



AGENDA

Committee of the Whole Meeting of the County Board of Commissioners

Van Buren County

February 23, 2021

3:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street
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1. CALL TO ORDER
 - A. Zoom Meeting Information
2. ADDITIONS/DELETIONS TO THE AGENDA
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES
 - A. Minutes - February 09, 2021
5. PRESENTATION
 - B. State of the Courts Address - Judge Brickley TENTATIVE
6. Administrative Affairs Committee
 - A. Medical Examiner - WMU Med Contract Renewal
***Sheriff
Office***
 - B. .gov Email Rollout and Website Update
Administration
7. Buildings and Grounds Committee
8. Finance Committee
9. Labor Negotiations and Contracts Committee
10. Transit Committee
11. Veteran's Services Committee
12. ADJOURNMENT

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO:

FROM:

DATE: February 23, 2021

RE:

ATTACHMENTS:

Description

📎 **Zoom Invite**



VAN BUREN COUNTY BOARD OF COMMISSIONERS

219 EAST PAW PAW STREET, STE.201, PAW PAW, MICHIGAN 49079-1492
(269) 657-8253 FAX (269) 657-8252

Richard Godfrey, Chairman
Mike Chappell, Vice-Chair

Gail Patterson-Gladney
Kurt Doroh
Randall Peat
Donald Hanson
Paul Schincariol

NOTICE:

Due to COVID-19 On Tuesday, February 23, 2021 at 3:00 pm and 4:00 pm, the regular Committee of the Whole and Board of Commissioners meetings will be conducted remotely through Zoom.

For Public Attendance, please see the call – in instructions below:

Hi there,

You are invited to a Zoom webinar.

When: Feb 23, 2021 02:00 PM Eastern Time (US and Canada)

Topic: Committee of the Whole/Board of Commissioners Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82879196352>

Or iPhone one-tap :

US: +13017158592,,82879196352# or +13126266799,,82879196352#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 828 7919 6352

POSTED: 02/19/2021

Board Meetings: Held in B.O.C. Room, 2nd Floor of the Administration and Land Services Building, unless otherwise posted.

If you desire to meet with a Commissioner or be placed on the agenda for a Committee/Board Meeting, please call 657-8253.

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AN EQUAL OPPORTUNITY EMPLOYER M/F HANDICAPPED



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO:

FROM:

DATE: February 23, 2021

RE:

ATTACHMENTS:

Description

☐ **Minutes**



MINUTES

Committee of the Whole Meeting of the County Board of Commissioners
Van Buren County

February 9, 2021

3:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street

1. CALL TO ORDER

A. Zoom Meeting Information

The Committee of the Whole meeting was called to order at 3:04 p.m. by Richard Godfrey, Chairman of the Board. Present in person: Doroh, Godfrey, Chappell, and Hanson. Present remotely: Patterson-Gladney from City of South Haven, Van Buren County, MI; Peat from Paw Paw Township, Van Buren County, MI; Schincariol from Lawton, Van Buren County, MI.

2. ADDITIONS/DELETIONS TO THE AGENDA

None.

3. APPROVAL OF AGENDA

Motion to approve the agenda as presented.

Motion by Don Hanson, Second by Randy Peat, Carried

4. APPROVAL OF MINUTES

A. Minutes - January 26, 2021

**Motion to approve the January 26, 2021 Committee of the Whole minutes as presented,
Motion by Mike Chappell, Second by Randy Peat, Carried**

5. PRESENTATION

B. Land Bank Authority: Annual Report

Treasurer Trisha Nesbitt presented the Land Bank Authority Annual Report.

6. Administrative Affairs Committee

7. Buildings and Grounds Committee

A. COVID Pay Consideration: Facilities Services and Information Services

Discussion to consider Covid hazard pay for Facilities Services and Information Services employees. This would be similar to the hazard pay issued to Public Safety and Public Transit employees. There is no grant money to fund this new request and no counties have paid hazard pay from General Fund money.

