

# EATON COUNTY BOARD OF COMMISSIONERS

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Tim Barnes  
Blake Mulder  
Terrance Augustine  
Brandon Haskell  
Jeanne Pearl-Wright

Trevor "TJ" Youngquist  
Mark Mudry  
Joseph C. Brehler  
Brian Droscha  
Jacob Toomey

Scott Hansen  
Brian Lautzenheiser  
Jim Mott - Chair  
Frank Holmes  
Barbara A. Rogers - Vice Chair

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## EATON COUNTY BOARD OF COMMISSIONERS/HEALTH AND HUMAN SERVICES COMMITTEE

**MONDAY, DECEMBER 4, 2023, 9:00 A.M.**

BOARD OF COMMISSIONERS' ROOM, COUNTY COURTHOUSE, CHARLOTTE

### AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Agenda Additions and Changes.
4. Approval of November 6, 2023 Minutes.
5. Limited Public Comment.
6. Human Services Collaborative Council Resolution.
7. Strategic Plan – Substance Use and Misuse Update.
8. Medical Examiner Contract Extension.
9. Miscellaneous.
10. Limited Public Comment.
11. Adjournment.

*A quorum of the Board of Commissioners may be present at this meeting.*



1045 Independence Blvd.  
Charlotte, MI 48813



[eatoncounty.org](http://eatoncounty.org)

## HEALTH AND HUMAN SERVICES COMMITTEE MEETING

MONDAY, NOVEMBER 6, 2023

9:00 A.M.

MINUTES

**MEMBERS PRESENT:** Commissioners Brian Lautzenheiser, Mark Mudry, Tim Barnes, Blake Mulder, Joe Brehler, Barbara Rogers, and Jeanne Pearl-Wright.

**ALSO PRESENT:** Connie Sobie, Bridgett Flynn, Martha Richard, Greg Davis, Amy Dolinky, Kate Long, and Milea Burgstahler.

The November 6, 2023 regular meeting of the Health and Human Services Committee was called to order at 9:00 a.m. by Chairperson Lautzenheiser.

The Pledge of Allegiance was given by all.

Commissioner Mulder moved to approve the November 6, 2023 agenda as presented. Commissioner Pearl-Wright seconded. Motion carried unanimously.

Commissioner Rogers moved to approve the October 2, 2023 minutes, as presented. Commissioner Mulder seconded. Motion carried unanimously.

Limited Public Comment. None.

Kate Long, Tri-County Office on Aging, was present to provide the agency's semi-annual update. Ms. Long gave a general update and spoke about various services and supports available through TCOA.

Bridget Flynn, Housing Services Mid-Michigan, and Martha Richard and Greg Davis, SIREN Eaton Shelter, were present to provide an update on the issue of homelessness in the county and highlight November as Homeless Awareness Month.

Amy Dolinky, Michigan Association of Counties, and Milea Burgstahler, Barry Eaton District Health Department (BEDHD), presented a report on Eaton County Opioid Settlement Fund Strategic Planning. It is estimated 1.5 billion will come into the state with 50% going to local governments. Eaton County will receive approximately \$7.1 million over the next 18 years. Exhibit E, a document most of the national opioid settlement agreements follow, outlines the requirements for spending settlement funds. The Eaton County Chairperson Workgroup is recommending the county work with the BEDHD and Amy Dolinky to develop a three-year county-wide strategic plan that will provide recommendations for opioid settlement fund uses based on identified priorities within Eaton County that meet Exhibit E. Commissioner Pearl-Wright moved to accept the timeline and move forward with the Strategic Plan. Commissioner Mulder seconded. Motion Carried unanimously.

Commissioner Mulder moved to recommend the appointment of Jason White to the Clinton-Eaton-Ingham Community Mental Health Board for a partial term expiring 12/31/2025.

Miscellaneous. None.

Limited Public Comment. None.

Chairperson Lautzenheiser adjourned the meeting at 9:53 a.m.

The next regularly scheduled meeting of the Health and Human Services Committee will be held on Monday, December 4, 2023 at 9:00 a.m., in the Board of Commissioners Room of the Courthouse located at 1045 Independence Blvd, Charlotte MI 48813.

