



# TUSCOLA COUNTY

## Committee of the Whole

### MEETING AGENDA

Monday, June 22, 2026 - 8:00 AM

H. H. Purdy Building Board Room  
125 W. Lincoln Street, Caro, MI 48723

**Public may participate in the meeting electronically:**  
**Join by phone:** (US) +1 929-276-1248 PIN:112 203 398#  
**Join by Hangouts Meeting ID:** [meet.google.com/mih-jntr-jya](https://meet.google.com/mih-jntr-jya)

8:00 AM Call to Order - Chairperson Vaughan  
Roll Call - Clerk Fetting

Page

#### New Business

1. Community Corrections Grant FY27 - David Stevens, Community Corrections Coordinator 3 - 5  
[THUMB Grant FY2027](#)
2. Request to Purchase a New Off-Road Utility Vehicle - Larry Zapfe, Mosquito Abatement Director 6 - 8  
[Board Request to Purchase New UTV](#)
3. Medical Examiner Revised Agreement - Mike Miller, Interim Administrator 9 - 42  
[Tuscola County - 2026 ME Agreement - REDLINE](#)  
[Tuscola County - 2026 ME Agreement - FINAL CLEAN \(Draft\)](#)

#### Old Business

#### Finance/Technology

Committee Leader **Commissioner Bardwell** and Commissioner Koch

**Primary Finance/Technology**

**On-Going and Other Finance**

**On-Going and Other Technology**

## **Building and Grounds**

Committee Leader **Commissioner Koch** and Commissioner Lutz

**Primary Building and Grounds**

**On-Going and Other Building and Grounds**

## **Personnel**

Committee Leader **Commissioner Vaughan** and Commissioner Barrios

**Primary Personnel**

**On-Going and Other Personnel**

## **Other Business as Necessary**

## **Public Comment Period**

## **Adjournment**

**THUMB AREA REGIONAL COMMUNITY CORRECTIONS  
GRANT FY2027**

- **THINKING MATTERS PROGRAM**  
**NEW ENROLLMENTS = 170**  
**FUNDING = \$24,000.00**
- **SUBSTANCE ABUSE PROGRAM**  
**NEW ENROLLMENTS = 72**  
**FUNDING = \$63,000.00**
- **INTENSIVE OUTPATIENT PROGRAM (IOP)**  
**NEW ENROLLMENTS = 30**  
**FUNDING = \$65,000.00**
- **WOMEN'S INDIVIDUAL SUBSTANCE ABUSE**  
**NEW ENROLLMENTS = 20**  
**FUNDING = \$21,424.00**
- **OPIATE / METH SPECIFIC PROGRAM**  
**NEW ENROLLMENTS = 30**  
**FUNDING = \$120,000.00**
- **PRETRIAL ASSESSMENTS**  
**NEW ENROLLMENTS = 175**  
**FUNDING = \$10,683.19**
- **PRETRIAL SUPERVISION**  
**NEW ENROLLMENTS = 100**  
**FUNDING = \$36,837.20**

# Proposal

## Proposal

### CCAB Name

#### THUMB AREA REGIONAL CCAB

Program	Program Code	Funding Request	Reserved Funding	Approved Funding	Applied Admin %	Approved Admin %
<b>Group-Based Programs</b>						
Education	B00	\$0.00				
Employment	B15	\$0.00				
Cognitive	C01	\$24,000.00				
Domestic Violence	C05	\$0.00				
Sex Offender	C06	\$0.00				
Outpatient Services	G18	\$248,000.00				
<b>Sub-Total</b>		<b>\$272,000.00</b>				
<b>Supervision Programs</b>						
Pretrial Supervision	F23	\$36,837.20				
<b>Sub-Total</b>		<b>\$36,837.20</b>				
<b>Assessment Services</b>						
Actuarial Assessment	I22	\$0.00				
Pretrial Assessment	F22	\$10,683.19				
<b>Sub-Total</b>		<b>\$10,683.19</b>				
<b>Case Management</b>	I24	\$0.00				
<b>Substance Abuse Testing</b>	G17	\$0.00				
<b>Other</b>	Z00	\$21,424.00				
<b>5 Day Housing</b>	Z02	\$0.00				
<b>Program Total</b>		<b>\$340,944.39</b>				
<b>Administration</b>						
Salary & Wages		\$138,011.81				
Contractual Services		\$0.00				
Equipment		\$1,250.00				
Supplies		\$1,250.00				
Travel		\$1,600.00				
Training		\$900.00				
Board Expenses		\$650.00				
Other		\$0.00				
<b>Administration Total</b>		<b>\$143,661.81</b>				
<b>Total Funding Request</b>		<b>\$484,606.20</b>				
					29.65	29.65

**PCR Table FY 2024**

**PCR Table FY 2025**

	CCAB PCR	State PCR
<b>Overall</b>	18.2%	17.0%
<b>Group 2</b>	11.8%	11.2%
<b>Straddle Cell</b>	14.7%	19.7%
<b>Group 2 Straddle</b>	6.9%	18.3%