Motion to issue Covid hazard pay to Facilities Services and Information Services employees in the net amount of \$1,000.

Roll Call Vote:

Yes: Doroh, Patterson-Gladney

No: Chappell, Peat, Hanson, Schincariol, Godfrey

Motion by Kurt Doroh, Second by Gail Patterson-Gladney, Failed

8. Finance Committee

A. VHF Radio Upgrade Project - Water Tower Engineering

Tim McGee presented the request to complete engineering and drawings for the water towers that are being utilized in Covert, Gobles, Paw Paw and South Haven for the VHF radio upgrade project.

Motion to approve by resolution at the next regular meeting, the completion of engineering and drawings for the water towers in Covert, Gobles, Paw Paw and South Haven for the VHF radio upgrade project in the amount of \$36,824 and to authorize the Board Chair to sign appropriate documents.

Roll Call Vote: All Yes

Motion by Randy Peat, Second by Don Hanson, Carried

B. Annual PC Refresh Purchase

Director Chuck Norton is requesting approval of the annual purchase of replacements PC's.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the annual purchase of replacement PC's from SHI, Inc. in the amount of \$54,798.36.

Roll Call Vote: All Yes

Motion by Mike Chappell, Second by Gail Patterson-Gladney, Carried

C. Land Bank Authority Fund Establishment/Budget Adjustment

The Land Bank Authority is requesting to establish a fund and once established allocate money through a budget transfer to the fund.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the establishment of a Land Bank Authority Fund and allocate money through a \$5,500 budget transfer from the Delinquent Tax Revolving Fund to the Land Bank Authority Fund.

Roll Call Vote: All Yes

Motion by Gail Patterson-Gladney, Second by Paul Schincariol, Carried

D. Sheriff's Office - Purchase of Vehicles

The Sheriff's Office is requesting to purchase two vehicles for the investigative division and one animal control truck.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the purchase of two vehicles for the investigative division not to exceed a total of \$50,000 and an animal control truck not to exceed \$33,800.

Roll Call Vote: All Yes

Motion by Mike Chappell, Second by Don Hanson, Carried

9. Labor Negotiations and Contracts Committee

A. MERS Defined Benefit Plan Updated Adoption Agreement

The County is required to submit an updated Adoption Agreement Addendum indicating any changes. The change recommendation is to update the number of days per month, to hours per month.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the

updated Adoption Agreements for MERS.

Roll Call Vote: All yes

Motion by Don Hanson, Second by Gail Patterson-Gladney, Carried

B. Rose Street Advisors and Blue Cross Blue Shield Fee for Service Agreements

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, a renewal with Rose Street Advisors to provide employee benefit consulting services for the period of March 1, 2021 to December 31, 2023 and authorize the Board Chair to sign appropriate documents.

Roll Call Vote: All Yes

Motion by Don Hanson, Second by Mike Chappell, Carried

10. Transit Committee
11. Veteran's Services Committee
12. ADJOURNMENT

The meeting was adjourned at 3:44 p.m.

Suzie Roehm, County Clerk

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County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Judge Brickley
DATE: February 23, 2021
RE: State of the Courts Address - Judge Brickley TENTATIVE

REQUEST:

The request is to receive the State of the Court address from Judge Brickley.

BACKGROUND:

This is tentative because of the uncertainty of whether or not a trial will be held. If she is not able to present today, we are planning for March 9, 2021.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: John Faul
DATE: February 23, 2021
RE: Medical Examiner - WMU Med Contract Renewal

REQUEST:

The request is to approve a four year contract renewal with the Western Michigan University Homer Stryker M.D. School of Medicine (WMed) for Medical Examiner services.

BACKGROUND:

This is a renewal of a contract originally entered into in 2017. Previously the duties were performed as part of the Sheriff's Office. The Sheriff supports renewing the contract because it has been shown it has improved services to the public at a lower cost to the County.