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Brian Lautzenheiser, Chairperson

DRAFT

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 20, 2023**

**RESOLUTION TO CONTINUE  
EATON COUNTY  
HUMAN SERVICES COLLABORATIVE COUNCIL**

**Introduced by the Health and Human Services Committee**

**WHEREAS**, the Board of Commissioners established an Eaton County Human Services Collaborative Council on January 17, 1996; and

**WHEREAS**, such resolution requires an annual review of the Human Services Collaborative Council to determine the necessity of its continuation; and

**WHEREAS**, the Board of Commissioners, feels that the Human Services Collaborative Council continues to provide a forum for human services agencies in the county to identify and discuss opportunities for further collaboration and partnership in human services delivery.

**NOW, THEREFORE, BE IT RESOLVED**, that the Human Services Collaborative Council be continued for another year.



**EATON COUNTY  
CONTROLLER'S OFFICE**

**Connie L. Sobie**  
Controller/Administrator

**Melissa L. Ballard**  
Finance Director

**Claudine Williams**  
Director of Intergovernmental  
Affairs and Development

**Ben Dawson**  
Human Resources Director

**Logan Bailey**  
Communications Director

To: Health and Human Services Committee  
From: Controller's Office  
Subject: Human Services Collaborative Council  
Date: December 4, 2023

In 1995, the State of Michigan, in a multi-agency effort, implemented the Systems Reform for Children and Their Families: Strategies for Change (Strategies for Change). The Eaton County Human Services Collaborative Council (HSCC) was created by resolution on January 17, 1996 in response.

The intent of the HSCC is to design a road map that will facilitate collaborative, seamless, locally-controlled, and family friendly systems of services for the Strategies for Change effort. The HSCC acts as the central decision-making authority for coordinating the delivery of social services within the County of Eaton.

Per the 1996 adopted Resolution and the HSCC operating guidelines, the Eaton County Board of Commissioners shall review the organization and operation of the HSCC as necessary and in any event no later than January 17, on an annual basis thereafter.

At the June 1, 2020 Health and Human Services Committee meeting there was discussion regarding Eaton Community Health (ECH), a non-profit organization, providing administrative support and staffing for HSCC. It was recommended that the Board of Commissioners consider this opportunity.

In November 2020, the Eaton County Board of Commissioners resolved to continue the HSCC and to amend its operating guidelines and they also approved an agreement with ECH to provide administrative capacity and support.

Attached is a Resolution to resolve to approve continuation of the HSCC, as presented annually since 1997. The Committee may wish to have ECH provide semi-annual or annual reports in the future to comply with the requirement of reviewing the organization and operation of the HSCC.



517-543-2122  
517-543-3331 Fax



1045 Independence Blvd.  
Charlotte, MI 48813



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**SECOND AMENDMENT TO  
MEDICAL EXAMINER SERVICES AGREEMENT**

THIS AMENDMENT ("Amendment") is made effective the 1st day of January, 2024, by and between **EDWARD W. SPARROW HOSPITAL ASSOCIATION**, a Michigan nonprofit corporation ("Contractor") and **COUNTY OF EATON**, a municipal corporation and political subdivision of the State of Michigan ("County").

WHEREAS, Contractor and County entered into an Medical Examiner Services Agreement effective January 1, 2018, as amended (the "Agreement"); and

WHEREAS, Contractor and County choose to amend said Agreement as described herein.

NOW, THEREFORE, the parties agree as follows:

1. The following shall be added to Section 4(a) of the Agreement:

The Annual Rate for Services performed from January 1, 2024 through December 31, 2024, shall be Three Hundred Twelve Thousand One Hundred Twenty-Three and 22/100 Dollars (\$312,123.22).

2. The following shall be added to Section 21 of the Agreement:

The term of this Agreement shall be extended from January 1, 2024 through December 31, 2024.

3. Exhibit A to the Agreement is hereby deleted in its entirety and Exhibit A attached hereto is hereby substituted therefor.

4. The parties hereto ratify and reaffirm all of the remaining terms of the Agreement as if set forth herein in full.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date(s) set forth below.