	CCAB PCR	State PCR
<b>Overall</b>	16.8%	18.8%
<b>Group 2</b>	10.2%	12.8%
<b>Straddle Cell</b>	21.5%	21.6%
<b>Group 2 Straddle</b>	17.8%	21.1%

<b>Pretrial Appearance Rate</b>	91.0%	%
<b>Pretrial Public Safety Rate</b>	93.0%	%

<b>Pretrial Appearance Rate</b>	89.0%	91.0%
<b>Pretrial Public Safety Rate</b>	90.0%	96.0%

Does this data exclude those dispositions with prisoner status? **Yes**

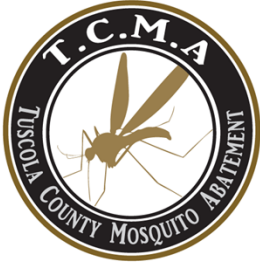
**B: Recidivism**

County	# of Probation Violations - New Sentence to Prison	# of Probation Violations - Technical to Prison

**C: COMPAS Criminogenic Needs Profile**

Please list the Top 3 needs scales (medium/probable and high/highly probable combined) as identified within the COMPAS Criminogenic Needs and Risk Profile for all probationers provided by OCC. Additionally, identify both the local and proposed OCC strategies that will impact the identified needs scales. OCC funded strategies must be identified by CCIS Code and Local Name of Program as it appears on the program descriptions:

- First: *Substance Abuse*
- Second: *Criminal Personality*
- Third: *Family Criminality*



## TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive  
Caro, Michigan 48723-9291  
989-672-3748 Phone ~ 989-672-3724 Fax  
*Larry Zapfe, Director*

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To: Tuscola County Board of Commissioners and Interim Administrator  
Mike Miller

From: Larry Zapfe, Director

Date: June 22, 2026

Re: Request to purchase a new off-road utility vehicle.

This new off-road utility vehicle would replace a 2004 model that is reaching it's mechanical limits. The department uses a UTV to treat for mosquitoes at county golf courses, parks and rail trails. I reached out to several dealerships and requested all bids be submitted by June 15, 2026. I did receive two bids. One from Weiss Equipment in Frankenmuth Michigan in the amount of \$14,700. The second bid I received was from Trailsport Motors LLC in Brown City Michigan in the amount of \$13,500.

At this time, I would like to request to purchase a Kawasaki Pro-MX EPS Firecracker from Trailsport Motors LLC in Brown City Michigan in the amount of \$13,500. This purchase was planned and budgeted for in 2026 Mosquito Abatement budget and the funds would be removed from line item 240-100-970.010.

Thank you for your time and consideration.

Thank you for your time and consideration.

Larry Zapfe, Director



## AGREEMENT FOR COMPREHENSIVE MEDICAL EXAMINER OFFICE SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2026 ("Effective Date"), is by and between the County of Tuscola, a political subdivision of the State of Michigan (hereinafter "County"), and the Michigan Forensics, PLLC, a Michigan professional limited liability company (hereinafter "Contractor"), authorized to operate in the State of Michigan.

### RECITALS

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

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

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

### AGREEMENT

#### 1. Scope of Services.

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

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

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

Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. ~~If County will discuss performance issues of~~ notifies Contractor of its dissatisfaction with any assigned personnel with Contractor so that Contractor may performing work hereunder, County and Contractor shall meet within ten (10) days of such notice to discuss such dissatisfaction and Contractor shall have thirty (30) days after such meeting to attempt to remedy the situation. In If after thirty (30) days the event that at any time County, in its issue(s) is not remedied to County's sole discretion, desires the removal of any satisfaction, County may unilaterally demand that Contractor remove such person or persons assigned by Contractor ~~to perform work hereunder, who were at issue, and~~ Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement (“Key Personnel”). Contractor shall not remove, replace, substitute, or otherwise change any Key Personnel without the prior written consent of County. Consent for new or alternate Contractor personnel shall not be unreasonably withheld. With respect to performance under this Agreement, DANIEL J. SPITZ M.D., KEVIN R. GINNEBAUGH, M.D., and any other Deputy Medical Examiner assigned to County by Contractor are considered Key Personnel.

c. In the event that any of Contractor’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor’s control, Contractor and County shall be responsible for timely provision of adequately qualified replacements.

d. Contractor will employ medical examiner investigators, autopsy assistants, transport staff, clerical staff and any other personnel as needed to provide services necessary to operate the County Medical Examiner’s Office.

e. Contractor will provide education and training to medical examiner investigators and autopsy assistants.

