County shall have the sole and exclusive right to the retention of all records pertaining to the Medical Examiner services and responsibilities under this Memorandum of Agreement. Upon the completion or termination of this Memorandum of Agreement, all Medical Examiner records, including those compiled by Deputy Medical Examiners shall be turned over to the County. Wexford County shall be responsible for responding to all requests for records under the Freedom of Information Act.

IX. Level of Professionalism. All Services performed by the Medical Examiner, or under the supervision of the Medical Examiner, shall the pursuant to the requirements of the laws of the State of Michigan for county medical examiners and according to professionally accepted criteria.

X. Nondiscrimination. Dr. Wagner shall adhere to all applicable Federal, State and local laws, rules and regulations prohibiting discrimination. Dr. Wagner, as required by law, shall not discriminate against an employee or applicant for 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

XI. Waivers. No failure or delay on the part of either of the parties to this Memorandum of Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XII. Amendment of the Agreement. Modifications, amendments, or waivers of any provision of this Memorandum of Agreement may be made only by the written mutual consent of the parties hereto.

XIII. Disregarding Titles. The titles of the sections set forth in this Memorandum of Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Memorandum of Agreement.

XIV. Complete Agreement. This Memorandum of Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or
otherwise, regarding the subject matter of this Memorandum of Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XV. **Invalid/Unenforceable Clause or Provisions.** If any clause or provision of this Memorandum of Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Memorandum of Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Memorandum of Agreement, this Memorandum of Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

XVI. **Certification of Authority to Sign Agreement.** The persons signing this Memorandum of Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

XVII. **Inventory of Supplies.** The County shall provide startup supply allowance of $3,000 for investigative instruments and shall remain property of the County. The County shall receive an inventory of such instrument supplies. The $3,000 allowance shall be part of the first draw check made payable to Lisa Kaspriak.

XVIII. **Subcontracting or Assignments.** Neither party shall subcontract or assign its duties under this Agreement without the prior written consent of the other party. The restrictions of this section shall not apply to the appropriate delegation of responsibilities to a deputy medical examiner appointed by the County.

IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year first above written.

COUNTY OF WEXFORD

By: [Signature]
Leslie Housler, Chairman
Wexford County Board of Commissioners

MEDICAL EXAMINER

By: [Signature]
Paul Wagner, D.O.

Date: 6/7/17

Date: 6/7/17

[Signature]
THIS AGREEMENT made and entered into this 23 day of February, 2015, by and between the COUNTY OF LAKE, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and PAUL R. WAGNER, D.O. (hereinafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the Contractor has been appointed Lake County Medical Examiner by the County Board of Commissioners pursuant to 1953 P.A. 181, as amended, MCLA 52.201 et seq (hereinafter referred to as the “County Medical Examiner’s Act”); and

WHEREAS, the County and the Contractor desire to set forth the terms and conditions of the Contractor’s appointment in writing.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, as follows:

FIRST: Services to be Provided by the Contractor. The contractor, during the duration of this agreement and pursuant to the County Medical Examiner’s Act, shall serve as the Lake County Medical Examiner performing the duties as outlined in the attached Statement of Work, labeled Exhibit “A” and “B” which is hereby incorporated by reference into this Agreement and make a part hereof.

SECOND: Compensation.
A. The contractor shall be compensated per month for administrative duties, as determined in Budget Hearings with the Lake County Board of Commissioners. Due to a direct correlation between MEI Education and the reduction of Autopsies ordered all Administration Education expenses shall be paid out of the administration expense.
B. On Site- scene investigations/ court appearances shall be paid for the first five (5) cases, $75.00 per natural case and $100.00 per non-natural case. Above five (5) cases, $140.00 per natural case and $175.00 per non-natural case plus mileage reimbursement for use of private vehicle, for the services rendered pursuant to this Agreement as follows as approved by the county:

1. Issuing death certificates.
2. Conducting on-scene investigations in all cases of persons who have come to their death by violence, or whose death is unexpected, or without medical attendance during forty-eight (48) hours prior to the hour of death unless the attending physician, if any, is able to determine accurately the cause of death, whether the result of an abortion, whether self-induced, or otherwise, or the death of any prisoner in a County or City jail. This provision shall not restrict the Contractor’s right to employ medical investigators as permitted by law.
3. Court preparation and appearances.
4. Issuing cremation permits.
5. All vouchers presented must include the incident location and must be a valid Lake County address prior to approval of payment, Regardless of which County the Death Certificate is filed in.