FINANCIAL IMPACT:

The total cost for the first year will be \$82,599, which is the same as last year. Each subsequent year, as in the last contract, will have a 2% per year escalator clause.

RECOMMENDATION:

The recommendation is to approve the renewal contract and authorize the Board Chair to sign the appropriate documents on its behalf at the March 9, 2021 Board of Commissioners meeting.

ATTACHMENTS:

Description

- ▢ **WMed Med Examiner Contract 2021-5**

MEDICAL EXAMINER SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of March, 2021, by and between the **COUNTY OF VAN BUREN**, a municipal corporation and political subdivision of the State of Michigan, located at Administration & Land Services Building, 2nd Floor, 219 Paw Paw Street, Suite 201, Paw Paw, MI 49079, (hereinafter referred to as the "County") and **WESTERN MICHIGAN UNIVERSITY HOMER STRYKER M.D. SCHOOL OF MEDICINE**, located at 1000 Oakland Drive, Kalamazoo, Michigan 49008-8052 (hereinafter referred to as the "Contractor"), referred to individually as "Party" and collectively, from time-to-time as "Parties".

RECITALS:

WHEREAS, the Van Buren County Board of Commissioners appointed Dr. Joyce deJong, (Contractor's employee) as Medical Examiner, pursuant to Section I of Act No. 181 of Public Acts of 1953, as amended (MCL 52.201 et seq), subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor will accept such appointment on behalf of Dr. Joyce deJong subject to the terms and conditions of this Agreement.

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

1. General Scope of Services

The Contractor, as the County's Medical Examiner, shall provide the County with the following services:

- A. All services required of the County Medical Examiner as described in and required by the laws of the State of Michigan, including, but not limited to, the investigation and certifications of all persons whose deaths are within the jurisdiction of the County's Medical Examiner.
- B. The provision of all necessary forensic pathology and forensic anthropology as needed to investigate deaths reported using standards established by the National Association of Medical Examiners. (Forensic toxicology and other forensic consultants may be subcontracted to other agencies or individuals whose qualifications meet the requirements of NAME Accreditation.)
- C. Provide necessary communications and be available to respond to the inquiries of prosecuting attorneys, criminal defense attorneys, law enforcement agencies, funeral directors, health care institutions and their professional staffs, and involved citizens and families regarding particular death investigations and general procedures.
- D. Make recommendations for appointment as needed, validate the qualifications, assure the special and continuing education, and direct the official activities of all persons (deputy

medical examiners, forensic pathologists, medical examiner investigators, etc.) providing professional services to the County's Medical Examiner's Office.

- E. Conduct investigations of all reported deaths pursuant to the requirements of the laws of the State of Michigan for county medical examiners and according to professionally accepted criteria.
- F. Be available for and provide testimony in criminal prosecutions to the Prosecuting Attorney of Van Buren County for postmortem examinations conducted under this jurisdiction, for deaths occurring in Van Buren County, at no additional expense for time worked to the local governmental unit of the prosecuting attorney requesting such testimony.

2. Appointment of Medical Examiners

The County and the Contractor hereby appoint Joyce deJong DO as the County's Medical Examiner; Joseph Prahlow MD, Theodore Brown MD, Elizabeth Douglas MD, Amanda Fisher-Hubbard MD, and Brandy Shattuck MD, as the County's Deputy Medical Examiners, subject to the approval of the County's Board of Commissioners.

- A. The Medical Examiner is licensed to practice medicine in the State of Michigan, board certified by the American Board of Pathology in Forensic Pathology, and has at least two years of forensic pathology work experience beyond forensic pathology residency/fellowship training.
- B. The Deputy Medical Examiners responsible for postmortem examinations and autopsies are licensed to practice medicine in the State of Michigan and board certified by the American Board of Pathology in Forensic Pathology (or, in the event a new DME is hired, will achieve board certification within 24 months of appointment as a DME).
- C. At least one DME with qualifications similar to those of the Medical Examiner is available when the Medical Examiner is not available.

