

COURTS & PUBLIC SAFETY COMMITTEE
DRAFT - MEETING MINUTES
Monday, November 20, 2023 – 4:00 p.m.
Howard Male Conference Room/Zoom Room

Commissioners Present: John Kozlowski, Chair
Burt Francisco
Jesse Osmer
Bill Peterson

Others Present: Mary Catherine Hannah, County Administrator
Kim MacArthur, County Board Assistant
Sheriff Erik Smith
Fire Chief Rob Edmonds
Rachel Smolinski, City Manager
Alysse Susan, Central Dispatch
Andy Marceau, Alpena City Fire
Kim Elkie, EM/E911 Director
Al Rapson, Deputy EM/E911 Director
Janelle Mott, Juvenile Officer
Christie VanMassenhove, Attorney
Lynn bunting, County Board Assistant (zoom)
Steve Smigelski, Airport Manager (zoom)
Kim Ludlow, County Treasurer (zoom)

CALL MEETING TO ORDER

Chair John Kozlowski called the meeting to order at 4:00 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

MOTION TO ADOPT AGENDA

Moved by Commissioner Francisco and supported by Commissioner Osmer to adopt the agenda with the following change: 1) Move Rob Edmonds-Lifesaving Citations after the Child Care Fund Monthly Report. Motion carried.

INFORMATION ITEM: Juvenile Officer Janelle Mott presented October's Child Care Fund Monthly Reports to the Committee (attachment #1). Motion was made by Commissioner Osmer and supported by Commissioner Francisco to receive and file the Child Care Fund Monthly reports as presented. Motion carried.

INFORMATION ITEM: Alpena City Fire Chief Rob Edmonds presented a lifesaving citation to Alpena County 911 Central Dispatcher Alysse Susan for her role in a successful CPR save. Rory Sherwood and Adam Lumsden also received the lifesaving citation but were unavailable to attend the meeting. Keith Becker was working at Omni Metalcraft when coworkers noticed he was having a medical emergency. Alysse, Rory, and Adam played a huge role in the success of Mr. Becker's outcome. They were calm, professional, and reassuring to the coworkers in providing medical direction until EMS arrived. Mr. Becker and his family were present, and he expressed his gratitude to Alysse, and of the great training the dispatchers receive.

INFORMATION ITEM: Chief Edmonds presented an ambulance fund reimbursement request. Under the current ambulance service agreement between the County of Alpena and the City of Alpena there are provisions for reimbursements for drug box restocking fees and disposable supplies. Chief Edmonds reported the drug box restocking fee allows for up to \$10,000 and disposable supplies allows for up to \$22,000 in reimbursement annually. The City has incurred \$10,350 in drug box restocking fees and \$29,647.94 for disposable supplies currently for the 2023 calendar year. Chair Kozlowski noted per the contract the amount allowed in disposable supplies should be \$22,500 and asked to be provided with copies of the invoices. In the future Chair Kozlowski asked that copies of all invoices be attached for the Committee to review. Motion was made by Commissioner Kozlowski and supported by Commissioner Francisco to recommend approval of the drug box restocking fees reimbursement, to amend the amount for the disposable supply reimbursement, and to request copies of all invoices as presented. Motion carried.

ACTION ITEM #1: The Committee recommends approval of the reimbursement request from the City of Alpena in the amount of \$10,000 for drug box restocking fees and an additional \$22,500 for reimbursement of disposable EMS supplies (pending copies of all invoices) per the current Ambulance Service Agreement as presented.

INFORMATION ITEM: Emergency Management and E/911 Services Director Kim Elkie thanked Chief Edmonds for recognizing the dispatchers and gave the Committee her monthly report:

Kim reported they participated in Trunk or Treat and handed out fliers to the parents about teaching kids how to use 911.

Through the LEPC (Local Emergency Planning Committee) they are receiving just shy of \$2,800 from the state for Hazardous Material Emergency Preparedness Grant reimbursement for the 3 offsite response plans that were processed as well as a reimbursement for Deputy Director Al Rapson's time in preparing these plans.

