COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS'
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, December 4, 2018
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners' Room, 9:30 a.m.

NOTE: Claims will be available for review from 9:00 – 9:30 a.m.

1. Meeting Called to Order by Chairperson.
2. Additions or Deletions to the Agenda – Approval of the Agenda.
4. Employee/Board Comments.
5. Consider Approval of the Minutes of November 6, 2018, and November 20, 2018.
6. Consider Payment of Claims.
7. Old Business:
   A. Discuss Items – Susan Vander Pol:
      2. Indigent Defense Budget.
   B. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.
8. New Business:
   B. Discuss MSHN-SUDOPB Intergovernmental Agreement – Larry Emig.
   C. Discuss Items – Susan Vander Pol:
      3. C.O.A. In-Home Services over Holidays.
9. Other Business:
10. Employee/Board Comments.
11. Extended Public Comments (Six Minute Limit).

Note: A quorum of the Board of Commissioners may be present at the Committee meetings.
OSCEOLA COUNTY
COMMITTEE OF THE WHOLE
MINUTES
November 6, 2018

The Committee meeting was called to order at 9:38 a.m. by Chairman Emig.

Present: Commissioners Jack Nehmer, Jill Halladay, Roger Elkins, Alan Tiedt, Pam Wayne, Larry Emig and Mark Gregory.

Also present: Susan Vander Pol-County Coordinator, David Belden-Drain Commissioner, Dan Massy- and Therese Bechler-Chief Deputy Clerk.

Motion by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the agenda as amended. Motion carried.

Brief Public Comment: None.

Employee/Board Comment: Susan Vander Pol, County Coordinator informed the Board of Scott Schryer’s termination.

Moved by Commissioner Nehmer, seconded by Commissioner Halladay, to approve the minutes of October 16, 2018, as presented. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the claims of the County in the amount of $79,267.49. Recommendation was unanimously supported.

E.M.S. Comprehensive Review
Susan Vander Pol, County Coordinator informed the Board she has sent several letters out and when she calls the telephone number that was given it has been disconnected. The Board advised her to resend RFPs.

Approval of Contract for Services with J.E. Tiffany & Sons, LLC
David Belden, County Drain Commissioner asked the Board to approve the contract for Services with J.E. Tiffany and Sons, LLC to do the Part 307 and Part 315 Inspections in the amount of $1,195.00 and to hire Bill Sikkema, County Surveyor for $200.00 to set the required benchmark for a total cost of $1,395 for the project and authorize the appropriate signatures on the contract. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to approve the contract for services with J.E. Tiffany and Sons, LLC to do the Part 307 and Part 315 Inspections in the amount of $1,195.00 and to hire Bill Sikkema, County Surveyor for $200.00 to set the required benchmark for a total cost of $1,395 for the project and authorize the appropriate signatures on the contract. Recommendation was unanimously supported.

Addition Project for the Main Courthouse
Commissioner Gregory, spoke on behalf of the Building and Grounds Committee regarding the addition project for the main Courthouse. He explained to the Board the building plan for the front entrance of the building and an allocation up to $10,000 for the project. Discussion was held.

Recommended by Commissioner Wayne, seconded by Commissioner Tiedt, to approve the entrance addition project for the main courthouse with an allocation up to $10,000 for the project and authorize the County Coordinator to issue applicable purchase orders. Recommendation was unanimously supported.

Consent for Access to Property Agreement for Property Located at 214 N. Chestnut St., Reed City
Dan Massy, County asked the Board to approve the Consent for Access to Property agreement to allow for a Phase I and Phase II study for the property located at 214 N. Chestnut Street, Reed City. Discussion was held.
Recommended by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the Consent for Access to Property agreement to allow for a Phase I and Phase II study for the property located at 214 N. Chestnut Street, Reed City, and authorize the Chairman to sign. Recommendation was unanimously supported.

Purchase of Computers
Susan Vander Pol, County Coordinator asked to Board to allow Jerry Lindquist to purchase two old computers that he used while working at the County. Discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to allow Jerry Lindquist to purchase two old computers he used while working at the County. Recommendation was unanimously supported.

Budget Amendments, Cash Transfers, and Journal Register Report
Commissioner Tiedt reviewed the budget amendments received along with the cash transfer and the Treasurer’s Journal Register report for October.

Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the budget amendments, cash transfer and Treasurer’s October Journal Register. Recommendation was unanimously supported.

2019 County Budget Update
Susan Vander Pol, County Coordinator, reported they will continue working on the budget.

Other Business: Scott Schryer presented a request to the Board to go into a closed session.

Closed Session
Moved by Commissioner Halladay, seconded by Commissioner Nehmer, to approve going into Closed Session to discuss issues brought by Scott Schryer. Motion carried with five (5) yes votes. Commissioner Elkins and Commissioner Emig vote no.

Open Session Resumes
Moved by Commissioner Elkins, seconded by Commissioner Gregory, to close the Closed Session meeting requested by Scott Schryer. Motion carried with seven (7) yes votes.

Approve Closed Session Minutes
Moved by Commissioner Gregory, seconded by Commissioner Nehmer, to approve the minutes from the Closed Session as presented. Motion carried with unanimous voice vote.

Independent Investigation into the COA Dept. Operations
Discussion held by the Board regarding an Independent Investigation into the Commission on Aging Department Operations. The Board will discuss further at the next meeting.

Moved by Commissioner Wayne, Seconded by Commissioner Nehmer to do an independent investigation into the Commission on Aging Department operations. Recommendation was unanimously supported.

Request by Scott Schryer to Reinstatet Employment
Mr. Schryer requested to be reinstated to his position by the Board while an Independent Investigation takes place. Discussion Held.

Moved by Commissioner Halladay, no second, motion is defeated.