3. Postmortem Examinations and Death Certifications

- A. The ME or a DME will complete all postmortem examinations and death certifications.
- B. A physician with the qualifications of a DME who is awaiting appointment as a DME by the Van Buren County Board of Commissioners, following a formal request for such appointment by the ME to the Van Buren County Health Officer, may perform postmortem examinations under the supervision of the ME or DME. or a physician-in-training who has completed a pathology residency and is a part of the fellowship training program at WMed may perform postmortem examinations under the supervision of the ME or DME. All postmortem examinations will be signed by the ME or DME. Death certification and other official duties of the Medical Examiner may not be performed by the individual awaiting appointment until such appointment is granted or by a physician in fellowship training.

- C. The ME or DME will conduct postmortem examinations of all bodies pursuant to the requirements of the State of Michigan and according to professional standards established by the National Association of Medical Examiners.

4. Medical Examiner Investigators

The contractor shall ensure that:

- A. Within six (6) months of initiating the contract, a sufficient number of Medical Examiner Investigators (MEIs) are available to respond to death scenes in a timely manner (within one (1) hour of being contacted by Central Dispatch for at least 90% of the deaths reported).
- B. The MEIs will conduct their investigations based on national guidelines as published by the Department of Justice.

5. Autopsy Reports

The contractor shall ensure that:

- A. Ninety percent (90%) of autopsies and external examinations are performed within 48 hours from the time the decedent is released from the death scene.
- B. Ninety percent (90%) of the final postmortem examination reports will be available within 60 calendar days from the time of autopsy.

6. Reporting Requirements

- A. The Contractor will create a report to be delivered to the Van Buren County Health Officer no later than July 1 of each year. The report will include a summary of the number of deaths reported, the number of deaths investigated, the manner of deaths investigated, the number of postmortem examinations performed. The Contractor also shall prepare and submit such other reports as may be required by the laws of the State of Michigan and/or rules and regulations promulgated pursuant thereto.
- B. The ME/DMEs will provide necessary communications and be available to respond to the inquiries of law enforcement agencies, funeral directors, health care institutions, and involved citizens and families regarding particular death investigations and general procedures.

7. Case Records

The Contractor shall ensure that Medical Examiner case records originating during the term of this agreement shall be maintained in its offices in professional acceptable content and format. The County shall have the sole and exclusive right to all records pertaining to the services rendered by the Contractor pursuant to this Agreement. The Contractor shall have use of appropriate records

when such access is required for the performance of the services to be provided under this Agreement and for any of its quality, compliance or any other reviews Contractor deems necessary. Upon the completion or termination of this Agreement, all records pertaining to services provided hereunder in the Contractor's possession shall be turned over to the County; provided, however that Contractor shall have access to the records upon its written reasonable request.

8. Compensation

The County shall compensate the Contractor for services performed under this Agreement as follows:

A. Compensation.

- i. Except as otherwise provided in this Agreement, the County shall compensate the Contractor for:
 - a. Office administration, including completion of death certificates, annual reports, cremation permits, management of investigations program, ME/DME on-call 24/7/365, time for court testimony and consultations with prosecutors/criminal defense attorneys, with an annual rate of \$34,131 administration of the office, training MEIs, administrative assistant support, and indirect expenses.
 - b. Investigations (including equipment for the investigators such as cameras, body bags, personal protective equipment), mileage, on-call compensation and scene investigations with an annual rate of \$46,083.
 - c. MDILog – online medical examiner database at an annual cost of \$2,385.
 - d. The total fixed annual rate, which does not include autopsies, for the first year of the contract is \$82,599. This will increase 2% annually; the total annual rate for Year 2 is \$84,251; Year 3 is \$85,936; and Year 4 is \$87,655.
 - e. Autopsies—
 1. Cost
 - a) \$2,601 per autopsy Year 1; \$2,653 per autopsy Year 2; \$2,706 per autopsy Year 3; \$2,760 per autopsy Year 4.
 - b) Limited, external examination, identification - \$650 each Year 1; \$663 each Year 2; \$677 each Year 3; \$690 each Year 4.
 2. Autopsies are ordered based on the current National Association of Medical Examiners Autopsy Performance Standards. The standards are occasionally updated by the National Association of Medical Examiners. The current standard requires an autopsy be performed when: the death is known or suspected to have been caused by apparent criminal violence; the death is unexpected and unexplained in an infant or child; the death is associated with police action; the death is apparently non-natural and in custody of a local, state, or federal institution; the death is due to acute workplace injury*; the death is caused by apparent electrocution*; the death is by apparent intoxication by alcohol, drugs, or poison, unless a significant interval has passed, and the medical findings and absence of trauma are well

documented; the death is caused by unwitnessed or suspected drowning*; the body is unidentified and the autopsy may aid in identification; the body is skeletonized; the body is charred; the deceased is involved in a motor vehicle incident and an autopsy is necessary to document injuries and/or determine the cause of death; and when the forensic pathologist deems a forensic autopsy is necessary to determine cause or manner of death, or document injuries/disease, or collect evidence.

*unless sufficient antemortem medical evaluation has adequately documented findings and issues of concern that would otherwise have required autopsy performance.

In many cases, an external examination of the body is required to determine if a complete autopsy is needed and to document important findings.

Service	Annual – Year 1	Monthly – Year 1
Office Administration	\$34,131	
Investigations	\$46,083	
MDILog	\$2,385	
Total Fixed	\$82,599	\$6883.25
Autopsies, Postmortem Examinations, and Unclaimed		Variable; based on volume

- ii. For a single incident resulting in five (5) or more deaths, the County shall compensate the Contractor an additional \$2,000 for each death beyond four (example, in an incident where there are six deaths, the County would compensate the Contractor \$2,000 for deaths five and six for a total of \$4,000).
 - iii. For unclaimed body investigations, in excess of three (3) per year, where the body is unclaimed for more than 48 hours, the County shall compensate the Contractor an additional \$150/unclaimed body management. Any expenses related to cremation or burial of the unclaimed body, after application to the State of Michigan for reimbursement, are the responsibility of the County.
- B. The Contractor shall invoice the County for the services on a monthly basis. The invoices shall be sent to: **Van Buren County Administration (Accounts Payable) Administration & Land Services Building, 2nd Floor, 219 Paw Paw Street, Suite 201, Paw Paw, MI 49079.** Payments shall be made by County to Contractor within 30 days from date of invoice, and should be sent to the following address:

Western Michigan University Homer Stryker M.D. School of Medicine
 Attn: Accounting Department
 P.O. Box 50391
 Kalamazoo, MI 49005-0391

C. All transports from Van Buren County to Western Michigan University School of Medicine will be provided by a transportation service of the County's choice. Such transport(s) will be directly billed to the County by the service provider. The transporter will meet all transport standards as defined by the National Association of Medical Examiners.

D. Use of County Facilities:

The County will allow at no charge:

- i. If needed, use of a conference room or office in Van Buren County, for meetings with family and next-of-kin to address questions about the results of a death investigation.
- ii. Use of space within Van Buren County for storage of body bags, tags, and personal protection equipment.

9. Independent Contractor

It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall in no way be deemed as employees of the County. The Medical Examiner, Deputy Medical Examiners and Medical Examiner Investigators, as agents of the County, are entitled to protection and privileges provided by law, including without limitation, governmental immunity. The Contractor's employees and agents and those of any subcontractors shall not be entitled to any fringe benefits which the County affords its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave or longevity. The Contractor shall be responsible for withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper federal, state and local governments, in connection with services rendered pursuant to this Agreement.

