



Little River Band of Ottawa Indians
1762 U.S. 31 South
Manistee, MI 49660
(231) 723-8288

APPROVED
4-24-00

TRIBAL COUNCIL MEETING MINUTES
EMERGENCY MEETING
Wednesday, March 29, 2000

I. PRAYER

Silent Prayer time was given

* Joan Spalding mentioned that due to the Emergency Meeting qualifications as outlined in the Constitution, only those matters which are necessary for the preservation or protection of the health, welfare, peace, safety or property of the Tribe may be addressed. Only two items would be addressed at the meeting, which are considered protection of the health of the Tribal Members.

II. GENERAL BUSINESS

A. CALL TO ORDER: 2:18 P.M. – Joan Spalding, Speaker

B. ROLL CALL: Carol Bennett, Kathy Berentsen, Charles Fisher, Lisa McCatty, Elaine Porter, Joan Spalding, Janine Szpliet, Connie Waitner. (Don Koon absent)

III. NEW BUSINESS

A. CONTRACT APPROVAL WITH DR. J. KITTLE.

* ***Motion: Janine Szpliet – “For a brief recess so that we can have copies of the changes made by Charles Fisher.”***

* ***Support: Elaine Porter***

<i>Roll Call:</i>	<i>K. Berentsen – Yes</i>	<i>C. Fisher – Yes</i>
	<i>L. McCatty – Yes</i>	<i>E. Porter – Yes</i>
	<i>J. Spalding – Yes</i>	<i>J. Szpliet – Yes</i>
	<i>C. Waitner – Yes</i>	<i>C. Bennett – Yes</i>
	<i>D. Koon – Absent</i>	

Motion passes: 8 for, 0 opposed, 0 abstain and 1absent.

* **Joan Spalding, Speaker called the meeting back to order.**

- * Charles Fisher mentioned that the contract he provided was discussed with Dr. Kittle and Bill Brooks and there were no substantial changes. The Tribe would be providing \$2,500 more a year than the former contract. Services would be split between Dr. Kittle and Dr. Schmoke. In addition, Dr. Kittle has agreed to act as the Medical Director of the Clinic.
- * Joan Spalding asked about employment on a part-time basis, as to whether that was referencing an employee of the Tribe.
- * Bill Brooks mentioned that the reason it was to ensure that it's the mechanism that Indian Health Service recognizes, to ensure that the position is covered under the Federal Tort Claims Act.
- * Joan Spalding asked question regarding Section 4(b), where it is indicated that Dr. Kittle would be the Medical Director, the description is the same as is under Dr. Schmoke's contract. Joan felt that the contracts were misleading because both doctors would be doing the same administrative functions.
- * Charles Fisher responded by saying that neither of the doctors pointed that out, both are willing to cooperate with each other, but he would specifically discuss that issue with them.
- * Janine Szpriet stated that when a Physician acts as a Medical Director, for example, West Shore Hospital has several different types of Medical Directors, those Physicians act as medical management oversight. Any new policies that are generated in a department require the signature of the respective Medical Director for that department to become valid. That person provides clinical direction, and if a policy is going to be developed or a new practice is going to be implemented, the Medical Director has to review the feasibility of adding that procedure to that department. Janine stated that she thought that the Tribe needed to look at the requirements of the accrediting body the Tribe will be utilizing, some of them require that you have a Medical Director on staff. The Medical Director would actually sign off on policies at the Clinic.
- * Joan Spalding said that the contract states that the Provider shall only offer or perform those services to patients that are permitted by his license.
- * Joan Spalding mentioned that the Tribe needs to have a copy of Dr. Kittle's Medical License on file.
- * Janine Szpriet mentioned that she would like to add, by his licensure and/or training.
- * Connie Waitner asked whether Dr. Kittle assisted with the policies and procedures, signing off and making recommendations.
- * Charles Fisher mentioned that that provision was not in the original contract with Dr. Kittle.