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

2. Payment. For all services required hereunder and as outlined in Exhibit A, and except as outlined herein, Contractor shall be paid Thirty-Three Thousand Seven Hundred Fifty Dollars (\$33,750) per Contract Year (as defined below), regardless of the number of hours or length of time necessary for Contractor to complete the services (the “Yearly Fee”). The Yearly Fee shall be paid in twelve (12) equal installments. In addition to the Yearly Fee, Contractor shall be paid (A) Two Thousand Four Hundred Dollars (\$2,400) for each autopsy performed for County with such amount inclusive of the transportation of the decedent’s body (the “Autopsy Fee”); and (B) One Hundred Sixty-Five Dollars (\$165.00) for each scene investigation performed by Contractor for County (the “Scene Investigation Fee”). Contractor shall not be entitled to any additional payment for any services or expenses incurred in completion of the services, autopsies, or scene investigations. Contractor shall submit to County monthly invoices setting forth the work performed by Contractor for the month. The invoice shall include 1/12th of the Yearly Fee as well as an accurate listing of an Autopsy and Scene Investigation Fees. County shall pay Contractor’s invoice within 30-days after County’s receipt of the invoice so long as the invoice is both accurate and undisputed by the County. Contractor shall send all invoices to the County Controller/Administrator at 125 W. Lincoln St., Suite 500, Caro, Michigan 48723.

3. Term of Agreement. The term of this Agreement shall be from \_\_\_\_\_, 2026 to \_\_\_\_\_, 2027 (the “Contract Year”), unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right to terminate this Agreement by giving written notice of such termination, stating the effective date and presenting such notice of termination at least ~~sixty~~ ninety (90) days in advance of such effective date.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should County or Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County or Contractor may immediately terminate this Agreement by giving the other party written notice of such termination, stating the reason for termination. Contractor may terminate this Agreement for non-payment of undisputed invoices overdue by more than 30 days.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 8.10 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

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

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

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

8. Representations of Contractor.

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

8.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

8.4 Key Personnel. Contractor represents and warrants that Key Personnel is/are, and will remain during the pendency of this Agreement, licensed to practice medicine in the State of Michigan.

8.5 Autopsy Services. Contractor represents and warrants that all autopsies conducted pursuant to this Agreement will be performed by a physician duly licensed to practice medicine in the State of Michigan who is board certified or board eligible in the specialty of forensic pathology. Board certification is required for any autopsies performed on cases which are criminal or suspicious in nature or which are potentially prosecutable.

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

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

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

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

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

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

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

9. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County’s right to terminate this Agreement pursuant to Article 4.

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

11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices,

bills, and payments shall be made in writing and shall be given by personal delivery, by U.S. Mail or courier service, or by e-mail. Notices, bills, and payments shall be addressed as follows:

TO COUNTY: Tuscola County  
Office of County Controller/Administrator  
125 W Lincoln Street, Suite 500  
Caro, Michigan 48723  
[mmiller@tuscolacounty.org](mailto:mmiller@tuscolacounty.org)

TO CONTRACTOR: Michigan Forensics, PLLC,  
387 Kercheval Ave.  
Grosse Pointe Farms, MI 48236  
Tel: ~~989-341-5077~~ [313-806-2002](tel:313-806-2002)  
[danspitz@aol.com](mailto:danspitz@aol.com)

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

## 12. Miscellaneous Provisions.

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

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

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

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

12.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of Michigan, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in in the County of Tuscola. Any action which is brought or removed to federal court, shall be brought or heard in the Federal Judicial District of Michigan, Eastern District-Northern Division.

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

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

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

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

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

**MICHIGAN FORENSICS, PLLC**

**COUNTY OF TUSCOLA**

\_\_\_\_\_  
By: Daniel J. Spitz M.D.  
Its: Authorized Member

\_\_\_\_\_  
By: Kim Vaughan  
Its: Chairman, Board of Commissioners

Date: \_\_\_\_\_, 2026

Date: \_\_\_\_\_, 2026

## Exhibit A Scope of Work

1. Contractor's Responsibilities. During the term of this Agreement, Contractor shall provide the following services to County:

a. Case Evaluation: Contractor shall provide case evaluation services and shall consult with investigators, family members of decedents, and private medical doctors, and other authorized representatives, to assist the Medical Examiner determining whether specific cases require medical examiner investigation, pursuant to MCL § 52.202.

b. External Exam: Contractor shall perform external examinations of decedents, when an autopsy examination is not deemed necessary to provide probable cause of death. External examination may include viewing the body, examining medical records, medical history, and similar information. If such external examination reveals questions or issues that in the opinion of Contractor require an autopsy to be performed, Contractor shall have performed an autopsy.

c. Case Consultation: Contractor may perform case consultation services on an as needed basis, including medical record and laboratory results review, investigative report review, and case analysis, which may or may not involve external examinations upon formal request by law enforcement or the County Prosecutor. Ad hoc, informal opinions provided by Contractor to law enforcement or the Prosecutor shall not incur additional fees. In the event that a formal, extensive records or case review is required to determine cause of death, County and Contractor shall mutually agree upon the scope and estimate of cost of work prior to commencement of the review.

d. Autopsy: Contractor shall have autopsies performed when determined necessary by the Medical Examiner or his/her Deputy(ies). Contractor shall advise law enforcement on necessity of performing an autopsy versus an external examination in the context of industry best practices. Such autopsy services shall also include:

- i. Board Certified: Autopsies will be completed by Board Certified Forensic Pathologist (American Board of Pathology) on any cases that are criminal or suspicious in nature or potentially prosecutable.
- ii. Triage: Contractor shall participate in case triage discussions.
- iii. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of case. Such individuals or agency representatives must obtain authorization from the lead law enforcement investigator/agency and the Medical Examiner or Forensic Pathologist prior to viewing any autopsy.
- iv. Explanation of Procedures: Contractor shall explain autopsy procedures and respond to questions during the autopsy.