10. Required Insurance by Contractor

The Contractor shall procure and maintain during the life of this Agreement, the following insurance coverage, and shall provide Van Buren County with evidence that such coverage is in force:

- A. Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. General Liability Insurance on a "claims made basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage.
- C. Motor Vehicle Liability, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

D. Professional Liability Insurance with minimum limits of liability of \$1,000,000 per occurrence, \$3,000,000 aggregate for the professional activities being carried out pursuant to the terms of this Agreement.

E. Performance and Payment Bonds – not applicable.

11. Indemnification

As between the parties, the County assumes liability for all actions, lawsuits, claims, damages, judgments, costs, charges and expenses that may result from any alleged or actual action, omission or default by the County or its employees. This provision does not affect the County's or its employees' entitlement to governmental immunity. The County agrees to defend, indemnify and hold harmless Contractor, its Board Members, Deans, officers, employees, agents, successors and assigns from any and all claims, suits, actions, liabilities, expenses (including actual attorneys' fees) or losses whatsoever, including claims for property damage, personal injury and death, or any other damage or loss (hereinafter collectively referred to as "Claims"), which relate in any manner whatsoever, directly or indirectly, to Contractor's performance of services or provision of products and supplies pursuant to this Agreement unless the Claims arose as a result of or were caused by Contractor's gross negligence or willful misconduct.

12. Compliance with Laws

The Contractor will comply with all federal, state and local laws, including, but not limited to, all applicable OSHA/MIOSHA requirements, copyright and patent laws, and the Americans with Disabilities Act. The Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by the Contractor if that loss, cost or damage occurred as a result of Contractor's gross negligence or willful misconduct.

13. Confidentiality

The Contractor acknowledges that during the performance of services under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the County, and therefore the Contractor agrees that all such information will be kept confidential and will not be disclosed without the written authorization of the County.

The County acknowledges that any and all information related to: (i) WMed's services hereunder, including individually identifiable health information as defined by the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and (ii) the conduct by WMed of providing health care, is strictly confidential and constitutes the exclusive property of WMed, and that the use or disclosure of such matters, other than pursuant to the terms of this Agreement, shall be contrary to the best interests of WMed and shall cause harm and damage to WMed and its medical school or medical practice. In furtherance and on account thereof, the County covenants and agrees (i) to comply with state and federal laws regarding confidentiality of individually identifiable health information, including HIPAA and (ii)

comply with all of WMed's policies and procedures pertaining to use and disclosure of individually identifiable health information or proprietary business information.

The confidentiality restrictions set forth in subparagraph A of this paragraph shall not apply to information which: (i) generally becomes available to the public through no act of the County in breach of this Agreement; (ii) was in the possession of, or available to the County on a non-confidential basis prior to its disclosure; (iii) is independently developed by the County; or (iv) involves the use of deidentified data for research or generalized reporting, which when indicated is approved by an Institutional Review Board for Research.

14. 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.

15. Nondiscrimination

The Contractor will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. The Contractor, as required by law, will not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

16. Waivers

No provision of this Agreement will be deemed waived and no breach excused, unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, will not constitute consent to, waiver of, or excuse for any different or subsequent breach.

17. Amendment of the Agreement

No provision of this Agreement may be modified except by a written document signed by duly authorized representatives of both parties.

18. Subcontracting or Assignments

The Contractor will provide all services covered by this Agreement and will not subcontract, assign or delegate any of the services without written authorization from the County with the following exceptions:

- A. Forensic toxicology services may be subcontracted to a forensic toxicology laboratory that meets all requirements established by the National Association of Medical Examiners for accreditation.