Employee/Board Comments: Sheriff James Crawford announced to the Board his retirement as of December 31, 2018. He thanked the Board for all their support.
Extended Public Comments: None.

Motion by Commissioner Nehmer, seconded by Commissioner Tiedt, to adjourn at 12:03 p.m. Motion carried.

Therese M. Bechler, Chief Deputy Clerk  
Larry Emig, Chairman
OSCEOLA COUNTY
COMMITTEE OF THE WHOLE
MINUTES
November 20, 2018

The Committee meeting was called to order at 9:36 a.m. by Chairman Emig.

Present: Commissioners Jack Nehmer, Jill Halladay, Roger Elkins, Alan Tiedt, Pam Wayne, Larry Emig and Mark Gregory.

Also present: Jeremy Beebe-E.M.S. Director, Russ Wayne-Jail Administrator, Justin Halladay-Undersheriff, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk, and several members of the public.

Motion by Commissioner Nehmer, seconded by Commissioner Tiedt, to approve the agenda as amended. Motion carried.

Brief Public Comment: None.

Employee/Board Comment: None.

Board minutes were reviewed but not approved at this time. They will be re-submitted for Board approval at the next meeting.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the claims of the County in the amount of $74,157.01. Recommendation was unanimously supported.

Budget Amendments, Cash Transfers & Journal Register Report
Commissioner Tiedt reviewed the budget amendments presented and asked that the Board approve those along with the County Treasurer’s Journal Report for October.

Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the budget amendments and County Treasurer’s November Journal Register Report for October postings as presented. Recommendation was unanimously supported.

2019 County Budget
Susan Vander Pol, County Coordinator, briefly reviewed the 2019 County budget and asked for approval of the proposed budget as well as the appropriation of that budget by the Board.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the 2019 County Budget as presented. Recommendation was unanimously supported.

Recommended by Commissioner Gregory, seconded by Commissioner Elkins, to approve the 2019 Budget Resolution/General Appropriations Act as presented and authorize the appropriate signatures. Recommendation was unanimously supported.

E.M.S. Purchase of LUCAS Devices & Service Agreement
Jeremy Beebe, E.M.S. Director, did a demonstration of a LUCAS Device, which is an automated CPR device for Board members. He explained the company has several new 3.0 models of the equipment that have never been used and are discounting them by 50% and explained the reason for the discount. He asked to purchase 6 (six) devices and has found money within his budget for the expenditure. He also spoke about the preventative maintenance agreement, recommending the 4-year agreement which comes with a price guarantee. Discussion was held.
Recommended by Commissioner Elkins, seconded by Commissioner Tiedt, to approve the purchase of six (6) LUCAS Devices and the four-year service agreement with payment from the 210 Fund Capital Account and authorize the Chairman to sign the agreement. Recommendation was unanimously supported.

Cell Phone Purchase by Sheriff Crawford
Russ Wayne, Jail Administrator, was present on behalf of Sheriff Crawford who is asking to purchase his current cell phone from the County upon his retirement. A brief discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to allow Sheriff Jim Crawford to purchase the cell phone currently in use for $1.00. Recommendation was unanimously supported.

Mechanical/Plumbing Inspector Resignation & Agreement
Don LaBrenz, County Building Official and Inspector, spoke to Board members about the recent resignation of the Mechanical/Plumbing Inspector, Gerald Antor. Discussion was held on the agreement with Mr. Antor and how to proceed in filling the vacancy.

Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to accept the resignation of and terminate the contract for services with Gerald Antor as the Mechanical and Plumbing Inspector effective immediately and contract with Kenneth Clark for the Mechanical and Plumbing Inspector services for a six-month period with terms for extension. Recommendation was unanimously supported.

Building Official Agreement for 2019/2020
Don LaBrenz, County Building Official and Inspector, and Susan Vander Pol, County Coordinator, spoke about the contract currently in place for our Building Inspector. Discussion was held on making Mr. LaBrenz a full-time employee for the County as he no longer qualifies as a Contracted Service Provider. The matter will be discussed further at the next meeting.

MSU Extension Annual Certifications for C.O.A. & County
Susan Vander Pol, County Coordinator, explained that there is a request from MSU Extension for a signed agreement with the County and Commission on Aging as related to affirmative action. A brief discussion was held to sign one for the County which covers all departments.

Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to agree to the MSU Extension Certification and authorize the Chairman to sign. Recommendation was unanimously supported.

C.O.A. Plan for AAAWM Additional Transportation Funding
Susan Vander Pol, County Coordinator, advised that Area Agency on Aging of West Michigan has additional money to allocate for specific services such as meals and transportation. She explained the recommendation from staff and asked for Board approval. A brief discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Wayne, to approve the request for additional funding from AAAWM for volunteer transportation. Recommendation was unanimously supported.

C.O.A. Snow Plowing
Susan Vander Pol, County Coordinator, asked for approval of a snow plowing agreement for the Commission on Aging facility in Evart. A brief discussion followed.

Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the snow plowing and ice removal agreement with Wirth Construction and Landscaping and authorize the Chairman to sign. Recommendation was unanimously supported.
Veterans Affairs Grant
Susan Vander Pol, County Coordinator, explained this is an additional incentive grant for our Veterans’ Services program and asked for the Board to approve the application. A brief discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the application to the Michigan Veterans Affairs Agency County Incentive Grant for $10,000 for a part-time position. Recommendation was unanimously supported.

C.O.A. Operations Review
Susan Vander Pol, County Coordinator, asked the Board for further clarification as to what they want her to ask in a Request for Proposals (RFP) at investigating the Commission on Aging operations review. After providing information as to the County Coordinator’s responsibility and the Board’s role in the department she feels she needs further clarification as to what the Board is seeking to do. Discussion turned to the E.M.S. Investigation Review and the policies both departments have currently in place. After a lengthy discussion County Counsel will be contacted to come and speak with Board members.