6. Site Investigative Training/Education shall be submitted from the Medical Examiner, to the Lake County Board of Commissioners on an approved Conference/Training Request form, and then approved by the Board of Commissioners.

THIRD: Billings submitted by the Contractor shall be paid within sixty (60) days of receipt by the county unless a dispute exists over the amount claimed due and owing.

FOURTH: Maintenance of Records. The Contractor shall prepare, keep and maintain records verifying expenses and performance of services for which the contractor has been compensated pursuant to this Agreement. The Contractor’s accounting procedures shall enable the County to verify the costs invoiced by the Contractor. The County and its representatives shall be allowed access and review of all financial records pertaining to the Contractor’s activities under this Agreement during the county’s normal business hours. Refusal to allow the County or its representative’s access to said records shall constitute a material breach of this Agreement and grounds for immediate termination of the same. All financial records and supporting documentation must be retained by the Contractor and available for audit purposes for seven (7) years. After the 7 years, cases and autopsies may be turned over to the County for archiving.

FIFTH: County’s retention of Records. This County shall have the sole and exclusive right to the retention of all original records pertaining to the services rendered by the Contractor pursuant to this Agreement. The Contractor shall have access to appropriate records when such access is required for performance of services to be provided under this Agreement. Upon the completion or termination of the Agreement, all original records in the Contractor’s possession shall be turned over to the County. Nothing contained in this provision shall prohibit the Contractor from retaining copies of any records prepared in his capacity of Medical Examiner.

SIXTH: Compliance with the Law: The Contractor, while engaging in any activity pursuant to this Agreement, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Further, he shall not advocate, nor assist in, violating any laws of the United States or the State of Michigan.

SEVENTH: License Requirements. The Contractor shall meet all federal, state, and local license and/or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate automatic termination of this Agreement.

EIGHTH: Professional Liability Insurance Coverage. The contractor shall carry his own professional liability insurance for the activities being carried out pursuant to the terms of this Agreement and shall provide the County with a certificate showing proof of the same upon request of the County. The Physician’s Liability Insurance premium will be paid as an agreed amount during the annual budget hearings held between the parties. A separate line item is noted within the Medical Examiners Budget as to the agreed amount.

NINTH: Indemnification and Hold Harmless. The County shall not be responsible for actions brought against the Contractor for the performance of services rendered by the Contractor, nor shall the County defend or indemnify the Contractor with respect thereto.

Lake County
2of 5
TENTH: **Subcontracting or Assignments.*** Neither party shall subcontract or assign its duties under this Agreement without the prior written consent of the other party. The restrictions of this section shall not apply to the appropriate delegation of responsibilities to a deputy medical examiner appointed by the County.

ELEVENTH: **Nondiscrimination.*** The Contractor shall comply with all applicable federal, state and local laws and regulations prohibiting discrimination. Breach of this covenant shall be regarded as a material breach of this Agreement.

TWELFTH: **Status.*** It is expressly understood and agreed that the Contractor shall not be, nor hold himself out as, an employee of the County and shall not be entitled to any fringe benefits of the County such as, but not limited to health and accident insurance, life insurance, paid sick or vacation leave, or longevity. The Contractor shall be responsible for withholding and payment of all applicable taxes, including income and social security taxes to the proper federal, state, and local governments, which arise out of this Agreement.