- * Joan Spalding asked about the provision in Section 4(c)1, where it says that the Provider shall be responsible for supervising and reviewing the performance of The family nurse practitioner, she mentioned that it was also outlined in Dr. Schmoke's contract.
- * Bill Brooks responded by saying that the provision was required due to the fact that work conducted by a nurse practitioner must be reviewed by a licensed Physician.
- * Janine Szpliet recommended revising 4(c)1, to read, "supervising and reviewing the clinical performance of the family nurse practitioners and/or other nurses in the delivery of patient care that may be employed by the Clinic from time to time".
- * Joan Spalding asked questions relating to 4(f), and that Dr. Schmoke's contract had the same paragraph. Is the intent that the Tribe would only have one nurse alternating with both doctors.
- * Charles Fisher responded by saying that the on-call issue has been a subject of discussion, Dr. Kittle and Dr. Schmoke seem to be in agreement that the matter could be renegotiated with the addition of a mid level practitioner. It was mentioned that there is a descendant who will be available sometime in July, who he is anticipating bringing up from his school in Kansas.
- * Joan Spalding asked about Section 5(c), where it states that the doctors shall use West Shore Hospital. Joan was wondering if there was some reason why that needed to be in there.
- * Charles Fisher thought that West Shore was the only hospital that Dr. Kittle has admitting privileges at, he was not sure whether that was the case with Dr. Schmoke.
- * Joan Spalding asked whether the Council was in agreement that West Shore was the Tribe's hospital of choice, because in her opinion that is what the provision is saying.
- * Janine Szpliet recommended changing the language to read "shall use the medical facility, in which the practitioner holds medical admitting privileges for" those patients who require hospitalization and/or hospital services" and delete "West Shore Hospital or other readily accessible hospitals".
- * Joan Spalding raised questions under Section 8, regarding vacation time and why is there vacation time in a contract for a part-time employee.
- * Bill Brooks responded by saying that because the Provider is being paid an annual salary for part-time work, it is an acknowledgment that the Provider is required to give advance notice prior to specific vacation time and shall arrange for coverage during that vacation.
- * Kathy Berentsen mentioned that her opinion is that it should be the Tribe who determines who the Substitute Provider is going to be.

- * Bill Brooks responded by saying that the Tribe could add something stating that Substitute Provider acceptable to the Tribe.
- * Janine Szpriet mentioned that under Section 9, Termination, she would like to see added, if they lose or have their license suspended, or if they lose or cease to have admitting or attending privileges, they should have to notify the Tribe. They should be required to provide immediate notice.
- * Joan Spalding mentioned that there is a clause under Termination that covers her concerns. Joan said that she did not object to the proposed addition by Janine.
- * **Motion: Lisa McCatty – “To amend all wording within this contract where it addresses the Clinic, to be changed to the Little River Health Center, which is the name that was given to it officially in January 1999”**
- * **Support: Kathy Berentsen**
- * Joan Spalding asked if Lisa could be more specific.
- * Lisa McCatty responded by saying that at the beginning, first page – A, “The Tribe owns and maintains a certain healthcare clinic at 310 Ninth Street, Manistee, MI (the “Clinic”). She would like to change to the Little River Health Center and throughout the document every place where it says Clinic, to have that changed to the Little River Health Center.
- * Joan Spalding asked where specifically should it be in that sentence.
- * Lisa McCatty responded saying, where it says “Clinic”, she wants it to say “Little River Health Center”.
- * **Motion: Charles Fisher – “To amend the motion, that not all references to Clinic be changed, that they be combined and made clearer in the first paragraph that references to the Clinic are referring to the Little River Health Center”**
- * Joan Spalding asked Chuck to repeat the motion to amend.
- * Charles Fisher said he proposed that the document be reviewed and edited with references to the Little River Health Center inserted appropriately.
- * **Support: Kathy Berentsen**
- * Lisa McCatty asked what’s appropriate.
- * Joan Spalding mentioned to Lisa that the matter is quite common in legal documents to state the name once and then you give what it’s going to be known as throughout the rest of the document so it doesn’t have to be repeated over and over in the document.