- v. **Education:** Contractor may provide education to autopsy attendees during such autopsies, provided it does not interfere with performance of work required; however, any fee, if applicable, for such training services shall be addressed exclusively by Contractor and the party requesting such services.
  - vi. Autopsy examinations will be conducted in accordance with the National Association of Medical Examiners Forensic Autopsy Performance Standards.
- e. Laboratory Testing: Contractor shall order and pay for toxicological, bacteriological, serological, or similar testing studies from laboratories and professional consultants when reasonable or necessary to assist in determining cause and manner of death. Contractor shall use licensed and accredited forensic laboratories for such services.
- f. Additional Consultation Services. Contractor shall provide consultation services as needed including but not limited to, forensic dental support, anthropology, radiology, and neuropathology.
- g. Histology: Contractor shall cover histology testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- h. Transcription: Contractor shall provide any necessary transcription services.
- i. On Scene Examination: Contractor shall view the bodies of decedents at the scene of death and/or perform other investigative services (such as interviewing/examining witnesses) during and after normal working business hours and provide these services twenty-four (24) hours per day seven (7) days per week. Any medical examiner investigators providing services under this Agreement shall be employees or contractors of Contractor and a medical examiner investigator shall be on call twenty-four (24) hours per day seven (7) days per week. Contractor shall be responsible for the cost of such investigative services as are necessary under this Section.
- j. Examination Report: Contractor shall provide a complete, typewritten, final report within sixty (60) calendar days after receipt of clinical test results and any consultation, investigative reports or information reports necessary to close the case. The report must contain the following information:
- i. Name of individual tested, identifying information (such as age, sex, and other vital statistics), and applicable case number.
  - ii. Date external examination concluded or date and time of autopsy.
  - iii. Description of external examination of individual/records.
  - iv. When an autopsy was performed, a description of the internal examination, noting the weight and condition of specific organs and condition of internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnoses; description of any microscopic examination; summary of laboratory tests (with copies of test reports); intervals for mechanisms of death; diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by Contractor.

- v. Summary of relevant historical and scene information (when appropriate), results/findings from examinations performed, and determination of probable cause of death.
- vi. Any other information required by applicable state /federal laws or regulations.
- vii. Signature of forensic pathologist licensed to practice medicine in the State of Michigan. Board certified forensic pathologists will be made available for prosecutable cases.

k. Annual Report. Contractor shall provide to County an annual report detailing the work done by Contractor and the medical examiner's office.

l. Transportation: Contractor shall perform and provide all transportation associated with cases associated with the death at Contractor's expense. Contractors shall provide their own medical transportation vehicle or make appropriate agreements to sub-contract transportation as necessary to perform the Scope of Work in this Agreement.

m. Sudden Unexpected Infant Death Cases (SUID): Contractor shall perform procedures necessary to comply with MCL 52.205a or any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.

n. County Committee Meetings: Contractor shall attend and provide coordination for meetings associated with the Countywide Child Death Review and Domestic Violence Death Review committees and other related meetings that may be scheduled, unless unable to attend due to unforeseen illness, mandatory appearance requirements, or other emergency or urgent circumstances preventing attendance. County shall schedule no more than one such meeting per month through the Contractor's main office.

o. Business Meetings: Contractor shall attend meetings that are related to legal or public health functions. County shall schedule no more than one such meeting per month through the Contractor's main office.

p. Expert Witness: Contractor shall testify as an expert witness when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Contractor has conducted an examination ~~or when needed by the County Prosecutor.~~ The County will **not** be liable for any fees to Contractor associated with testimony and/or deposition services when Contractor is subpoenaed to do so at any legal proceeding by the Tuscola County Prosecutor.

q. Anatomical Gifts: Contractor shall cooperate and support the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the Gift of Life; consult with physicians or transplant personnel when a request for donor tissue is made in a case falling under the jurisdiction of the Medical Examiner.

r. Staff Training: Contractor shall provide education and training services for law enforcement, EMS, and/or other personnel as may be mutually agreed upon by Contractor and those agencies. Such services may include, but are not necessarily limited to, instructing personnel, particularly law enforcement,

EMS and/or investigators, regarding medical safety issues or information required by the pathologist for effective evaluation of Medical Examiner cases and for their personal safety.

s. Advice/Retention. Contractor shall maintain detailed records of all cases and coordinate with delivery of said data to the health department as requested. Contractor shall follow the State of Michigan's Department of Health and Human Services policy on record and specimen retention. Contractor will use MDILog as its medical examiner database.