THIRTEENTH: **Waivers.*** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power of privilege thereunder shall operate as a waiver thereof, nor shall single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

FOURTEENTH: **Amendment of the Agreement.*** Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

FIFTEENTH: **Disregarding Titles.*** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

SIXTEENTH: **Completeness of the Agreement.*** This Agreement and the Exhibit "A" and "B" attached hereto contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

SEVENTEENTH: **Agreement period and Termination.*** This Agreement shall become effective on the 1st day of January, 2015 and shall continue to the 31st day of December, 2018. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either of the parties hereto upon sixty (60) days' prior written notification to the other party.

EIGHTEENTH: **Invalid Provisions.*** If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

NINETEENTH: **Certification.*** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

*Lake County*

30 of 5
IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year first above written.

WITNESSED BY:  
2/25/15  
Shelly Myers

COUNTY OF LAKE  
Karl D. Walls  
Chairman of the Board  
Karl D Walls

WITNESSED BY:  
Lisa Kaspick

CONTRACTOR  
Paul A. Wagner, D.O.

MEAagreement/January 2015
Office Administration

1. It is expressly understood and agreed that the Office Administrator shall not be, nor hold himself/herself out as an employee of the County and shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid sick, vacation or personal leave, or longevity. The Office Administrator shall be responsible for withholding and payment of all applicable taxes including income and social security taxes to the proper Federal, State and Local Governments, which arise out of this Agreement. The Office of Administrator shall supply a copy of their current General Liability Insurance or Notice of Exclusion (Worker’s Compensation Agency Form WC-337), to the County on an annual basis.

2. Administrative Expenses will be paid out in Quarterly Payments to the Office Administrator to be used for the Administration of the Medical Examiners functions. Payments will be made the first check run in January, April, July and October in the amount as agreed upon and adopted by the Lake County Board of Commissioners. Annual incremental increases will be equal to the nonunion county employees as approved in the budget by the Lake County Board of Commissioners, beginning 2016.

3. Physician’s contractual amount will be paid in the same manner as above and will include Lake County’s portion of his Liability Insurance premium, and will be in the amount as agreed upon and adopted by the Lake County Board of Commissioners.
Medical Examiner Contract

THIS AGREEMENT made and entered into this 16 day of April 2014, by and between the COUNTY OF CLARE, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and Paul A. Wagner, D.O. (hereinafter referred to as the “Contractor”)

WITNESSETH:

WHEREAS, the Contractor has been appointed CLARE County Medical Examiner by the County Board of Commissioners pursuant to 1953 P.A. 181, as amended, MCLA 52.201 et seq (hereinafter referred to as the “County Medical Examiners Act”); and

WHEREAS, the County and the Contractor desire to set forth the terms and conditions of the Contractor’s appointment in writing.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, as follows:

FIRST: Services to be provided by the Contractor. The Contractor, during the duration of the Agreement and pursuant to the County Medical Examiner’s Act, shall serve as the CLARE County Medical Examiner performing the duties as outlined to the attached Statement of Work, labeled Exhibit “A” and “B” which in hereby incorporated by reference into this Agreement and made a part hereof.

SECOND: Compensation. The Contractor shall be compensated $5,600.00 annually with annual incremental increases equal to nonunion County employees for the services rendered pursuant to this Agreement as follows:

1. Issuing Death Certificates.

2. Conducting on-scene investigations in all cases of persons who have come to their death by violence, or whose death is unexpected, or without medical attendance during forty-eight (48) hour prior to the hour of death unless the attending physician, if any, is able to determine accurately the cause of death, whether the result of an abortion, whether self-induced or otherwise, or the death of any prisoner in a County or City jail. This provision shall not restrict the Contractor’s right to employ medical investigators as permitted by law.

3. Court preparation and appearances.

4. Issuing cremation permits.

See Exhibit “B” for Executive Assistant, Director, and Site Investigators’ compensation. Compensation may be adjusted, if approved by the County through fiscal budgeting. Mileage shall be paid equal to that of the County rate.

THIRD: Billings submitted by the Contractor shall be paid within sixty (60) days of receipt by the County unless a dispute exists over the amount claimed due and owing.