Closed Session
Moved by Commissioner Elkins, seconded by Commissioner Nehmer, to approve going into Closed Session to discuss collection bargaining. Motion carried with seven (7) yes votes.

Open Session Resumes
Moved by Commissioner Nehmer, seconded by Commissioner Gregory, to close the Closed Session meeting regarding union collective bargaining. Motion carried with seven (7) yes votes.

Approve Closed Session Minutes
Moved by Commissioner Elkins, seconded by Commissioner Gregory, to approve the minutes from the Closed Session as presented. Motion carried with unanimous voice vote.

Recommended by Commissioner Wayne, seconded by Commissioner Tiedt, to approve the tentative agreements for the Police Officers Association of Michigan Corrections and authorize the appropriate signatures on the contracts. Recommendation was unanimously supported.

Recommended by Commissioner Wayne, seconded by Commissioner Tiedt, to approve the tentative agreements for the Command Officers Association of Michigan and authorize the appropriate signatures on the contracts. Recommendation was unanimously supported.

Employee/Board Comments: None.

Extended Public Comment: Scott Schryer from McBain, Michigan, spoke about his former employment with Osceola County and asked to be put on paid administration leave rather than termination until an investigation can be conducted.

Motion by Commissioner Nehmer, seconded by Commissioner Wayne, to adjourn at 11:46 a.m. Motion carried.
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

FUND:  General ( )  245 Capital ( )  Special Revenue ( )
       Debt Service ( )  Other ________ ( )

REVENUE:

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EXPENSES:

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TOTAL $(_______ 15) $(_______ 15)

Department

[Signature]

Department Head Signature

11.29.18 Date

EXPLANATION:
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

**FUND:** General (✓)  245 Capital ( )  Special Revenue ( )  Debt Service ( )  Other _________ ( )

**REVENUE:**

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**TOTAL**  $(28,200)  $(28,200)

Contingency / Transfer Out  Department

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No. ___
Budget Amendment No. ____________

Department Head Signature  11-29-18 Date

EXPLANATION: Use remaining CCF Contingency
TO: COUNTY TREASURER AND COUNTY CLERK

AS PROVIDED IN THE UNIFORM BUDGETING AND ACCOUNTING ACT OF 1978, AS AMENDED, AND AS APPROVED BY THE DIRECTION OF THE BOARD OF COMMISSIONERS OR AS ESTABLISHED BY POLICY, IT IS HEREBY AUTHORIZED TO RECORD THE FOLLOWING ADJUSTMENTS TO THE BUDGET:

FUND: GENERAL ( ), 245 CAPITAL ( ), SPECIAL REVENUE ( ), DEBT SERVICE ( ), OTHER ( )

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**DEPARTMENT**: Sheriff's Dept.

**DEPARTMENT HEAD SIGNATURE**:  

**DATE**: 11-26-18

**BOARD OF COMMISSIONERS/REPRESENTATIVE**:  

**RECORDED ( ) MOTION/RESOLUTION NO ____**  
**BUDGET AMENDMENT NO. ____**

**EXPLANATION:**
AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on _________________________
by and between Osceola County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN
STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION ("MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative
Extension System and directed the nation’s land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to
individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan’s economy by equipping Michigan residents
with the information needed to do their jobs better, raise healthy and safe families, build their
communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies
knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter
areas:

• Agriculture & Agribusiness
• Children & Youth Development, including 4-H
• Health & Nutrition
• Community & Economic Development, Natural Resources

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and
valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes
access to educators and program instructors appointed to the Institutes and MSU faculty
affiliated with each Institute to deliver core programs.

2. Extension Educators and program staff as needed to implement programs within the
County, housed at the county office.

3. A county 4-H program. 0.5 FTE 4-H Program Coordination.

4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of
Personnel.

5. Operating expenses, per MSU policy, for MSU personnel ("Personnel").
6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.

7. Administrative oversight of MSUE office operations.

8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will Provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.

2. Office and meeting space meeting the following requirements:
   a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Coordinator.
   b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
   c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
   d. Access to space for delivering Extension programs.
   e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible

3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Coordinator that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

   1 FTE County employed Clerical Support Staff

Optional:

4. Funding for additional Extension educators at $0. (0 FTE * $102,695.)

5. Funding for additional 4-H program capacity 0.5 FTE

6. Funding for additional paraprofessional(s) at 0 FTE
7. Total Annual Assessment in the amount of $74,780.

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S Morrill Hall of Agriculture, 446 W Circle Drive, Room 160, East Lansing, MI 48824

C. Staffing and Financial Summary

   A. Base Assessment (includes 0.5 FTE 4-H Program Coordination) $43,049.

   ADDITIONAL PERSONNEL

   B. 0 FTE Clerical Support Staff to be employed by MSU $0.

   C. 0 FTE Educator (Program Area: ) $0.

   D. 0.5 FTE Additional 4-H Program Coordination $31,731.

   E. 0 FTE Additional paraprofessional staff $0.

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2019: $74,780.

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2019 the first day of the County budget year 2019 and shall terminate on the last day of such County budget year 2019. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Osceola County Clerk, 301 West Upton Avenue, Reed City, MI 49677, if to the County.

II. General Terms

1. Independent Contractor. The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County’s employee benefits.

2. Force Majeure. Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.

3. Assignment. This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix “A” is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.

5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.

6. **Indemnification:** Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party’s own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, arising out of the negligence or willful misconduct of the indemnifying party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties’ performance under this Agreement.

7. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY**

By: __________________________

Evonne Pedawi
Contract & Grant Administration
Its: __________________________

Date: __________________________

**Osceola COUNTY**

By: __________________________

Print name: ______________________

Its: __________________________

(title)

Date: __________________________

Osceola County
Appendix A

Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) https://tech.msu.edu/about/guidelines-policies/aup/.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Coordinator. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange35.8.0.0 - 35.9.255.255
CIDR 35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)
35.9.160.36 (1935,443) (authentication)
35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)
35.9.83.132 (all) (vpn.msu.edu)
35.9.81.150 (zoom.msu.edu)
35.9.121.189 and 190 (443) (SharePoint)
35.8.200.57 (80 and 443) (SharePoint)
35.9.121.221, 223, and 225 (443) (Exchange)
35.8.200.56 (80 and 443) (Exchange)
35.8.200.2—35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)
35.8.201.200 (443 TCP) (Lync)
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP - 135, 137-139, 2701-2704, 49152-65535)
35.8.200.58 (80 and 443) (Lync)
35.9.14.169 (80 and 443) (D2L – Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:
CANR.msu.edu – 35.8.201.199
MSUE.anr.msu.edu – 35.8.201.199
Events.anr.msu.edu – 35.8.200.220
web2.canr.msu.edu / web2.msue.msu.edu - 35.8.200.220
Expression Engine – 35.8.201.215
Web Hosting environment (other ANR websites) – 35.8.201.217
Master Gardener (External) – 128.120.155.54
Extension.org (External) – 152.46.27.147
Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.
MSHN 2019 SUBSTANCE USE DISORDER (SUD) OVERSIGHT POLICY ADVISORY BOARD

INTERGOVERNMENTAL AGREEMENT

Background: Mid-State Health Network (MSHN) is a Community Mental Health Regional Entity formed under the Mental Health Code and PA500/501 of 2012 and designated as Region 5 under the Michigan Department of Health and Human Services’ (MDHHS) Prepaid Inpatient Health Plan (PIHP) structure in Michigan. MSHN represents 21 Michigan counties, and is designated by MDHHS to coordinate the provision of Substance Use Disorder (SUD) services within its region. Per MDHHS requirement, Region 5 established its SUD Oversight Policy Advisory Board in 2013 through contractual agreement with each of MSHN’s 21-counties, designating membership of one (1) representative from each county. Pursuant to the Mental Health Code, and MDHHS requirement, the Intergovernmental Agreement for MSHN’s SUD Oversight Policy Board was fully executed in January of 2016, for a term of three (3) years.

Renewing MSHN’s Intergovernmental Agreement:

- The Intergovernmental Agreement is a contractual agreement authorized and undertaken pursuant to Section 287 of the Michigan Mental Health Code (Public Act 2258 of 1974); the Michigan Transfer of Functions and Responsibilities Act (Public Act 8 of 1967) and the Michigan Intergovernmental Contracts between Municipal Corporations Act (Public Act 35 of 1951).
- The Intergovernmental Agreement is a contractual agreement which sets forth the terms and conditions of the SUD Oversight Policy Board pursuant to MCL 330.1287(5).
- MSHN, as a MDHHS-designated community mental health entity is required, under MCL 330.1287(5), to maintain the contractual agreement between it and each of the 21 counties within Region 5. Counties include: Arenac, Bay, Clare, Clinton, Eaton, Gladwin, Gratiot, Hillsdale, Huron, Ingham, Ionia, Isabella, Jackson, Mecosta, Midland, Montcalm, Newaygo, Osceola, Saginaw, Shiawassee and Tuscola.
- MSHN’s SUD Oversight Policy Advisory Board has reviewed the contract for renewal, and authorized distribution to each of MSHN’s 21-counties.

REQUESTED ACTION BY FRIDAY, DECEMBER 28, 2018: The Intergovernmental Agreement must be renewed/fully executed prior to the current agreement’s expiration date of January 2019.

- To fully execute, the Intergovernmental Agreement requires signature by each county’s administrator or authorized designee.
- Return completed agreement to:
  - MSHN: Attention Merre Ashley
  530 W. Ionia Street, Suite F
  Lansing, MI 48933.
- Please direct questions to Ms. Ashley at merre.ashley@midstatehealthnetwork.org or 517.253.8203
This Contract (this “Contract”) is made as of the date it is fully executed and signed, by and among Mid-State Health Network (“MSHN”), Arenac County, Bay County, Clare County, Clinton County, Eaton County, Gladwin County, Gratiot County, Hillsdale County, Huron County, Ingham County, Ionia County, Isabella County, Jackson County, Mecosta County, Midland County, Montcalm County, Newaygo County, Osceola County, Saginaw County, Shiawassee County and Tuscola County (individually referred to as the “County,” and collectively referred to as the “Counties”). This Contract is authorized and undertaken pursuant to Section 287 of the Michigan Mental Health Code (Public Act 258 of 1974, as amended the “Code”), the Michigan Intergovernmental Transfer of Functions and Responsibilities Act (Public Act 8 of 1967) and/or the Michigan Intergovernmental Contracts between Municipal Corporations Act (Public Act 35 of 1951).

RECITALS

MSHN is a community mental health regional entity formed under the Mental Health Code, MCL 330.1204b, that has submitted its Application For Participation as a prepaid inpatient health plan (“PIHP”) under 42 CFR Part 438.

The Counties are located in a region designated by the Michigan Department of Health and Human Services (“MDHHS”) as Region 5 under MDHHS’s restructuring of PIHPs in Michigan.

Under 2012 PA 500 and 2012 PA 501, the coordination of the provision of substance use disorder services will be transferred, no later than October 1, 2014, from existing coordinating agencies to community mental health entities designated by MDHHS to represent a region of community mental health authorities, community mental health organizations, community mental health services programs or county community mental health agencies, as defined under MCL 300.1100a(22).

MSHN represents twelve (12) community mental health organizations in Region 5 and qualifies as a MDHHS-designated community mental health entity to coordinate the provision of substance use disorder services in Region 5.