The EOC (Emergency Operations Center) is receiving an 86" touchscreen TV from Region 7 Homeland Security which will be replacing the current TV. The current TV will be moved out to the backup EOC located at the Sheriff's Office.

Kim updated the Committee on trainings and webinars that she and the Deputy Director have attended and reported that this week the sirens are receiving their annual maintenance.

Discussion was made on the old and new towers and Kim reported she has had great feedback on the new tower's service.

INFORMATION ITEM: County Administrator Mary Catherine Hannah presented an updated Ambulance Fund Policy for review and approval. Recommendation was made to include into the policy a request for the City to provide copies of the invoices for reimbursement and to include the reimbursement requests be brought to the Courts & Public Safety Committee twice per year for review and approval. Administrator Hannah will make the necessary changes and bring back for Committee review.

INFORMATION ITEM: Administrator Hannah presented the City Ambulance Contract for discussion. The existing 4-year ambulance contract expires at the end of 2024. The current contract calls for the replacement of 2 ambulances during that period. Discussion was made to start purchasing

an ambulance every 3 years instead of every 2 years, in which the contract would change from 4 years to 6 years. City Manager Rachel Smolinski reported the current subsidy amount per contract of \$940,000 is not enough to run services. Discussion was made on amending the current contract and potentially securing an ambulance now so they will have today's pricing instead of 2025/2026 pricing. Motion was made by Commissioner Peterson and supported by Commissioner Osmer to approve the County Administrator to work with the City Manager and Fire Chief to draft an amendment to the current contract which would include no required purchase of an ambulance in 2024 and bring back for Committee review and approval as presented. A contract beginning in 2025 will be drafted and brought back to a future Courts & Public Safety Committee meeting. Motion carried.

INFORMATION ITEM: Administrator Hannah presented the Ambulance Millage ballot language for approval (attachment #2). Motion was made by Commissioner Francisco and supported by Commissioner Osmer to recommend approval of the 2024 Ambulance Millage ballot language as presented. Motion carried.

ACTION ITEM: #2: The Committee recommends approval of the 2024 Ambulance Millage ballot language as presented.

INFORMATION ITEM: Administrator Hannah presented the Ambulance Millage for renewal. The renewal would be changed from 4 years to 6 years at the current 1.5 mills and would be placed on the May 2024 ballot. Motion was made by Commissioner Peterson and supported by Commissioner Francisco to recommend approval of the Ambulance Millage renewal request as presented. Motion carried.

ACTION ITEM #3: The Committee recommends approval to renew the Ambulance Millage for 6 years at 1.5 mills to be placed on the May 2024 ballot as presented.

INFORMATION ITEM: Administrator Hannah presented a contract from Mid-Michigan Medical Examiner Group for review and approval (attachment #3). The only change is the location to which Alpena sends autopsies. Motion was made by Commissioner Osmer and supported by Commissioner Francisco to recommend approval of the new contract as presented. Motion carried.

ACTION ITEM #4: The Committee recommends approval of the contract from Mid-Michigan Medical Examiner changing the location to which Alpena sends autopsies as presented.

INFORMATION ITEM: Chair Kozlowski presented discussion on the replacement of the Sheriff's Office current 800MHz radios. Administrator Hannah reported during this morning's Budget Workshop discussion was made which reduced the amount going into the 631 Equipment and Replacement Fund from \$200,000 to \$100,000 for radios. The Sheriff could purchase a portion of the radios. The final 2024 budget has not yet passed.

INFORMATION ITEM: Chair Kozlowski presented the Ambulance Fund Monthly Report to receive and file. Motion was made by Commissioner Francisco and supported by Commissioner Osmer to receive and file the monthly Ambulance Fund Report as presented. Motion carried.

INFORMATION ITEM: Chair Kozlowski presented the Medical Examiners Monthly Reports to receive and file. Motion was made by Commissioner Francisco and supported by Commissioner Osmer to receive and file the Medical Examiners Monthly Reports as presented. Motion carried.

INFORMATION ITEM: Chair Kozlowski presented the Veterans Affairs Monthly Report to receive and file. Motion was made by Commissioner Francisco and supported by Commissioner Osmer to receive and file the Veterans Affairs Monthly Report as presented. Motion carried.