**CONTRACTOR:**

Edward W. Sparrow Hospital Association

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**COUNTY:**

County of Eaton

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A – Contractor’s Employees Appointed**

**Medical Examiner: Michael A. Markey, M.D.**

**Deputy Medical Examiner: David S. Moons, M.D**

**Deputy Medical Examiner: Christopher A. Hauch, M.D**

**FIRST AMENDMENT TO  
MEDICAL EXAMINER SERVICES AGREEMENT**

THIS AMENDMENT is made effective the 1st day of January, 2021, by and between **EDWARD W. SPARROW HOSPITAL ASSOCIATION**, a Michigan nonprofit corporation (“Contractor”) and **COUNTY OF EATON**, a municipal corporation and political subdivision of the State of Michigan (“County”).

WHEREAS, Contractor and County entered into an Medical Examiner Services Agreement effective January 1, 2018 (the “Agreement”); and

WHEREAS, Contractor and County choose to amend said Agreement as described herein.

NOW, THEREFORE, the parties agree as follows:

1. The following shall be added to Section 4(a) of the Agreement:

The Annual Rate for Services performed from January 1, 2021 through December 31, 2021, shall be Two Hundred Seventy-Two Thousand Two Hundred Forty-One and 00/100 Dollars (\$272,241.00). The Annual Rate for subsequent calendar years is subject to Section 4(b) below.

2. The following shall be added to Section 21 of the Agreement:

The term of this Agreement shall be extended from January 1, 2021 through December 31, 2023.

3. The parties hereto ratify and reaffirm all of the remaining terms of the Agreement as if set forth herein in full.


IN WITNESS WHEREOF, the parties have executed this Amendment on the date(s) set forth below.

**CONTRACTOR:**

Edward W. Sparrow Hospital Association

Dated: Jan 4, 2021

By: \_\_\_\_\_

  
Joe Ruth (Jan 4, 2021 15:15 EST)

Joseph J. Ruth

Its: \_\_\_\_\_


Executive Vice President and Chief Operating Officer of Sparrow Health System, in its capacity as the Sole Member of Edward W. Sparrow Hospital Association

**COUNTY:**

County of Eaton

Dated: 1/7/2021

By: \_\_\_\_\_

  
Chairman, Board of Commissioners



## MEDICAL EXAMINER SERVICES AGREEMENT

**THIS MEDICAL EXAMINER SERVICES AGREEMENT** ("Agreement"), made and entered into this 1st day of January, 2018 (the "Execution Date") by and between the **COUNTY OF EATON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **EDWARD W. SPARROW HOSPITAL ASSOCIATION**, a Michigan non-profit corporation located at 1215 E. Michigan Avenue, P.O. Box 30480, Lansing, Michigan 48909-7980 (hereinafter referred to as "Contractor"). County and Contractor are herein collectively the "parties" and individually a "party".

**WHEREAS**, the Eaton County Board of Commissioners has appointed Contractor's employees as medical examiner(s) or deputy examiners as listed on Exhibit A pursuant to Section 1 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**, Contractor and its employees have accepted the appointment as Eaton County Medical Examiner, 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**. Contractor, through its employees, subcontractors, or agents, commencing January 1, 2018, shall provide the County with the all services required of the County's Medical Examiner in accordance with Michigan Law (Act No. 181 of Public Acts of 1953, as amended including but not limited to the following (herein "Services")):
  - a. Conducting inquiries into all deaths reported to the Eaton County Medical Examiner's Office. Upon County establishing that the Eaton County Medical Examiner's Office has jurisdiction over the death, Contractor will conduct a full investigation in accordance with standards adopted by the National Association of Medical Examiners ("NAME"). Contractor shall generate a record of all reported deaths, regardless of jurisdiction, and shall maintain case files.
  - b. Performing forensic autopsies pursuant to the requirements of the State of Michigan and according to professional standards established by the NAME. Such exams shall include necessary forensic neuropathology, toxicology, anthropology, entomology, odontology, biology, radiology, and any other specialized testing, based upon standards established by the NAME.