* Joan Spalding mentioned that there was a motion on the floor to vote on, it was asked that the motion to amend be repeated.

* **Motion to amend:** “To change the references in the document to the “Clinic”, to the “Little River Health Center” as appropriate”

Roll Call: L. McCatty – No E. Porter – No
J. Spalding – No J. Szpliet – No
C. Waitner – No C. Bennett – No
K. Berentsen – No C. Fisher – No
D. Koon – Absent

Motion fails: 0 for, 8 opposed, 0 abstain and 1absent.

* **Vote on original Motion:** “To change all references to the Clinic in the document to the Little River Health Center”

Roll Call: C. Fisher – No L. McCatty – Yes
E. Porter – Yes J. Spalding – No
J. Szpliet – No C. Waitner – No
C. Bennett – Yes K. Berentsen – Yes
D. Koon – Absent

Motion fails: 4 for, 4 opposed, 0 abstain and 1absent.

* **Motion:** Janine Szpliet – “On Page 1 – Background, letter A, The Tribe owns and maintains a certain healthcare clinic known as the Little River Health Center at 310 Ninth Street, Manistee, MI (herein referred to as the Clinic)”

* **Support:** Elaine Porter

Roll Call: L. McCatty – Yes E. Porter – Yes
J. Spalding – Yes J. Szpliet – Yes
C. Waitner – Yes C. Bennett – Yes
K. Berentsen – Yes C. Fisher – Yes
D. Koon – Absent

Motion passes: 8 for, 0 opposed, 0 abstain and 1absent.

* **Motion:** Carol Bennett – “That we accept it (Dr. Kittle’s contract) as amended”

* **Support:** Janine Szpliet

Roll Call: E. Porter – Yes J. Spalding – Yes
J. Szpliet – Yes C. Waitner – Yes
C. Bennett – Yes K. Berentsen – Yes
C. Fisher – Yes L. McCatty – No
D. Koon – Absent

Motion passes: 7 for, 1 opposed, 0 abstain and 1absent.

*** Motion: Janine Szpliet – “The Tribal Council hereby authorize the Tribal Ogema, or in his absence, the Tribal Council Speaker, to execute the Personal Services Agreement with Dr. Jeffrey Kittle as amended”**

*** Support: Connie Waitner**

Roll Call:	J. Spalding – Yes	J. Szpliet – Yes
	C. Waitner – Yes	C. Bennett – Yes
	K. Berentsen – Yes	C. Fisher – Yes
	L. McCatty – Yes	E. Porter – Yes
	D. Koon – Absent	

Motion passes: 8 for, 0 opposed, 0 abstain and 1absent.

B. CONTRACT APPROVAL WITH DR. SCHMOKE.

*** Motion: Janine Szpliet – “That any action on Dr. Schmoke’s contract be postponed until the April 8 meeting”**

*** Support: Elaine Porter**

Roll Call:	J. Szpliet – Yes	C. Waitner – Yes
	C. Bennett – Yes	K. Berentsen – Yes
	C. Fisher – Yes	L. McCatty – Absent
	E. Porter – Yes	J. Spalding – Yes
	D. Koon – Absent	

Motion passes: 7 for, 0 opposed, 0 abstain and 2 absent.

IV. CONCLUDING BUSINESS & ADJOURNMENT

A. MEETING DATE

Worksession: Thursday, March 30, 2000 at 10:00 a.m. (US v MI)
Regular Session: Saturday, April 8, 2000 at 1:00 p.m.

*** Joan Spalding mentioned that the US v MI Worksession is a Closed due to the fact it is for negotiations on litigation.**

B. ADJOURNMENT

*** Motion: Janine Szpliet – “Move to Adjourn”**

*** Support: Elaine Porter**

Roll Call:

C. Waitner – Yes	C. Bennett – Yes
K. Berentsen – Yes	C. Fisher – Yes
L. McCatty – Absent	E. Porter – Yes
J. Spalding – Yes	J. Szpliet – Yes
D. Koon – Absent	

Motion passes: 7 for, 0 opposed, 0 abstain and 2 absent.