OTHER DISCUSSION: Chair Kozlowski presented discussion on the attorney contract and asked Attorney Christie VanMassenhove to come up and address the Committee. Christie introduced herself as one of the contracted attorneys that represents children and their best interest in court. Christie reported the current contracted attorneys had a Teams meeting with the County Administrator and all expressed interest in continuing the contract. Christie expressed her concerns for more transparency and better communication between the County and the contracted attorneys. Administrator Hannah recommended drafting separate contracts for each attorney rather than one contract for all. After the attorneys approve their versions of the contracts Administrator Hannah will bring the contracts back to the Finance, Ways & Means Committee Meeting in December.

***Next Meeting: Monday, December 18, 2023 at 4:00 p.m. in the Howard Male Conference Room/Zoom Room**

ADJOURNMENT

Motion was made by Commissioner Peterson and supported by Commissioner Osmer to adjourn. The meeting adjourned at 5:45 p.m.

John Kozlowski, Chair

kvm

October, 2023 Child Care Fund Monthly Report

Cash Balance:	\$82,571.55
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Revenue:	
General Fund Allocation:	\$27,981.68
Basic Grant:	\$0.00
State Reimbursement:	\$22,600.67
Blending Funding:	\$30,000.00
Interest:	\$75.61
Other Revenue:	\$5,229.62
TOTAL REVENUE:	\$85,887.58

Expenditures:	
Foster Care:	\$0.00
Institutional Care:	\$14,476.30
Intensive Probation:	\$87,743.20
Basic Grant:	\$8,016.02
Other Expenditures:	\$0.00
TOTAL EXPENDITURES:	\$110,235.52

Blended Funding:

Cash Balance:	\$58,218.56
Savings Balance:	\$15,913.69

2024 Ballot

**AMBULANCE AND EMERGENCY SERVICES SYSTEM
MILLAGE PROPOSITION**

Shall the Alpena County Board of Commissioners be authorized to levy a tax not to exceed 1.5 mills (\$1.50 per \$1,000.00 of state taxable value) on the taxable value of real and tangible personal property in the County. If authorized, such tax would be for a period of six (6) years, beginning with the levy made on December 1, 2024 for the purpose of funding ambulance and emergency services countywide. (Such tax would generate \$1,668,814 in the first year). The authority for this request is in Section 6, Article IX of the Michigan Constitution.

Yes

No

AGREEMENT BETWEEN
ALPENA COUNTY (“County”) and MID MICHIGAN MEDICAL EXAMINER GROUP (“MMMEG”)
AND
SPECTRUM HEALTH HOSPITALS
 (hereinafter referred to as “Corewell”)
FOR
MEDICAL EXAMINER FACILITY USE

The County desires to contract with Corewell for Corewell to provide facilities and related services in support of professional autopsy services delivered separately to County by Michigan Pathology Specialists, PC. Corewell is willing and able to provide the desired facilities and related services to the County, pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the parties hereby agree as follows:

I. Responsibilities of County.

- A. Prior to the utilization of Corewell’s facilities in support of autopsy services, the County/MMMEG must first contact Corewell’s laboratory at (616) 774-7499 and obtain the prior approval of Michigan Pathology Specialists, PC (“PC”) to perform such professional autopsy services.
- B. If approved, the County/MMMEG (not Corewell), shall be responsible for the transportation of the body to Corewell’s facility and to arrange for timely pick-up of the body after the autopsy services have been performed and the body released. The body shall not be stored at Corewell’s facilities longer than three (3) days following the performance of the autopsy services. All costs associated with such transportation shall be the sole responsibility of the County and are not included in the Technical Services Fee (as defined in Section IV(A) below).