MSHN, as a MDHHS-designated community mental health entity, is required, under MCL 330.1287(5) to establish a substance use disorder oversight policy board (SUD Policy Board) through a contractual agreement, under appropriate law, between MSHN and each of the Counties in Region 5.

MSHN and the Counties desire to enter into this Contract to establish a SUD Policy Board.

NOW, THEREFORE, in furtherance of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURPOSE

Section 1.1 PURPOSE. The purpose of this Contract is to set forth the terms and conditions for the establishment of a SUD Policy Board pursuant to MCL 330.1287(5).
ARTICLE II
SUD POLICY BOARD

Section 2.1 FUNCTIONS AND RESPONSIBILITIES. The SUD Policy Board shall have the following functions and responsibilities:

2.1.1 Approval of any portion of MSHN’s budget that contains 1986 PA 2 (MCL 211.24e(11)), funds (“PA 2 Funds”) for the treatment or prevention of substance use disorders which shall be used only for substance use disorder treatment and prevention in the Counties from which the PA 2 Funds originated;

2.1.2 Advise and make recommendations regarding MHSN’s budgets for substance use disorder treatment or prevention using non-PA 2 Funds; and

2.1.4 Advise and make recommendations regarding contracts with substance use disorder treatment or prevention providers.

2.1.5 In addition, the SUD Policy Board may be assigned by MSHN to advise and make recommendations to MSHN regarding any other matters as agreed to by the Counties and MSHN including advising and making recommendations to MSHN on issues regarding:

2.1.1.1 Methods, policies or practices to ensure quality of SUD services including culturally competent policy and practices for the delivery of those services;

2.1.1.2 Methods, policies or practices to ensure that SUD services made available through the PIHP/Regional Entity are accessible, responsive to regional needs, available to all segments of the community, and are delivered in a comprehensive manner;

2.1.1.3 Reviewing and/or providing recommendations regarding the strategic plan developed by the PIHP/Regional Entity to address the prevalence of SUD in the service areas from a recovery-oriented systems of care (ROSC) perspective and approach;

2.1.1.4 Reviewing and/or providing recommendations regarding the establishment of sustainability plans for ROSC initiatives to include prevention, treatment and recovery supports;

2.1.1.5 Reviewing and/or providing recommendations to expand and coordinate resources and activities with other agencies, community organizations and individuals to support the mission of the PIHP/Regional Entity where ROSC are concerned;

2.1.1.6 Methods, policies or practices to provide an opportunity for public comment, and receive and review comments on matters relevant to SUD prevention, treatment and recovery within the communities serviced by the PIHP/Regional Entity;
2.1.1.7 Reviewing and/or providing recommendations on the annual application for the federal block grant, as well as the renewal and issuance of SUD services licenses;

2.1.1.8 Reviewing and/or providing recommendations on the progress and effectiveness of the delivery of SUD services in the region;

Section 2.2 APPOINTMENT/COMPOSITION. The Board of Commissioners of each of the Counties shall appoint one (1) member of the MSHN SUD Policy Board. The Board of Commissioners may appoint County Commissioners or others, as allowed by Michigan law, that it deems best represents the interests of its County. While the appointment decision is vested within the sole authority of the each County Board of Commissioners, Parties to this Agreement acknowledge that MDHHS encourages appointments which represent the cultural diversity of the area served, appointments of persons in recovery from a substance use disorder, underserved populations and other related constituencies such as education, health, and social services agencies; advocacy organizations; public or private substance abuse prevention, treatment or recovery providers; members of the general public, including civic organizations and the business community.

Section 2.3 TERM. The term of membership for a member of the MSHN SUD Policy Board shall be three (3) years, beginning in January and ending in December. Members may be reappointed to additional or successive terms in the discretion of the respective Board of Commissioners.

Section 2.4 VACANCIES. A vacancy on the SUD Policy Board shall be filled by the County that originally filled the vacated position in the same manner as an appointment.

Section 2.5 REMOVAL. By majority vote of the Board of Commissioners, a County that appointed a SUD Policy Board member may remove its appointee at any time with or without cause. The SUD Policy Board is responsible for informing the relevant County of any lack of participation or attendance by the County’s appointed SUD Policy Board member.

Section 2.6 ETHICS AND CONFLICTS OF INTEREST. The SUD Policy Board shall adhere to all conflict of interest and ethics laws applicable to public officers and public servants, serving as members of the SUD Policy Board.

Section 2.7 COMPLIANCE WITH LAWS. MSHN, the Counties and the SUD Policy Board shall fully comply with all applicable laws, regulations and rules, including without limitation 1976 PA 267 (the “Open Meetings Act”), 1976 PA 422 (the “Freedom of Information Act”), 2012 PA 500, 2012 PA 501 and 1986 PA 2. MSHN and the Counties, as required by law, shall not discriminate against any Board member or applicant for appointment to the Board because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

Section 2.8 BYLAWS. The SUD Policy Board shall adopt Bylaws which may be amended by the SUD Board as provided in those Bylaws subject to the review and approval of MSHN.
ARTICLE III

MSHN

Section 3.1 FUNDING. Each County will provide MSHN funding, as required by Section 24e of the General Property Tax Act (MCL 211.24e as amended) to be used only for substance abuse prevention and treatment programs in each County. MSHN shall ensure that funding dedicated to substance use disorder services shall be retained for substance use disorder services and not diverted to fund services that are not for substance use disorders. MCL 330.1287(2).

ARTICLE IV

TERM AND TERMINATION AND DISPUTE RESOLUTION

Section 4.1 TERM. The Term of this Contract shall commence as of the date it is fully executed and signed by all parties and shall continue for three years unless terminated at an earlier date as provided in Section 4.2. This Agreement is subject to the precondition that this Agreement be approved by concurrent resolution by each and every County. A copy of this Agreement once approved will be filed with the Secretary of State for the State of Michigan.