t. Chain of Custody: Contractor shall maintain evidence chain of custody, as required by law enforcement and the courts, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.

u. Minimum Staffing: In order to adequately meet the County's forensic pathologist needs, Contractor shall maintain at least one forensic pathologist able to complete necessary autopsies and reviews within the time frames identified here.

v. Availability: Contractor shall be available during normal business hours and off hours to consult with representatives of law enforcement and the prosecutor regarding Medical Examiner activities.

w. Facility/Equipment: Contractor shall provide, equip, and maintain a facility in which autopsies and any other postmortem examinations are to be performed.

x. Operational Supplies: Contractor shall provide supplies and equipment necessary for conducting required examinations. This includes, but is not necessarily limited to, a microscope, protective supplies, (e.g., gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (e.g., syringes, scalpels, scissors, forceps, chisels, knives, saws, and photographic film); and cleaning supplies (e.g., soaps, detergents, and disinfectants).

y. Laboratory Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.

z. Histology Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.

aa. Prior Case Review. Contractor shall perform a review, written report, and/or expert testimony of cases where a pathologist not associated with Contractor performed the exam.

bb. Forensics Contractors: Contractor shall obtain and pay for Contractors in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be deemed necessary.

cc. Specimen/Tissue Storage: Contractor shall provide for the storage of specimens and tissue samples that Contractor considers necessary to retain as evidence or for further testing in accordance with the College of American Pathologists.

dd. Death Certificate and Cremation Permits. Contractor shall review death certificates and associated medical records to investigate cases and sign cremation permits. Contractor shall sign death

certificates for all medical examiner cases. Contractor will send bills to funeral homes for all cremation permits and maintain records of bills sent and payment received for all such cases.

ee. Other. Provide data to Health Department upon request at no cost.

ff. Responsibilities of County: County shall provide direct payment to additional pathologists and/or other personnel that may be required to handle any disaster situation, involving five (5) ~~ten~~ or more deaths occurring during a single incident, if Contractor is unable to provide said services.

## **Exhibit B Insurance Requirements**

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

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

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

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

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

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

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$3,000,000 General Aggregate; \$3,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits County requires, County shall be entitled to additional insured coverage for the higher limits maintained by Contractor.
- c. Coverage shall include the following: (A) contractual liability; (b) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of Explosion, Collapse, and Underground (XCU) Exclusions; and, if applicable (F) Per Contract Aggregate.
- d. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.

Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

*h. Required Evidence of Insurance:*

- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance.

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

a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.

b. Insurance shall cover all owned vehicles, all non-owned vehicles, and all hired vehicles. If Contractor currently owns no vehicles, Contractor agrees to obtain such insurance should any vehicles be acquired during the term of this Agreement or any extensions of the term.

*c. Required Evidence of Insurance: Certificate of Insurance.*

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

a. Minimum Limit: \$1,000,000 per claim or per occurrence.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this

Agreement.

- e. Required Evidence of Insurance: Certificate of Insurance.

## 5. Documentation

a. The Certificate of Insurance must include the following reference: Medical Examiner and Forensic Pathology Services.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

*Tuscola County, including all elected and appointed officials, employees, volunteers, boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. The coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing, or excess.*

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Contractor shall ensure that all insurance policies required under this Agreement contain an endorsement which states the following:

*It is expressly understood and agreed that the Contractor shall provide thirty (30) days advanced written notice of cancellation, non-renewal, reduction, and/or material change in any of the Contractor's insurance coverages to Tuscola County, 125 W. Lincoln St., Suite #500, Cro, MI 48723.*

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

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

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

**8. Proof of Insurance.** Contractor shall provide County at the time the executed contracts are returned to County by Contractor, two (2) copies of the Certificate of Insurance and/or Policies, acceptable to the County. If so requested by County, Contractor shall provide certified copies of all policies. Contractor shall provide County evidence that all subcontractors and employees of Contractor are included under the Contractor's policies.

If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to County at least ten (10) days prior to the insurance expiration date.

All certificate and proof of insurance shall be sent to Tuscola County, 125 W. Lincoln St., Suite #500, Caro, MI 48723.

## AGREEMENT FOR COMPREHENSIVE MEDICAL EXAMINER OFFICE SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2026 ("Effective Date"), is by and between the County of Tuscola, a political subdivision of the State of Michigan (hereinafter "County"), and the Michigan Forensics, PLLC, a Michigan professional limited liability company (hereinafter "Contractor"), authorized to operate in the State of Michigan.