II. Scope of Services. Corewell agrees, during the term of this Agreement, to provide the following:

- A. Facilities to support MMMEG, on behalf of the County, that include, but are not limited to:
 - 1. Morgue and related space to perform autopsies;
 - 2. Laboratory space and laboratory technical support to conduct pathology testing; and
 - 3. Storage for cadavers and space to retain records, tissues, and related materials.
- B. Administrative support that may include, but is not limited to, general office services (e.g., taking telephone calls and messages, sending email communications, etc.).
- C. Facility support services that include, but are not limited to:
 - 1. Hospital accreditation of its facilities;
 - 2. Compliance with all applicable laws and regulations;
 - 3. Facility and environmental management operations, as applicable; and,
 - 4. Credentialing of Corewell personnel, as appropriate.

With respect to Corewell employees engaged in providing the above-described services, the parties agree that all such employees shall be subject to the reasonable direction of the County. To the extent applicable, Corewell employees may be considered agents or representatives of the County. For instance, when communicating with the County and outside parties regarding autopsies performed at

Corewell pursuant to this Agreement, Corewell employees engaged in the above-described services shall be considered to make such communications for and on behalf of the County, not Corewell. Notwithstanding the foregoing, all Corewell employees shall remain bona fide employees of Corewell, and Corewell shall be solely responsible for all employment decisions regarding Employees, including, but not limited to, hiring, compensation, performance evaluation and termination.

III. **Liability Insurance.**

A. Corewell shall maintain the following types and minimum amounts of insurance coverage:

1. Worker's Compensation and Employer's Liability – Statutory coverage or proof of approval as a self-insurer by the State of Michigan. Minimum limits:
Worker's Compensation – statutory
Employer's Liability - \$1,000,000 each accident/\$100,000 disease – each employee/\$500,000 disease – Policy Limit
2. Commercial General Liability – Minimum limits:
\$1,000,000 per occurrence/\$2,000,000 general aggregate
3. Professional Liability – Covering acts, errors, or omissions of a professional nature committed or alleged to have been committed by Corewell. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by Corewell. Minimum limits:
\$1,000,000 per occurrence/\$1,000,000 annual aggregate

Upon request, Corewell shall provide County with a complete copy of the policies for the above coverage.

B. County and MMMEG shall maintain the following types and minimum amounts of insurance coverage:

1. Worker's Compensation – Statutory coverage or proof of approval as a self-insurer by the State of Michigan. Minimum limits:
Worker's Compensation – statutory
2. Commercial General Liability – Minimum limits:
\$1,000,000 per occurrence/\$2,000,000 annual aggregate

Upon request, County and MMMEG shall provide Corewell with a complete copy of the policies for the above coverage.

C. Corewell agrees to indemnify and hold harmless County and MMMEG and their respective officers, agents and employees from and against any and all claims, costs, actions, causes of action, losses or expenses (including reasonable attorney fees) to the extent resulting from or caused by the negligent acts or omissions of Corewell employees rendering services on its behalf pursuant to this Agreement.

The County and MMMEG each agree to indemnify and hold harmless Corewell and its officers, agents and employees from and against any and all claims, costs, actions, causes of action, losses or expenses (including reasonable attorney fees) arising out of the negligent acts or omissions of County and/or MMMEG, respectively, and their respective officers, agents and employees providing services pursuant to this Agreement.

IV. **Payment Terms**

- A. County agrees to pay Corewell fees for all services provided by Corewell under this Agreement, in accordance with the fee schedule attached hereto as **Exhibit A**, for each autopsy ordered by County and/or MMMEG on behalf of County.
- B. Corewell shall provide an invoice to the County for all services rendered. Payments shall be made by the County within thirty (30) days of its receipt of Corewell's invoice and postmortem report.

V. **Term and Termination**

This Agreement shall commence on the date of full execution hereof ("**Effective Date**") and shall continue in effect for a term of two (2) years.

Notwithstanding the foregoing, this Agreement may be terminated:

- (a) At any time, by mutual written agreement of the parties, or
- (b) By either Corewell or County, at any time, upon sixty (60) days prior written notice to the other party, with or without cause.