- B. Consultation for specialized examinations such as cardiovascular pathology to a board-certified anatomic pathologist with specialization in cardiovascular pathology, providing the pathologist meets all practice requirements established by the National Association of Medical Examiners.
- C. Testing of blood samples for DNA for the purposes of identification of human remains to Michigan State University Forensic Biology Laboratory, provided the laboratory meets all requirements established by the National Association of Medical Examiners for accreditation.

19. Disregarding Titles

These titles of the sections set forth in this Agreement are inserted for the convenience of reference only and will be disregarded when construing or interpreting any of the provisions of this Agreement.

20. Complete Agreement

This Agreement and the attached Attachment A contain all the terms and conditions agreed upon by the County and Contractor, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either the County or the Contractor.

21. Arbitration

Any dispute or disagreement between the parties hereto regarding any provision of this Agreement or the performance of obligations hereunder shall be finally settled by binding arbitration. The arbitration shall be conducted under the Rules of the American Arbitration Association. In the event of any conflict between the Rules and this clause, the provision of this clause shall govern. The site of arbitration, unless the parties agree otherwise in writing, shall be Kalamazoo County, Michigan. The award rendered by the arbitrators shall apportion the cost of arbitration, as the arbitrators deem appropriate. Judgment thereon may be entered in a court having jurisdiction thereof or having jurisdiction over any court from the decision of the arbitrators. In addition, no party shall have any right to commence or maintain any suit or legal proceeding concerning a dispute hereunder until the dispute has been determined in accordance with the arbitration provisions of this section and then only for enforcement of the award rendered in such arbitration.

Each party shall enter into an agreement with the arbitrators which shall (a) prohibit any ex parte contacts with the arbitrators without the prior written consent of the other party, unless such contacts are initiated by an arbitrator, and (b) require the arbitrators to treat any information conveyed to him or her as confidential and prohibit disclosure of any confidential or trade information.

22. Agreement Period and Termination

This Agreement shall become effective and performance thereon shall commence on the 14th day of March, 2021, and shall continue through the 13th day of March, 2025. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the Contractor upon ninety (90) days prior written notice to the County. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon ninety (90) days prior written notice to the Contractor. The County may terminate this Agreement effective immediately after the Van Buren Board of Commissioners' removal of Joyce deJong, DO as Compiled Laws (MCL 52.201f) after notice to Dr. deJong and a hearing providing her with an opportunity to be heard, for failure to discharge properly the duties of Van Buren County Medical Examiner.

23. Attorney Fees

In the event of any arbitration or litigation arising out of or related to this Agreement, each party is responsible for their own attorney fees and expenses, including fees and expenses related to an appeal.

24. Taxes

County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to reimburse County promptly for full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and worker's compensation insurance.

25. Successors and Assigns

All representations, covenants, and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. No Third-Party Beneficiary

No person dealing with the County or Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the County or the Contractor and any staff: visitors, residents, or other individuals who may have business through the County.

27. Applicable Law

The laws of the State of Michigan shall govern this Agreement.

28. Invalid/Unenforceable Provisions

If any section, clause, or provision of this agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling of any tribunal of competent jurisdiction, that section, clause, or provision shall be null and void and shall be considered to be deleted and the remainder of the agreement shall not be affected thereby. Where the deletion of the invalid or unenforceable section, clause, or provision would result in the illegality and/or unenforceability of this agreement, this agreement shall be considered to have terminated as of the date in which the provision was rendered invalid.

29. Certification of Authority to Sign Agreement

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 said parties have authorized this Agreement.

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

VAN BUREN COUNTY

_____ Date: _____

By: Richard Godfrey
Its: Chair, Van Buren County Board of Commissioners

WESTERN MICHIGAN UNIVERSITY SCHOOL OF MEDICINE

_____ Date: _____

By: Lori Straube, MBA
Its: Associate Dean for Administration and Finance



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Anna Cerven and Chuck Norton
DATE: February 23, 2021
RE: .gov Email Rollout and Website Update

REQUEST:

The request is to discuss and advise on the rollout of the new .gov email addresses and website.