### RECITALS

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

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

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

### AGREEMENT

#### 1. Scope of Services.

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

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

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

Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. If County notifies Contractor of its dissatisfaction with any assigned personnel performing work hereunder, County and Contractor shall meet within ten (10) days of such notice to discuss such dissatisfaction and Contractor shall have thirty (30) days after such meeting to attempt to remedy the situation. If after thirty (30) days the issue(s) is not remedied to County's sole satisfaction, County may unilaterally demand that Contractor remove such person or persons assigned by Contractor who were at issue, and Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement ("Key Personnel"). Contractor shall not remove, replace, substitute, or otherwise change any Key Personnel without the prior written consent of County. Consent for new or alternate Contractor personnel shall not be unreasonably withheld. With respect to performance under this Agreement, DANIEL J. SPITZ M.D., KEVIN R. GINNEBAUGH, M.D., and any other Deputy Medical Examiner assigned to County by Contractor are considered Key Personnel.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor and County shall be responsible for timely provision of adequately qualified replacements.

d. Contractor will employ medical examiner investigators, autopsy assistants, transport staff, clerical staff and any other personnel as needed to provide services necessary to operate the County Medical Examiner's Office.

e. Contractor will provide education and training to medical examiner investigators and autopsy assistants.

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

2. Payment. For all services required hereunder and as outlined in Exhibit A, and except as outlined herein, Contractor shall be paid Thirty-Three Thousand Seven Hundred Fifty Dollars

(\$33,750) per Contract Year (as defined below), regardless of the number of hours or length of time necessary for Contractor to complete the services (the “Yearly Fee”). The Yearly Fee shall be paid in twelve (12) equal installments. In addition to the Yearly Fee, Contractor shall be paid (A) Two Thousand Four Hundred Dollars (\$2,400) for each autopsy performed for County with such amount inclusive of the transportation of the decedent’s body (the “Autopsy Fee”); and (B) One Hundred Sixty-Five Dollars (\$165.00) for each scene investigation performed by Contractor for County (the “Scene Investigation Fee”). Contractor shall not be entitled to any additional payment for any services or expenses incurred in completion of the services, autopsies, or scene investigations. Contractor shall submit to County monthly invoices setting forth the work performed by Contractor for the month. The invoice shall include 1/12th of the Yearly Fee as well as an accurate listing of an Autopsy and Scene Investigation Fees. County shall pay Contractor’s invoice within 30-days after County’s receipt of the invoice so long as the invoice is both accurate and undisputed by the County. Contractor shall send all invoices to the County Controller/Administrator at 125 W. Lincoln St., Suite 500, Caro, Michigan 48723.

3. Term of Agreement. The term of this Agreement shall be from \_\_\_\_\_, 2026 to \_\_\_\_\_, 2027 (the “Contract Year”), unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right to terminate this Agreement by giving written notice of such termination, stating the effective date and presenting such notice of termination at least ninety (90) days in advance of such effective date.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should County or Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County or Contractor may immediately terminate this Agreement by giving the other party written notice of such termination, stating the reason for termination. Contractor may terminate this Agreement for non-payment of undisputed invoices overdue by more than 30 days.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 8.10 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any

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

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

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

8. Representations of Contractor.

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

8.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

8.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

8.4 Key Personnel. Contractor represents and warrants that Key Personnel is/are, and will remain during the pendency of this Agreement, licensed to practice medicine in the State of Michigan.

8.5 Autopsy Services. Contractor represents and warrants that all autopsies conducted pursuant to this Agreement will be performed by a physician duly licensed to practice medicine in the State of Michigan who is board certified or board eligible in the specialty of forensic pathology. Board certification is required for any autopsies performed on cases which are criminal or suspicious in nature or which are potentially prosecutable.

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

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

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

8.9 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this

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

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

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

9. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

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

TO COUNTY: Tuscola County  
Office of County Controller/Administrator  
125 W Lincoln Street, Suite 500  
Caro, Michigan 48723  
[mmiller@tuscolacounty.org](mailto:mmiller@tuscolacounty.org)

TO CONTRACTOR: Michigan Forensics, PLLC,  
387 Kercheval Ave.  
Grosse Pointe Farms, MI 48236  
Tel: 313-806-2002  
[danspitz@aol.com](mailto:danspitz@aol.com)

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

## 12. Miscellaneous Provisions.

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

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

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

12.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be

construed to create and the parties do not intend to create any rights in third parties.

12.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of Michigan, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in in the County of Tuscola. Any action which is brought or removed to federal court, shall be brought or heard in the Federal Judicial District of Michigan, Eastern District-Northern Division.

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

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

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

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

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

**MICHIGAN FORENSICS, PLLC**

**COUNTY OF TUSCOLA**

\_\_\_\_\_  
By: Daniel J. Spitz M.D.  
Its: Authorized Member

\_\_\_\_\_  
By: Kim Vaughan  
Its: Chairman, Board of Commissioners

Date: \_\_\_\_\_, 2026

Date: \_\_\_\_\_, 2026

## **Exhibit A Scope of Work**

1. Contractor's Responsibilities. During the term of this Agreement, Contractor shall provide the following services to County:

a. Case Evaluation: Contractor shall provide case evaluation services and shall consult with investigators, family members of decedents, and private medical doctors, and other authorized representatives, to assist the Medical Examiner determining whether specific cases require medical examiner investigation, pursuant to MCL § 52.202.