VI. **HIPAA Compliance**

In conjunction with each party's obligations under this Agreement, each party hereby agrees to comply in all material respects with the health information privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated thereunder ("**HIPAA**"), as well as all policies, procedures and practices of the other party relating to privacy, confidentiality and security of health information, to the extent not in conflict with the party's own written policies or procedures. County/MMMEG agrees that it shall not request Corewell or any employee or contractor thereof to conduct services or fulfill duties or responsibilities in a manner that would constitute a violation of HIPAA or any other law or regulation to which Corewell is or may be subject regarding privacy or information security.

VII. **Corporate Compliance**

Corewell has in place a Code of Excellence ("**Code**"), the goal of which is to ensure that all applicable federal, state, and local laws and regulations are followed, and all government and non-government payer requirements are satisfied. The Code includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. Through the implementation of this Agreement, each party acknowledges the commitment to legal and payer Agreement compliance and agrees to conduct all transactions which occur pursuant to this Agreement in accordance with all applicable federal, state and local laws and regulations and all government and non-government payer requirements. Any material violations of applicable law or payer requirements will be considered a breach of this Agreement. In addition, pursuant to the federal Deficit Reduction Act of 2005, Corewell is required to provide contractors with information about the federal and state laws regarding false claims, Medicare Parts C and D compliance, penalties and whistleblower rights and protections under such laws. Corewell has also implemented a policy to detect, address and prevent issues of fraud, waste and abuse. This policy, the Code, and information regarding Corewell's Compliance Program or other applicable payer requirements shall be accessed by County on Corewell's online supplier portal at <http://www.corewellhealth.org/for-suppliers>, or Corewell will provide a hard copy or additional access to such materials upon written request from County. By signing this Agreement, County/MMMEG represents and warrants that neither it nor any of its officers, directors, and owners with 5% or more ownership or controlling interest, nor any of its employees or contractors directly involved in the provision of Services, are, or have been, excluded from participation in any federally and/or state funded health care programs, including but not limited to Medicare, Medicaid, and TRICARE.

- J. Corewell is operating under this Agreement in the capacity of an independent contractor of County and nothing contained herein shall be interpreted or construed as creating any relationship of employment, partnership, joint venture or agency with County/MMMEG.
- K. In compliance with Title VI of the Civil Rights Act of 1964 and the Regulations of the U.S. Department of Health and Human Services issued thereunder, and Section 504 of the Rehabilitation Act of 1973, and the Rules of the Michigan Civil Rights Commission, the parties agree that in carrying out the services described herein, no person should be excluded from participation, denied any benefits, or subjected to discrimination on the basis of race, creed, age, color, national origin or ancestry, religion, sex, marital status (except where a bona fide occupational qualification exists). This policy of non-discrimination shall also apply to otherwise qualified handicapped individuals.

Special Certification of Signatures

The individuals or officers signing this Agreement certify by their signatures that they are authorized to sign this Agreement on behalf of the responsible agencies.

SPECTRUM HEALTH HOSPITALS

By: _____
 Printed: _____
 Title: _____
 Date: _____

ALPENA COUNTY

By: _____
 Printed: _____
 Title: _____
 Date: _____

MID MICHIGAN MEDICAL EXAMINER GROUP

By: *Lisa Kaspriak*
 Printed: Lisa Kaspriak
 Title: Administrator
 Date: 9/13/23

EXHIBIT A FEE SCHEDULE



Corewell Health West Laboratory - Fee Schedule A (Medical Examiner) - Confidential
Please be aware that multiple CPT CDM combinations may apply to one test