Clare County
FOURTH: **Maintenance of Records.** The Contractor shall prepare, keep, and maintain records verifying expenses and performance of services for which the Contractor has been compensated pursuant to this Agreement. The Contractor’s accounting procedures shall enable the County to verify the costs invoiced by the Contractor. The County and its representatives shall be allowed access and review of all financial records pertaining to the Contractor’s activities under this Agreement during the County’s normal business hours. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for immediate termination of the same. All financial records and supporting documentation must be retained by the Contractor and available for audit purposes for seven (7) years. The MEO will maintain a record on every death reported to the office, whether or not jurisdiction is accepted. This retention shall be in the MEO for 3 years then turned over for additional storage within the Clare County Courthouse for storage.

FIFTH: **County’s Retention of Records.** The County shall have the sole and exclusive right to the retention of all original records pertaining to the services rendered by the Contractor pursuant to this Agreement. The Contractor shall have access to appropriate records when such access is required for performance of services to be provided under this Agreement. Upon the completion or termination of the Agreement, all original records in the Contractor’s possession shall be turned over to the County. Nothing contained in this provision shall prohibit the Contractor from retaining copies of any records prepared in his capacity of Medical Examiner.

SIXTH: **Compliance with the Law.** The Contractor, while engaging in any activity pursuant to this Agreement, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Further, he shall not advocate, nor assist in violating any laws of the United States of the State of Michigan.

SEVENTH: **License Requirements.** The Contractor shall meet all federal, state, and local license and or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate and automatic termination of this Agreement.

EIGHTH: **Nondiscrimination.** The Contractor shall comply with all applicable federal, state, and local laws and regulations prohibiting discrimination. Breach of this covenant shall be regarded as a material breach of this Agreement.

NINTH: **Status.** It is expressly understood and agreed that the Contractor shall not be, nor hold himself out as, an employee of the County and shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity. The Contractor shall be responsible for withholding and payment of all applicable taxes, including income and social security taxes to the proper federal, state, and local governments, which arise out of this Agreement. The Contractor will also be responsible to carry workers compensation and liability insurance as applicable.

TENTH: **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege there under shall operate as a waiver thereof, nor shall single or partial exercise of any right, power, or privilege preclude any other or further exercise of any right, power, or privilege.

*Clare County*

Page 2 of 5
THIRTEENTH: Completeness of the Agreement. This Agreement and the Exhibits A* and B* attached hereto contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

FOURTEENTH: Agreement Period and Termination. This Agreement shall become effective on the 1st day of February, 2015, and shall continue until the expiration of the term of appointment, which shall be January 31, 2019, of the CLARE County Medical Examiner by the Board of Commissioners.

Notwithstanding any other provisions in this Agreement to the contrary, this Agreement may be terminated by either of the parties hereto upon sixty (60) days prior written notification to the other party and pursuant to the County Medical Examiner's Act.

FIFTEENTH: Invalid Provisions. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality or unenforceability of this Agreement.

SIXTEENTH: Certification. The person Signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year first above written.

3. WITNESSED BY:

[Signature]

WITNESSED BY:
COUNTY OF CLARE:
County Administrator
CLARE County

CONTRACTOR:
Paul A. Wagner, D.O.

Clare County
EXHIBIT A

Statement of Work

The Contractor, as the CLARE County Medical Examiner, shall perform the following duties:

1. Perform all statutory duties of Medical Examiner set forth in 1953 P.A. 181, as amended, MCLA 52.201, est seq.

2. Ensure that all portions of the County are continuously covered by either the Medical Examiner or an approved physician.


4. Provide in-service training to Deputy Medical Examiners, police agencies, ambulance personnel, funeral directors, office personnel, and others as requested by the County and/or recipient agencies.