Section 4.2 TERMINATION. Any party may terminate its participation as a Party to this Contract at any time for any or no reason by giving all other parties thirty (30) days written notice of the termination. Any notice of termination of this Contract shall not relieve either party of its obligations incurred prior to the effective date of such termination.

Section 4.3 DISPUTE RESOLUTION. The Chief Executive Officer of MSHN will attempt to resolve disputes through discussion with the Chairperson of the SUD Policy Board or County Controller or Administrator, as needed. Occasionally disputes may arise between the SUD Policy Board and MSHN, or one or more of the Counties and MSHN, arising out of and relating to this Agreement or a breach thereof which cannot be resolved through amicable discussion. In such cases, if the dispute remains unresolved:

4.3.1 If the dispute is between MSHN and the SUD Policy Board, the governing board of either party may by majority vote request a meeting of designated representatives of the MSHN Board and SUD Policy Board in an effort to resolve the matter. Any mutual agreement by the parties will be reduced to writing and voted upon by each Party’s governing board. If no mutual agreement is reached, the decision of MSHN as adopted by a majority vote of the MSHN Board will be deemed final.

4.3.2 If the dispute is between MSHN and one or more of the Counties, the governing board of either party may by majority vote request a meeting of designated representatives of the MSHN Board and representatives of one or more County Boards in an effort to resolve the matter. Any mutual agreement by the parties will be reduced to writing and voted upon by each Party’s governing board. If MSHN or one or more of the Counties remain dissatisfied, the Parties may mutually agree to non-binding mediation. If non-binding mediation is agreed to, the Parties may mutually agree upon a mediator or submit a request that mediation be administered by the American Arbitration Association under its Mediation Procedures before resorting to arbitration, litigation, or some other
dispute resolution procedure. The Parties recognize that mediation is a non-binding process to assist them to resolve their disputes by making their own free and informed choices, and that the mediator will have no authority to impose a settlement on any party but only to discuss and suggest options for resolution. If the Parties do not agree to mediation, or if the Parties do not reach a mutually agreeable settlement through mediation within 30 days after initiation of mediation, the Parties may pursue any other dispute resolution or legal recourse as provided by law. The mediation process will take place at a reasonably convenient location to be agreed upon by the parties or determined by the mediator. At the option of the Parties, mediation sessions may take place by telephone or video conference or online when the technology is available. Administrative fees and mediator compensation for the process will be paid equally by the Parties to the dispute.

ARTICLE V

LIABILITY

Section 5.1 LIABILITY/RESPONSIBILITY. No party shall be responsible for the acts or omissions of the other party or the employees, agents or servants of any other party, whether acting separately or jointly with the implementation of this Contract. Each party shall have the sole nontransferable responsibility for its own acts or omissions under this Contract. The parties shall only be bound and obligated under this Contract as expressly agreed to by each party and no party may otherwise obligate any other party.

ARTICLE VI

MISCELLANEOUS

Section 6.1 AMENDMENTS. This Contract shall not be modified or amended except by a written document signed by all parties hereto.

Section 6.2 ASSIGNMENT. No party may assign its respective rights, duties or obligations under this Contract.

Section 6.3 NOTICES. All notices or other communications authorized or required under this Contract shall be given in writing, either by personal delivery or certified mail (return receipt requested) and shall be deemed to have been given on the date of personal delivery or the date of the return receipt of certified mail.

Section 6.4 ENTIRE AGREEMENT. This Contract shall embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. There are no other agreements or understandings, oral or written, between the parties with respect to the subject matter hereof and this Contract supersedes all previous negotiations, commitments and writings with respect to the subject matter hereof.

Section 6.5 GOVERNING LAW. This Contract is made pursuant to, and shall be governed by, construed, enforced and interpreted in accordance with, the laws and decisions of the State of Michigan.
Section 6.6 **BENEFIT OF THE AGREEMENT.** The provisions of this Contract shall not inure to the benefit of, or be enforceable by, any person or entity other than the parties and any permitted successor or assign. No other person shall have the right to enforce any of the provisions contained in this Contract including, without limitation, any employees, contractors or their representatives.

Section 6.7 **ENFORCEABILITY AND SEVERABILITY.** In the event any provision of this Contract or portion thereof is found to be wholly or partially invalid, illegal or unenforceable in any judicial proceeding, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Contract, as the case may require. This Contract shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

Section 6.8 **CONSTRUCTION.** The headings of the sections and paragraphs contained in this Contract are for convenience and reference purposes only and shall not be used in the construction or interpretation of this Contract.

Section 6.9 **COUNTERPARTS.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, but together shall constitute one and the same agreement.

Section 6.10 **EXPENSES.** Except as is set forth herein or otherwise agreed upon by the parties, each party shall pay its own costs, fees and expenses of negotiating and consummating this Contract, the actions and agreements contemplated herein and all prior negotiations, including legal and other professional fees.

Section 6.11 **REMEDIES CUMULATIVE.** All rights, remedies and benefits provided to the parties hereunder shall be cumulative, and shall not be exclusive of any such rights, remedies and benefits or of any other rights, remedies and benefits provided by law. All such rights and remedies may be exercised singly or concurrently on one or more occasions.

Section 6.12 **BINDING EFFECT.** This Contract shall be binding upon the successors and permitted assigns of the parties.

Section 6.13 **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The parties agree that no provision of this Contract is intended, nor shall it be construed, as a waiver by any party of any governmental immunity or exemption provided under the Mental Health Code or other applicable law.

**ARTICLE VII**

**CERTIFICATION OF AUTHORITY TO SIGN THIS CONTRACT**

The persons signing this Contract on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Contract on behalf of said parties, and that this Contract has been authorized by said parties pursuant to formal resolution(s) of the appropriate governing body(ies), copies of which shall be provided to MSHN.
IN WITNESS WHEREOF, the parties hereto have entered into, executed and delivered this Contract as of the dates noted below.