Test	CPT	CDM	Charge	Price
Forensic Autopsy Complete - Technical Portion	0	3100000001	HC AUTOPSY COMPLETE	\$1,023.00
Forensic Autopsy Partial - Technical Portion	0	3100000003	HC AUTOPSY PARTIAL	\$1,023.00
ME Drug Screen Comprehensive (Blood, Gastric Fluid, Tissue, or Urine) \$168/ea.	80307	3018030704	HC DRUG SCR ACID GC	\$75.00
	80307	3018030705	HC DRUG SCR ALKALINE GC	\$75.00
	80320	3018032008	HC VOLATILE SCREEN	\$18.00
Alprazolam	80346	3018034601	HC ALPRAZOLAM LEVEL	\$18.00
Amphetamines Level	80324	3018032401	HC AMPHETAMINES CONFIRMATION	\$12.00
Stain - AP	88312	3108831201	HC SPECIAL STAIN GROUP I	\$48.00
Blood Culture	87040	3068704001	HC CULTURE BLOOD	\$11.00
Cannabinoids, Urine	80349	3018034901	HC CANNABINOIDS CONFIRMATION	\$12.00
Carbamazepine	80156	3018015601	HC CARBAMAZEPINE TOTAL	\$12.00
Citalopram	80332	3018033201	HC CITALOPRAM LEVEL	\$18.00
Cocaine w/ Metabolites	80353	3018035303	HC COCAINE METABOLITES LEVEL	\$18.00
Codeine/Morphine	80361	3018036101	HC CODEINE MORPHINE LEVEL	\$24.00
Culture CSF	87070	3068707002	HC CULTURE CSF	\$12.00
Diazepam	80346	3018034605	HC DIAZEPAM LEVEL	\$18.00
Ethanol, Vitreous Humor	80320	3018032004	HC ETHANOL VITREOUS HUMOR	\$12.00
Fentanyl (Blood, Urine or Vitreous Humor)	80354	3018035402	HC FENTANYL CONFIRMATION	\$12.00
Gabapentin	80171	3008017101	HC GABAPENTIN LEVEL	\$12.00
Gram Stain	87205	3068720501	HC GRAM STAIN	\$6.00
Hepatitis B Surface Antigen	87340	3068734001	HC HEP B SURF ANTIGEN	\$12.00
Hepatitis C Antibody Screening	86803	3028680302	HC HEPATITIS C AB SCR	\$12.00
Stain - Histochemical	88314	3108831401	HC HISTOCHEMICAL STAIN	\$149.00
HIV 1 P24 Antigen	87899	3028789902	HC HIV1 P24 AG	\$6.00
HIV 1 / 2 Antibody Antigen Screening	87389	3028738902	HC HIV-1 AG W/HIV-1 & HIV-2 AB SCREEN	\$36.00
Stain - IHC Additional	88341	3108834101	HC IMMUNOCHEMICAL AB STAIN ADDTL	\$36.00
Stain - IHC Initial	88342	3108834202	HC IMMUNOCHEMICAL AB STAIN INITIAL	\$36.00
Lithium	80178	3018017801	HC LITHIUM LEVEL	\$6.00
Opiates Level or Opiates Vitreous Humor or Opiates Urine \$36/ea.	80356	3018035601	HC 6MAM EXPANDED CONF	\$12.00
	80361	3018036104	HC OPIATES EXPANDED CONF	\$12.00
	80365	3018036502	HC OXYCODONE EXPANDED CONF	\$12.00
Phenobarbital	80184	3018018401	HC PHENOBARBITAL LEVEL	\$20.00
Respiratory Pathogens by Film Array	0202u	3000202U01	HC RESPIR NFCT DS BCT/VIR 22 TRGT SARS2	\$705.00
Rotavirus	87425	3068742501	HC ROTAVIRUS	\$18.00
Culture Tissue	87070	3068707003	HC CULTURE TISSUE	\$12.00
Culture Tissue with Gram Stain \$24	87176	3068717601	HC TISSUE HOMOGENIZATION FOR CULTURE	\$12.00
Culture Tissue with Gram Stain \$24	87070	3068707003	HC CULTURE TISSUE	\$12.00
Tissue Pathology	88313	3108831303	HC SPECIAL STAIN GROUP II	\$48.00

* Testing is not performed by Corewell Health Laboratory and pricing is subject to change without notice.
Non-SH Lab Testing is a pass through charge from the performing department/lab - prices vary across labs

Radiology - Infant Bone Survey*	77076	3207707601	HC XRAY BONE SURVEY INFANT	\$236.85
Radiology - Autopsy per site*	0	3200000001	HC AUTOPSY ME RAD	\$74.84
Post Mortem Electrolytes and Glucose Panel, Vitreous Fluid (Send Out)*	82945	3018294504	HC 1919FL POST MORTEM LYTES, GLUCOSE PANEL NMS	\$89.00