- c. Signing all appropriate death certificates and review and authorize cremation permits in a timely manner. Contractor will work cooperatively with funeral directors and the Eaton County Clerk's Office to ensure that death certificates and cremation permits are completed accurately and in a timely manner, as required by law. Contractor shall keep a record of all cremation permits issued and forward the information to the County on a monthly basis for billing purposes.
- d. Providing necessary communications and being available to respond to the inquiries of County staff, prosecuting attorneys, criminal defense attorneys, law enforcement agencies, funeral directors, health care institutions and their professional staff, and involved citizens and families regarding particular death investigations and general procedures.
- e. Providing necessary information to and participate in death reviews, including participation in child death review team meetings.
- f. Participating in court proceedings, when officially requested.
- g. Attending meetings with County officials as needed.

2. **Autopsy Reports and Death Certificates.** Contractor shall utilize its best efforts to:

- a. Conduct autopsies within twenty-four (24) hours of a body's release from the scene of death, except for on Sundays and Contractor's holidays. It is recognized that circumstances, such as frozen bodies, high caseload, and donations to Gift of Life, may delay autopsies.
- b. Make preliminary autopsy findings available no later than 9 a.m. on the day following the autopsy, unless the day following the autopsy is a Sunday or Contractor holiday.
- c. Complete death certificates with any items pending further testing or information within sixty (60) days of the date of autopsy, unless special diagnostic studies are necessary and such studies delay completion of the death certificate.
- d. Make available no less than ninety percent (90%) of all final autopsy reports in the Medical Examiner's Office within sixty (60) days from the date of

autopsy, unless special diagnostic studies are necessary and such studies delay completion of the report.

3. **Case Records.** Contractor shall maintain medical examiner case records originating during the term of this Agreement in its office in professional acceptable content and format. The County shall have the sole and exclusive right to records, excluding those medical records required to be confidentially maintained pursuant to patient privacy laws, pertaining to the services rendered by Contractor pursuant to this Agreement. Contractor shall have use of necessary 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 excluding those medical records required to be confidentially maintained pursuant to patient privacy laws, pertaining to services provided hereunder in Contractor's possession shall be turned over to the County; provided, however that Contractor shall have access to the records upon its written request. Furthermore, nothing in this Section shall be read as requiring Contractor to delete any information it maintains electronically or records that Contractor is required to maintain by law.

For Medical Examiner records that are public records under the Freedom of Information Act ("FOIA"), Contractor shall cooperate with the County in providing a response to requests for disclosure of public records under FOIA. Contractor shall promptly forward all FOIA request for Medical Examiner records to the County within three (3) business days after its receipt of the request.

4. **Compensation.** The County shall compensate Contractor for Services performed under this Agreement as follows:
  - a. In Year One of the contract (January 1, 2018 through December 31, 2018), the County shall pay Contractor for all Services performed under this Agreement in the amount of Two Hundred Forty-Six Thousand Seven Hundred Sixty-Eight and 00/100 Dollars (\$246,768.00) (the "Annual Rate"), payable in twelve (12) equal monthly installments of Twenty Thousand Five Hundred Sixty-Four and 00/100 Dollars (\$20,564.00).
  - b. The Annual Rate amount for the Services shall increase in accordance with Contractor's costs, determined solely by Contractor, at a rate not to exceed four percent (4%) per year. Contractor shall inform the County by January 1 of each year of any increase for the upcoming calendar year.

- c. Contractor shall invoice the County for Services provided on a monthly basis. The invoices shall be sent to:

John Fuentes  
Eaton County Controller's Office  
1045 Independence Blvd.  
Charlotte, MI 48813

- d. All payments under this Agreement shall be mailed to Contractor at the address indicated on the invoice.

5. **Independent Contractor.** It is expressly understood and agreed that Contractor is an independent contractor. The employees, subcontractors, and agents of Contractor shall in no way be deemed to be and shall not hold themselves out as employees of the County, but they may be considered agents of the County in their respective capacities as Medical Examiner and Deputy Medical Examiner, and as such, do not forfeit governmental immunity by entering into this Agreement. Contractor's employees, agents, and 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. Contractor and any agent or subcontractors shall be responsible for paying all compensation due their employees and agents for work which they perform under this Agreement and for the 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. It is also expressly understood and agreed that County and its employees, subcontractors, and agents shall in no way be deemed to be and shall not hold themselves out as employees of the Contractor.