5. Cooperate with all law enforcement agencies with the County in the investigation of deaths.

6. Arrange with other physicians for providing of autopsies, when need arises.

7. Furnish space for one year of records compiled in the performance of the Medical Examiner’s duties.
EXHIBIT B

PAYMENT SCHEDULE

The annual fee offered for 4 years (2014, 2015, 2016, and 2017) with an annual increase of 3% to ME, MEO & MEI and includes a breakdown of fees in accordance with the following:

Chief Medical Examiner (ME) $7,200
Annual Liability Insurance $618
Medical Examiner Office Administrator (MEO) $10,700
Office, Travel, Training, & Misc Expenses $9,000

Expenses directly related to Number of Cases:
Estimated Medical Examiner Investigator Fees $8,000
Estimated Autopsies and Toxicologies $28,000
Estimated Body Bags & Transport fees $6,000

Annual Fee Schedule:
ME & MEO fees paid Quarterly

The MEO is available to meet with the commission to do a cost review after 6 months time at which a more accurate estimate of cases will be known.

Additional Service Fee for Court Appearances and Mileage ($100/hour + standard mileage fee)
Medical Examiner Contract

THIS AGREEMENT made and entered into this 24th day of July 2017, by and between the COUNTY OF MONTCALM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and Paul A. Wagner, D.O. 5610 Longbridge Rd., Pentwater, MI 49449 (hereinafter referred to as the “Contractor”)

WITNESSETH:

WHEREAS, the Contractor has been appointed MONTCALM County Medical Examiner by the County Board of Commissioners pursuant to 1953 P.A. 181, as amended, MCLA 52.201 et seq (hereinafter referred to as the “County Medical Examiners Act”); and

WHEREAS, the County and the Contractor desire to set forth the terms and conditions of the Contractor’s appointment in writing.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, as follows:

FIRST: Services to be provided by the Contractor. The Contractor, during the duration of the Agreement and pursuant to the County Medical Examiner’s Act, shall serve as the MONTCALM County Medical Examiner performing the duties as outlined to the attached Statement of Work, labeled Exhibit “A” and “B” which in hereby incorporated by reference into this Agreement and made a part hereof.

SECOND: Compensation. The Contractor shall be compensated as stated in Exhibit B for the services rendered pursuant to this Agreement as follows:

1. IssuingDeath Certificates.

2. Conducting on-scene investigations in all cases of persons who have come to their death by violence, or whose death is unexpected, or without medical attendance during forty-eight (48) hour prior to the hour of death unless the attending physician, if any, is able to determine accurately the cause of death, whether the result of an abortion, whether self-induced or otherwise, or the death of any prisoner in a County or City jail. This provision shall not restrict the Contractor’s right to employ medical investigators as permitted by law.

3. Court preparation and appearances.

4. Issuing cremation permits.

See Exhibit “B” for Executive Assistant, Director, and Site Investigators’ compensation. Compensation may be adjusted, if approved by the County through fiscal budgeting. Mileage shall be paid equal to that of the County rate.

THIRD: Billings submitted by the Contractor shall be paid within sixty (60) days of receipt by the County unless a dispute exists over the amount claimed due and owing.
FOURTH: **Maintenance of Records.** The Contractor shall prepare, keep, and maintain records verifying expenses and performance of services for which the Contractor has been compensated pursuant to this Agreement. The Contractor’s accounting procedures shall enable the County to verify the costs invoiced by the Contractor. The County and its representatives shall be allowed access and review of all financial records pertaining to the Contractor’s activities under this Agreement during the County’s normal business hours. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for immediate termination of the same. All financial records and supporting documentation must be retained by the Contractor and available for audit purposes for seven (7) years. The MEO will maintain a record on every death reported to the office, whether or not jurisdiction is accepted. This retention shall be in the MEO for 3 years then turned over for additional storage within the County Courthouse for storage.

FIFTH: **County’s Retention of Records.** The County shall have the sole and exclusive right to the retention of all original records pertaining to the services rendered by the Contractor pursuant to this Agreement. The Contractor shall have access to appropriate records when such access is required for performance of services to be provided under this Agreement. Upon the completion or termination of the Agreement, all original records in the Contractor’s possession shall be turned over to the County. Nothing contained in this provision shall prohibit the Contractor from retaining copies of any records prepared in his capacity of Medical Examiner.