b. External Exam: Contractor shall perform external examinations of decedents, when an autopsy examination is not deemed necessary to provide probable cause of death. External examination may include viewing the body, examining medical records, medical history, and similar information. If such external examination reveals questions or issues that in the opinion of Contractor require an autopsy to be performed, Contractor shall have performed an autopsy.

c. Case Consultation: Contractor may perform case consultation services on an as needed basis, including medical record and laboratory results review, investigative report review, and case analysis, which may or may not involve external examinations upon formal request by law enforcement or the County Prosecutor. Ad hoc, informal opinions provided by Contractor to law enforcement or the Prosecutor shall not incur additional fees. In the event that a formal, extensive records or case review is required to determine cause of death, County and Contractor shall mutually agree upon the scope and estimate of cost of work prior to commencement of the review.

d. Autopsy: Contractor shall have autopsies performed when determined necessary by the Medical Examiner or his/her Deputy(ies). Contractor shall advise law enforcement on necessity of performing an autopsy versus an external examination in the context of industry best practices. Such autopsy services shall also include:

- i. Board Certified: Autopsies will be completed by Board Certified Forensic Pathologist (American Board of Pathology) on any cases that are criminal or suspicious in nature or potentially prosecutable.
- ii. Triage: Contractor shall participate in case triage discussions.
- iii. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of case. Such individuals or agency representatives must obtain authorization from the lead law enforcement investigator/agency and the Medical Examiner or Forensic Pathologist prior to viewing any autopsy.
- iv. Explanation of Procedures: Contractor shall explain autopsy procedures and respond to questions during the autopsy.

- v. Education: Contractor may provide education to autopsy attendees during such autopsies, provided it does not interfere with performance of work required; however, any fee, if applicable, for such training services shall be addressed exclusively by Contractor and the party requesting such services.
- vi. Autopsy examinations will be conducted in accordance with the National Association of Medical Examiners Forensic Autopsy Performance Standards.
- e. Laboratory Testing: Contractor shall order and pay for toxicological, bacteriological, serological, or similar testing studies from laboratories and professional consultants when reasonable or necessary to assist in determining cause and manner of death. Contractor shall use licensed and accredited forensic laboratories for such services.
- f. Additional Consultation Services. Contractor shall provide consultation services as needed including but not limited to, forensic dental support, anthropology, radiology, and neuropathology.
- g. Histology: Contractor shall cover histology testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- h. Transcription: Contractor shall provide any necessary transcription services.
- i. On Scene Examination: Contractor shall view the bodies of decedents at the scene of death and/or perform other investigative services (such as interviewing/examining witnesses) during and after normal working business hours and provide these services twenty-four (24) hours per day seven (7) days per week. Any medical examiner investigators providing services under this Agreement shall be employees or contractors of Contractor and a medical examiner investigator shall be on call twenty-four (24) hours per day seven (7) days per week. Contractor shall be responsible for the cost of such investigative services as are necessary under this Section.
- j. Examination Report: Contractor shall provide a complete, typewritten, final report within sixty (60) calendar days after receipt of clinical test results and any consultation, investigative reports or information reports necessary to close the case. The report must contain the following information:
  - i. Name of individual tested, identifying information (such as age, sex, and other vital statistics), and applicable case number.
  - ii. Date external examination concluded or date and time of autopsy.
  - iii. Description of external examination of individual/records.
  - iv. When an autopsy was performed, a description of the internal examination, noting the weight and condition of specific organs and condition of internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnoses; description of any microscopic examination; summary of laboratory tests (with copies of test reports); intervals for mechanisms of death; diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by Contractor.

- v. Summary of relevant historical and scene information (when appropriate), results/findings from examinations performed, and determination of probable cause of death.
- vi. Any other information required by applicable state /federal laws or regulations.
- vii. Signature of forensic pathologist licensed to practice medicine in the State of Michigan. Board certified forensic pathologists will be made available for prosecutable cases.

k. Annual Report. Contractor shall provide to County an annual report detailing the work done by Contractor and the medical examiner's office.

l. Transportation: Contractor shall perform and provide all transportation associated with cases associated with the death at Contractor's expense. Contractors shall provide their own medical transportation vehicle or make appropriate agreements to sub-contract transportation as necessary to perform the Scope of Work in this Agreement.

m. Sudden Unexpected Infant Death Cases (SUID): Contractor shall perform procedures necessary to comply with MCL 52.205a or any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.

n. County Committee Meetings: Contractor shall attend and provide coordination for meetings associated with the Countywide Child Death Review and Domestic Violence Death Review committees and other related meetings that may be scheduled, unless unable to attend due to unforeseen illness, mandatory appearance requirements, or other emergency or urgent circumstances preventing attendance. County shall schedule no more than one such meeting per month through the Contractor's main office.

o. Business Meetings: Contractor shall attend meetings that are related to legal or public health functions. County shall schedule no more than one such meeting per month through the Contractor's main office.

p. Expert Witness: Contractor shall testify as an expert witness when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Contractor has conducted an examination. The County will be liable for any fees to Contractor associated with testimony and/or deposition when Contractor is subpoenaed to do so at any legal proceeding by the Tuscola County Prosecutor.