6. **Required Insurance.** Contractor shall procure and maintain during the life of this Agreement, the following insurance coverage, and shall provide 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. **Commercial General Liability Insurance** on a "Claims Made Basis" with limits of liability not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage; and

- c. Professional Liability Insurance (Errors and Omissions) with minimum limits of liability of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
- d. Additional Insured. The commercial General Liability Insurance, as described above, shall include an endorsement stating the following, "Additional Insureds: The County of Eaton, all County of Eaton elected and appointed officials, and all County of Eaton employees, boards, commissions and/or authorities and board members, including employees thereof."

The Commercial General Liability Insurance shall be considered to be Primary coverage to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether said other available coverage be primary contributing or excess.

- e. Cancellation Notice. All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to Eaton County, 1045 Independence Blvd., Charlotte, MI 48813."
- f. Proof of Insurance. Contractor shall, upon request provide to the County, at the time of this Agreement is signed, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies must be furnished.

7. **No Indemnifications and Hold Harmless.** It is understood that neither party to this Agreement is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its own liability arising from the acts or omissions of its employee or agents, occurring in the course of performing this Agreement. Neither party shall assume any liability of the other, or defend, indemnify or hold harmless the other party, against any claims or liability of the other party, arising from the other party. Nothing in this Agreement shall be interpreted to waive or limit in any way the protections and privileges provided by law, including without limitation governmental immunity.

8. **Warranty Regarding Health Care Fraud.** The County represents and warrants that as of the Execution Date of this Agreement, the County:

- a. Has not been listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; and
- b. Has not been convicted of any crime related to defrauding any health care benefit program.

The County further agrees to notify Contractor, in writing, immediately if the County is listed by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or if the County is convicted of any crime related to defrauding any health care benefit program.

9. **Debarment and Suspension.** The County and Contractor both certify to the other that to the best of its knowledge and belief it:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Has not within the three (3) year period preceding this Agreement been convicted of or had a civil judgement rendered against it for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction of contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
- c. Is not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in (b) above; and
- d. Has not within the three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If any of the events listed in the first paragraph of Section 10 occur or are found to have occurred while this Agreement is in effect either party may, without any liability to the other, terminate this Agreement effective immediately upon delivery of written notice of termination to the other party.

10. **Compliance with the Law and Arbitration** In performing the Services to be conducted under this Agreement, Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules, and regulations.

All disputes hereunder, including but not limited to, claims for breach of this Agreement, claims based on state or federal statutes, including civil rights claims under state and federal law, and claims based on common law, shall be resolved through arbitration. Arbitration shall be conducted according to the Michigan Court Rules and the applicable rules of the American Arbitration Association ("AAA"). In the event of a conflict between the Michigan Court Rules and AAA Rules, the Michigan Court Rules shall control. Arbitration shall be the parties' sole recourse for resolution of disputes arising under this Agreement. The party asserting the claim must initiate the arbitration by filing a written Demand for Arbitration (the "Demand") with both the regional office of AAA and the other party. This Demand shall be filed within one hundred eighty (180) days of the date the claim accrued or the claim shall be forever barred. The arbitration shall be conducted in Ingham County, Michigan. Parties shall have the right to legal counsel and reasonable discovery. Parties shall bear equally the cost of AAA's filing fee. The arbitrator however, shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in court, including the allocation of fees. The arbitrator's award shall be final and binding upon Sparrow, Company and Pharmacists and a judgment of the Michigan Circuit Court or the United States District Court may be rendered thereon. Judicial review shall not be permitted, unless allowed by Michigan law.

This Agreement shall be construed according to the laws of the State of Michigan.

11. **Confidentiality.**

- a. The County acknowledges that any and all information related to (i) Contractor's Services hereunder, including, but not limited to, individually identifiable health information as defined by the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and (2) the conduct by Contractor of providing health care, is strictly confidential and constitutes the exclusive property of Contractor, 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 Contractor and shall cause harm and damage to Contractor and its 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, but not limited to, HIPAA and (ii) to comply with all of Contractor's policies and procedures pertaining to use and disclosure of individually identifiable health information or proprietary business information.



b. The confidentiality restrictions set forth in Subsection a. of this Section 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; or (iii) is independently developed by the County. The parties

12. **License Requirements.** Contractor's employees that are providing Services under this Agreement shall at all times while this Agreement remains in effect 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 the employee's ability to provide Services under this Agreement.