MID-STATE HEALTH NETWORK REGIONAL ENTITY

By: _______________________________ Date: __________________________

Its: _______________________________

ARENAC COUNTY

By: _______________________________ Date: __________________________

Its: _______________________________

BAY COUNTY

By: _______________________________ Date: __________________________

Its: _______________________________

CLARE COUNTY

By: _______________________________ Date: __________________________

Its: _______________________________

CLINTON COUNTY

By: _______________________________ Date: __________________________

Its: _______________________________
EATON COUNTY
By: ____________________________ Date: ______________________
Its: ____________________________

GLADWIN COUNTY
By: ____________________________ Date: ______________________
Its: ____________________________

GRATIOT COUNTY
By: ____________________________ Date: ______________________
Its: ____________________________

HILLSDALE COUNTY
By: ____________________________ Date: ______________________
Its: ____________________________

HURON COUNTY
By: ____________________________ Date: ______________________
Its: ____________________________

INGHAM COUNTY
By: ____________________________ Date: ______________________
Its: ____________________________
IONIA COUNTY

By: ____________________________ Date: ______________________

Its: ____________________________

ISABELLA COUNTY

By: ____________________________ Date: ______________________

Its: ____________________________

JACKSON COUNTY

By: ____________________________ Date: ______________________

Its: ____________________________

MECOSTA COUNTY

By: ____________________________ Date: ______________________

Its: ____________________________

MIDLAND COUNTY

By: ____________________________ Date: ______________________

Its: ____________________________

MONTCALM COUNTY

By: ____________________________ Date: ______________________

Its: ____________________________
NEWAYGO COUNTY

By: ________________________________ Date: __________________________

Its: ________________________________

OSCEOLA COUNTY

By: ________________________________ Date: __________________________

Its: ________________________________

SAGINAW COUNTY

By: ________________________________ Date: __________________________

Its: ________________________________

SHIAWASSEE COUNTY

By: ________________________________ Date: __________________________

Its: ________________________________

TUSCOLA COUNTY

By: ________________________________ Date: __________________________

Its: ________________________________
DATE: November 14, 2018

TO: Executive Director

FROM: Jo Murphy, Executive Director MMAP, Inc.

SUBJECT: 2018 MIPPA Beneficiary Outreach and Assistance Purchase of Service Contract Amendment

Please find enclosed an amendment to your MIPPA 2017-18 Beneficiary Outreach and Assistance Purchase of Service agreement. The amendment alters the time period of the original agreement to **October 1, 2018 through September 29, 2019 or until funds in the Application Submission Purchase of Service Pool are exhausted whichever comes first.** All other terms and conditions of the original agreement remain the same.

Two (2) copies of your contract amendment are enclosed. Sign one copy and return to MMAP, Inc., retain the second copy for your records. MMAP, Inc. cannot make payments to your agency unless we have a signed amendment on file. If you have any question, please contact Jo Murphy at (517) 999-0650 or jo@mmapinc.org.

Thank you.

Enclosures
Amendment No. 1 to the 2017-18 Purchase of Service Agreement Between
MMAP, Inc.
6105 W. St Joseph Hwy, Suite 204, Lansing, MI 48917
And
Osceola Co Commission on Aging
P.O. Box 594 Evart, MI 49631
EIN: 38-6004880
For the Delivery of MIPPA Beneficiary Outreach and Assistance (MIPPA) Services

Amendment Purpose: The purpose of the amendment is to alter the period of performance for
the delivery MIPPA Beneficiary Outreach and Assistance Services (MIPPA).

Period of Performance: This agreement begins October 1, 2018 and continues as long as funds
for the Application Submission Purchase of Service Pool remain available, but no later than
September 29, 2019. This agreement is in full force and effect for the period specified.

Original Agreement Conditions: It is understood and agreed that all other conditions of the
original agreement remain the same.

The individual or officer signing this amendment certifies by his/her signature that s/he is
authorized to sign this amendment on behalf of the responsible governing board, official, or
contractor.

__________________________________________
Signature of Authorized Representative

__________________________________________
Organization/Title

Executive Director MMAP, Inc.

__________________________________________
Date

November 8, 2018
Date
MIPPA Beneficiary Outreach and Assistance Purchase of Service Agreement between MMAP, Inc. and Osceola Co Commission on Aging (EIN 38-6004880)

The Medicare Improvement for Patients and Providers Act (MIPPA) has provided an opportunity for partnership. The primary purpose of this partnership is to work together to provide information, counseling, and assistance that will help Medicare beneficiaries understand and apply for Medicare Low-Income Subsidy (LIS) or Medicare Savings Program (MSP) benefits through outreach and counseling assistance service.

This is an agreement between MMAP, Inc. located at 6105 W St Joseph Hwy, Suite 204, Lansing, MI 48917 and Osceola Co Commission on Aging located at P.O. Box 594 Evart, MI 49631 (Partner Agency) to provide information, one-on-one counseling, and assistance that will help Medicare beneficiaries understand and enroll in LIS or MSP.

MMAP, Inc. has formed a Purchase of Service Pool (Pool) for the purpose of reimbursing its MIPPA partners for their work to help Medicare beneficiaries enroll in LIS or MSP.

The federal funding provided to Partner Agency, by MMAP, Inc. will be paid at $100.00 per LIS enrollment application and $150.00 per MSP enrollment application. The Catalog of Federal Domestic Assistance (CFDA) number is 93.071 and the CFDA Title is Medicare Improvements for Patients and Providers Act: Medicare Savings Program, Low Income Subsidy & Prescription Drug Enrollment Assistance Outreach and Assistance: Priority Area 1 SHIPs and Priority Area 2 AAAs. The federal agency is the Department of Health and Human Services-Administration for Community Living and the federal grant award numbers are 1701MIMISH and 1701MIMIAA. The grant period is September 30, 2017 through September 29, 2018.