q. Anatomical Gifts: Contractor shall cooperate and support the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the Gift of Life; consult with physicians or transplant personnel when a request for donor tissue is made in a case falling under the jurisdiction of the Medical Examiner.

r. Staff Training: Contractor shall provide education and training services for law enforcement, EMS, and/or other personnel as may be mutually agreed upon by Contractor and those agencies. Such services may include, but are not necessarily limited to, instructing personnel, particularly law enforcement,

EMS and/or investigators, regarding medical safety issues or information required by the pathologist for effective evaluation of Medical Examiner cases and for their personal safety.

s. Advice/Retention. Contractor shall maintain detailed records of all cases and coordinate with delivery of said data to the health department as requested. Contractor shall follow the State of Michigan's Department of Health and Human Services policy on record and specimen retention. Contractor will use MDILog as its medical examiner database.

t. Chain of Custody: Contractor shall maintain evidence chain of custody, as required by law enforcement and the courts, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.

u. Minimum Staffing: In order to adequately meet the County's forensic pathologist needs, Contractor shall maintain at least one forensic pathologist able to complete necessary autopsies and reviews within the time frames identified here.

v. Availability: Contractor shall be available during normal business hours and off hours to consult with representatives of law enforcement and the prosecutor regarding Medical Examiner activities.

w. Facility/Equipment: Contractor shall provide, equip, and maintain a facility in which autopsies and any other postmortem examinations are to be performed.

x. Operational Supplies: Contractor shall provide supplies and equipment necessary for conducting required examinations. This includes, but is not necessarily limited to, a microscope, protective supplies, (e.g., gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (e.g., syringes, scalpels, scissors, forceps, chisels, knives, saws, and photographic film); and cleaning supplies (e.g., soaps, detergents, and disinfectants).

y. Laboratory Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.

z. Histology Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.

aa. Prior Case Review. Contractor shall perform a review, written report, and/or expert testimony of cases where a pathologist not associated with Contractor performed the exam.

bb. Forensics Contractors: Contractor shall obtain and pay for Contractors in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be deemed necessary.

cc. Specimen/Tissue Storage: Contractor shall provide for the storage of specimens and tissue samples that Contractor considers necessary to retain as evidence or for further testing in accordance with the College of American Pathologists.

dd. Death Certificate and Cremation Permits. Contractor shall review death certificates and associated medical records to investigate cases and sign cremation permits. Contractor shall sign death

certificates for all medical examiner cases. Contractor will send bills to funeral homes for all cremation permits and maintain records of bills sent and payment received for all such cases.

ee. Other. Provide data to Health Department upon request at no cost.

ff. Responsibilities of County: County shall provide direct payment to additional pathologists and/or other personnel that may be required to handle any disaster situation, involving five (5) or more deaths occurring during a single incident, if Contractor is unable to provide said services.

## **Exhibit B Insurance Requirements**

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

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

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

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

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

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

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$3,000,000 General Aggregate; \$3,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits County requires, County shall be entitled to additional insured coverage for the higher limits maintained by Contractor.
- c. Coverage shall include the following: (A) contractual liability; (b) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of Explosion, Collapse, and Underground (XCU) Exclusions; and, if applicable (F) Per Contract Aggregate.
- d. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.

Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance.

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

a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.

b. Insurance shall cover all owned vehicles, all non-owned vehicles, and all hired vehicles. If Contractor currently owns no vehicles, Contractor agrees to obtain such insurance should any vehicles be acquired during the term of this Agreement or any extensions of the term.

c. *Required Evidence of Insurance:* Certificate of Insurance.

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

a. Minimum Limit: \$1,000,000 per claim or per occurrence.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this

Agreement.

- e. Required Evidence of Insurance: Certificate of Insurance.

## 5. Documentation

a. The Certificate of Insurance must include the following reference: Medical Examiner and Forensic Pathology Services.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

*Tuscola County, including all elected and appointed officials, employees, volunteers, boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. The coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing, or excess.*

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Contractor shall ensure that all insurance policies required under this Agreement contain an endorsement which states the following:

*It is expressly understood and agreed that the Contractor shall provide thirty (30) days advanced written notice of cancellation, non-renewal, reduction, and/or material change in any of the Contractor's insurance coverages to Tuscola County, 125 W. Lincoln St., Suite #500, Cro, MI 48723.*

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

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

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

**8. Proof of Insurance.** Contractor shall provide County at the time the executed contracts are returned to County by Contractor, two (2) copies of the Certificate of Insurance and/or Policies, acceptable to the County. If so requested by County, Contractor shall provide certified copies of all policies. Contractor shall provide County evidence that all subcontractors and employees of Contractor are included under the Contractor's policies.

If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to County at least ten (10) days prior to the insurance expiration date.

All certificate and proof of insurance shall be sent to Tuscola County, 125 W. Lincoln St., Suite #500, Caro, MI 48723.