13. **Nondiscrimination.** Contractor and the County, as required by law, shall not discriminate against a person to be served or any 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, sexual orientation, gender identity, disability, height, weight, marital status, political affiliation or beliefs, except where age, sex or lack of disability constitutes a bona fide occupational qualification.

Each party shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following:

a. Section 504 of the Rehabilitation Act of 1973, as amended.

b. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.

c. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

d. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USC§12101 et.seq.), as amended, and rules and regulations promulgated thereunder.

14. **Waivers.** No failure or delay on the part of either the County or Contractor in exercising any right, power or privilege under this Agreement 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.



15. **Amendment of the Agreement.** All modifications, amendments, or waivers of any provision of this Agreement or the Services to be performed hereunder shall be made only by the written mutual consent of the parties hereto.
16. **Assignment.** Neither party shall subcontract or assign this Agreement without the prior written consent of the other party.
17. **Subcontracting.** Other than as noted in this Section, Contractor and County may not subcontract, delegate, or assign its duties under this Agreement without the prior written consent of the other party. Furthermore, the restrictions of this Section shall not apply to the appropriate delegation of responsibilities to a Deputy Medical Examiner appointed by the County or to the appropriate delegation of responsibilities to a Medical Examiner Investigator by Contractor.
18. **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.
19. **Complete Agreement.** This Agreement and any exhibits incorporated by reference contains 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 Contractor unless done in accordance with Section 16 of this Agreement.
20. **Notification of Claims and Joint Defense.** County and Contractor shall promptly notify the other of any claim against them with respect to or arising from the Agreement. To the extent a claim is brought against County or Contractor, the parties shall, as reasonably able and as recommended by their respective independent legal counsel, cooperate in the defense of such claim. Upon a party's request, the notifying party shall provide the other party with all known details of the nature, circumstances, and disposition of any suits, claims or investigations reportable under this Section; provided, however, that nothing in this Section shall require any party to provide the other with any information prohibited to be disclosed by applicable law or administrative agency requirement, or to waive any privilege.
21. **Agreement Period and Termination.** This Agreement shall become effective and performance thereon shall commence on the 1st day of January, 2018 and shall continue through the 31st day of December, 2020, at which time it shall expire. Notwithstanding any other provision in the Agreement to the contrary, this

Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party.

22. **Notices.** Any notice required by this Agreement shall be deemed given if sent by certified or registered mail, with postage fully prepaid, at the last known address of the party to be notified. Notices shall be deemed given on the date of mailing, irrespective of the date of receipt.
23. **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.
24. **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 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.

**COUNTY OF EATON**

By: 

Blake Mulder

Its: Chairperson, Eaton County Board of  
Commissioners

**EDWARD W. SPARROW HOSPITAL ASSOCIATION**

By: \_\_\_\_\_

Mark Brett

Its: President and Chief Executive Officer

Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party.

22. **Notices.** Any notice required by this Agreement shall be deemed given if sent by certified or registered mail, with postage fully prepaid, at the last known address of the party to be notified. Notices shall be deemed given on the date of mailing, irrespective of the date of receipt.
23. **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.
24. **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 this Agreement has been authorized by said parties.

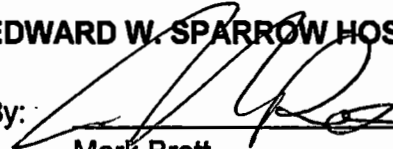
**IN WITNESS WHEREOF**, the parties have fully executed this Agreement on the day and year first above written.

**COUNTY OF EATON**

By:   
Blake Mulder

Its: Chairperson, Eaton County Board of  
Commissioners

**EDWARD W. SPARROW HOSPITAL ASSOCIATION**

By:   
Mark Brett

Its: President and Chief Executive Officer

**Exhibit A- Contractor's Employees Appointed**

Medical Examiner: Michael Markey, M.D.

Deputy Medical Examiner: Patrick Hansma, D.O.