This contract begins October 1, 2017 and continues as long as Pool funds remain available, but no later than September 29, 2018. This is a pay for performance agreement. Agency Partners will be paid on a first come, first served basis until Pool funds have been depleted.

MMAP, Inc. will pay for application assistance with the appropriate documentation at the rate of:

- $100.00 for each LIS Application
- $150.00 for each MSP Application

Payments will be based on and processed once documentation for the LIS or MSP application has been received and reviewed by MMAP, Inc. Review of documentation for the LIS or MSP shall occur in order of documentation received.
**Partner Agency** will only be reimbursed for application assistance provided October 1, 2017 through September 29, 2018 or until Pool funds have been deleted, whichever occurs first. MMAP, Inc. shall provide Partner Agency with written notice in advance, any time it has determined that funds may run out prior to September 29, 2018.

Partner Agency Responsibilities:

1. Screen beneficiary for Low-Income Subsidy (LIS) eligibility
   a. Ensure that good faith effort is made to obtain correct personal, income, and asset information in order to minimize application rejection
   b. Complete SSA on-line application for LIS
   c. Submit to MMAP, Inc. on a weekly basis copies of MIPPA Reimbursement Requests as verification of provided service

2. Screen beneficiary for Medicare Savings Program (MSP) eligibility
   a. Ensure that good faith effort is made to obtain correct personal, income, and asset information in order to minimize application rejection
   b. Complete Assistance Application DCH-1426 form or on-line MIBridges application for MSP benefit:
      i. Mail completed paper applications to the appropriate MDHHS office or
      ii. Complete and submit electronically on-line MIBridges applications
   c. Submit to MMAP, Inc. on a weekly basis copies of MIPPA Reimbursement Requests as verification of provided service

3. Maintain in a locked, fireproof storage system, for seven years from the close of the 2017-18 MIPPA Grant, hard copy documentation that supports MIPPA services provided by the Partner Agency as reported on MIPPA Reimbursement Requests submitted to MMAP, Inc. Examples of supporting documentation include:
   a. LIS: Successful Submission page for on-line LIS application or other documentation from the Social Security Administration acknowledging the beneficiary’s application
   b. MSP: application pages that include beneficiary information, request for health care coverage assistance, and beneficiary signature. Such information should be included on:
      i. MIBridges application or recertification
      ii. DHS-1426 Application for Health Coverage & Help Paying Costs
      iii. DHS-1010 MSP Redetermination
   c. Alternative documentation should only be retained with prior approval from MMAP, Inc.

4. Ensure that staff and counselors providing MIPPA Beneficiary Outreach and
Assistance services have no conflict of interest when providing health benefit information, counseling, and assistance.

5. Ensure that staff and counselors providing MIPPA Beneficiary Outreach and Assistance services safeguard confidential beneficiary information and the beneficiary information will be stored in a secure location, such as a locked, fireproof filing cabinet.

6. Ensure that Partner Agency staff who are certified MMAP counselors enter all MIPPA Beneficiary Outreach and Assistance “client counseling” activities into the on-line SHIP data reporting system, SHIPTools/NPR, and submit Public and Media Event forms documenting community outreach and education activities as specified by the counselors’ MMAP regional coordinator.

7. Submit to MMAP, Inc. progress reports or other similar reports as requested by MMAP, Inc. the Michigan Aging and Adult Services Agency, The Administration for Community Living, or the National Center for Benefits Outreach and Enrollment or similar organization.

MMAP, Inc. Responsibilities:

1. Train Partner Agency staff and volunteers on LIS and MSP eligibility requirements, application procedures for LIS and MSP, and all MIPPA Beneficiary Outreach and Assistance reporting and reimbursement procedures which comply with all applicable state and federal laws and regulations. MIPPA Beneficiary Outreach and Assistance training may be held in collaboration with the Area Agencies on Aging (AAA). MMAP, Inc. will also offer MIPPA Partner Agency staff and volunteers the opportunity to become MMAP certified counselors.

2. Make available to Partner Agency revised LIS and MSP education materials and Medicare wellness and prevention education materials.

3. Schedule conference calls, as needed, with MIPPA Partners to review any changes to LIS or MSP benefits or application process, discuss MIPPA related issues or concerns, and report on best practices in reaching or serving beneficiaries.

4. Pay the Partner Agency $100.00 for each completed and successfully submitted LIS and pay the Partner Agency $150.00 for each completed and successfully submitted MSP applications, including redetermination applications. The Michigan Aging and Adult Services Agency (AASA) has established a similar Purchase of Service Pool for community agencies associated with regional Adult and Disability Resource Collaboratives (ADRC). MMAP, Inc. will not reimburse its MIPPA Partner Agencies for LIS or MSP applications that have been previously submitted to the AASA Purchase of Service Pool for reimbursement.

5. Upon reasonable request of Partner Agency, provide reports detailing the status of
reimbursement requests received from Partner Agency.
6. Provide the Partner Agency with regular reports detailing the number of MIPPA enrollments in the Pool available for reimbursement. Complete MIPPA Reimbursement Requests submitted and received in the MMAP, Inc. office by noon on Thursdays will be subtracted from the Pool and the reduced total available enrollments will be indicated in the report.
7. Secure and maintain the confidentiality and security of beneficiary information and all documents submitted by Partner Agency in accordance with the requirements defined herein and shall maintain information submitted by Partner Agency using commercially reasonable measures to ensure confidential beneficiary information unless specifically otherwise to meet the requirement of state or federal laws, whichever is more protective of the beneficiary.

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board or official.

[Signature]
Signature of Authorized Representative

[Date]
Date

[Signature]
Jo Murphy, Executive Director

October 19, 2017
Date

MMAP, Inc.