SIXTH: **Compliance with the Law.** The Contractor, while engaging in any activity pursuant to this Agreement, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Further, he shall not advocate, nor assist in violating any laws of the United States of the State of Michigan.

SEVENTH: **License Requirements.** The Contractor shall meet all federal, state, and local license and or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate and automatic termination of this Agreement.

EIGHTH: **Nondiscrimination.** The Contractor shall comply with all applicable federal, state, and local laws and regulations prohibiting discrimination. Breach of this covenant shall be regarded as a material breach of this Agreement.

NINTH: **Status.** It is expressly understood and agreed that the Contractor shall not be, nor hold himself out as, an employee of the County and shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity. The Contractor shall be responsible for withholding and payment of all applicable taxes, including income and social security taxes to the proper federal, state, and local governments, which arise out of this Agreement. The Contractor will also be responsible to carry workers compensation and liability insurance as applicable.

TENTH: **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege there under shall operate as a waiver thereof, nor shall single or
partial exercise of any right, power, or privilege preclude any other or further exercise of any right, power, or privilege.

**ELEVENTH: Amendment of the Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**TWELFTH: Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this agreement.

**THIRTEENTH: Completeness of the Agreement.** This Agreement and the Exhibits “A” and “B” attached hereto contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**FOURTEENTH: Agreement Period and Termination.** This Agreement shall become effective on the 6th of August, 2017, and shall continue until the expiration of the term of appointment, which shall by Sept 30, 2021, of the MONTCALM County Medical Examiner by the Board of Commissioners.

Notwithstanding any other provisions in this Agreement to the contrary, this Agreement may be terminated by either of the parties hereto upon sixty (60) days prior written notification to the other party and pursuant to the County Medical Examiner’s Act.

**FIFTEENTH: Invalid Provisions.** If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality or unenforceability of this Agreement.

**SIXTEENTH: Certification.** The person signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

**IN WITNESS WHEREOF,** the parties have fully executed this Agreement on the day and year first above written.

**WITNESSED BY:**

**COUNTY OF MONTCALM:**

__________________________

Chairperson
MONTCALM County Board of Commissioners

**WITNESSED BY:**

**CONTRACTOR:**
EXHIBIT A

Statement of Work

The Contractor, as the MONTCALM County Medical Examiner, shall perform the following duties:

1. Perform all statutory duties of Medical Examiner set forth in 1953 P.A. 181, as amended, MCLA 52.201, est seq.

2. Ensure that all portions of the County are continuously covered by either the Medical Examiner or an approved physician.


4. Provide in-service training to Deputy Medical Examiners, police agencies, ambulance personnel, funeral directors, office personnel, and others as requested by the County and/or recipient agencies.

5. Cooperate with all law enforcement agencies with the County in the investigation of deaths.

6. Arrange with other physicians for providing of autopsies, when need arises.

7. Furnish space for one year of records compiled in the performance of the Medical Examiner’s duties.
EXHIBIT B

PAYMENT SCHEDULE

The annual fee offered for 4 years with an annual increase of 3% to ME, MEO & MEI and includes a breakdown of fees in accordance with the following:

ME Service Costs:
Chief Medical Examiner (ME) $ 15,000
Medical Examiner Office Expenses (MEO) $ 42,087

Autopsy/Case Related Death Costs: $ 60,000
(This line is for Budget purposes only, bills submitted to county for payment. End of the year surplus remains within the county.)
Expenses directly related to Number of Cases:
Estimated Medical Examiner Investigator Fees including Autopsy/Toxicology/Forensic Expense

Gas/Oil/Vehicle Repair as listed in current budget: $ 2,000

Cremation Income: Estimated 260 Requests @ $50/ea= $13,000 less 25% handling fee= $ 9,750
Handling fee to be computed and paid by the county to MEO for distribution based on actual number of requests fulfilled and income deposited to the county.

Annual Fee Schedule: ME & MEO fees paid Quarterly

One-Time Training/Implementation Set up Fee: $ 6,883
Additional Service Fee for Court Appearances and Mileage: $100/hour + standard mileage fee