COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS’
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, October 16, 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 October 2, 2018.

6. Consider Payment of Claims.

7. Old Business:
   A. Consider Items – Susan Vander Pol:
      1. 2018 Audit Contract Extension.
      2. Janitorial Contract.
   B. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.
   C. Discuss 2019 County Budget – Susan Vander Pol:

8. New Business:
   A. Discuss C.O.A. Items – Scott Schryer:
      1. AAAWM Contract Amendment.
      2. AAAWM PoS Agreement & MI-Choice Business Associate Agreement.
   B. Discuss E.M.S. MMRMA RAP Grant – Jeremy Beebe.
   C. Consider POAM Road Patrol Agreement.
   D. Closed Session for POAM Corrections Collective Bargaining Negotiations.

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.

PUBLIC COMMENT
The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern. If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
OSCEOLA COUNTY
COMMITTEE OF THE WHOLE
MINUTES
October 2, 2018

The Committee meeting was called to order at 9:35 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, Scott Schryer-C.O.A. Director, Tracey Cochran-Payroll/Human Resource Specialist, Pheobe Ginnever-Deputy County Clerk, Susan Vander Pol-County Coordinator and Karen Bluhm-County Clerk.

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

Brief Public Comment: None.

Employee/Board Comment: Commissioner Elkins introduced Tim Michell, the new Commissioner Elect from District 4, to everyone.

Susan Vander Pol, County Coordinator, asked for direction from the Board regarding the two (2) newly elected Commissioners attending MSUE New Commissioner Training later this fall and whether their registration fees could be paid by the County prior to them taking office. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to allow newly elected County Commissioners to attend the MSUE New Commissioner training and authorize payment from the Board’s conference and travel line-items. Recommendation was unanimously supported.

Moved by Commissioner Nehmer, seconded by Commissioner Halladay, to approve the minutes of September 18, 2018, as presented. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the claims of the County in the amount of $65,304.90. Recommendation was unanimously supported.

Holiday Party
Tracey Cochran, Payroll/Human Resource Specialist and Pheobe Ginnever, Deputy County Clerk, spoke to the Board about the upcoming employee holiday party scheduled for December 5, 2018 and asked if the Courthouse and Annex could close for the traditional two-hour lunch period for employees to attend. A brief discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to allow the County Courthouse and Annex to be closed from noon until 2:00 p.m. on Wednesday, December 5th, for a holiday gathering. Recommendation was unanimously supported.

Budget Amendments, Cash Transfers, and Journal Register Report
Commissioner Tiedt reviewed the budget amendments received.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the budget amendments as submitted. Recommendation was unanimously supported.

2019 County Budget
Susan Vander Pol, County Coordinator, updated the Board on the 2019 budget process. She expressed concern that once again revenues highly exceed expenditures, but she along with County Treasurer Lori Leudeman and Finance Chairman Alan Tiedt will be meeting to do more review. She also reviewed capital requests from the various departments and asked for direction from Board members on which ones they want to prioritize. Discussion then
moved to special budget funds and when to schedule the public hearing on the 2019 proposed budget. A public hearing will be set for 9:15 a.m. on November 6, 2018.

**Opioid Litigation**
Susan Vander Pol, County Coordinator, updated Board members on the status of the opioid litigation.

**Closed Session for Union Negotiations**
Susan Vander Pol, County Coordinator, advised Board members a closed session was not needed at this time.

**Reliance Community Care Partners Agreement**
Scott Schryer, C.O.A. Director, explained that the agreement provides a second waiver source for clients who might need this. This is an annual agreement and has not changed. A brief discussion was held.

**Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to approve the Reliance Community Care Partners agreement and authorize the Chairman to sign. Recommendation was unanimously supported.**

**HPS Systems Advantage Contract #51 for 1% Rebate**
Scott Schryer, C.O.A. Director, spoke to the Board about this contract with Gordon Food Services for a rebate credit. He noted it has been in place and they have been participating for several years. A brief discussion followed.

**Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to approve the HPS Systems Advantage Contract #51 for 5! Rebate (Gordon Foods) and authorize the Chairman to sign. Recommendation was unanimously supported.**

**C.O.A. Staffing**
Scott Schryer, C.O.A. Director, has presented revised job descriptions for his staff and after further review by Board members would like to move forward. Scott also spoke about his request in the 2019 proposed budget for the kitchen renovation at the Tustin facility.

**Bad Debt 2018 Quarter 3 Report/E.M.S.**
Jeremy Beebe, E.M.S. Director, asked Board members to write-off the 2018 3rd quarter bad debt. A brief discussion was held.

**Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the third quarter write-offs from the E.M.S. Department in the amount of $29,967.74. Recommendation was unanimously supported.**

**Revised Policies/E.M.S.**
Jeremy Beebe, E.M.S. Director, explained the need for the new revised policies presented. He noted they are due to the upcoming changes in the new union contract. Discussion was held.

**Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the policy updates for E.M.S. as submitted with an effective date of December 30, 2018 and authorize the Chairman to sign. Recommendation was unanimously supported.**

**E.M.S. Staffing**
Jeremy Beebe, E.M.S. Director, explained with the upcoming union contract changes he has spoken with the Union and in an effort to align the new procedures with payroll cutoffs they have agreed to start the changes on December 30, 2018 if this agreeable with the Board. Discussion was held.
Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to implement the schedule change as outlined in the 2019 GELC Union Contract on December 30, 2018. Recommendation was unanimously supported.

Jeremy Beebe, E.M.S. Director, then spoke about how the new contract will affect the departmental staffing. In an effort to be ready to accommodate their staffing needs timely he asked to start the hiring process for new employees now. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to allow the E.M.S. Department to advertise and fill the vacant staff positions for the implementation of the new E.M.S. schedule on December 30, 2018. Recommendation was unanimously supported.

**Contract Extension for Audit Services**
Susan Vander Pol, County Coordinator, reported to Board members that Anderson, Tackman & Company has responded to the Board’s request for an additional one-year extension of the Audit Services Contract. They will be happy to provide audit services to the County for the fiscal year of 2018 for the same amount as the previous year. A brief discussion was held and Susan was advised to move forward on the one-year contract extension with Anderson, Tackman & Company.

**Contract Extension for Janitorial Services**
Susan Vander Pol, County Coordinator, asked Board members whether they want to look at an extension on the current Janitorial Services contract or put it out for bids. Discussion was held and Susan was asked to pursue an extension of our current contract.

**Job Description, RFO & Process for Indigent Defense Administrator**
Susan Vander Pol, County Coordinator, explained that the job description will be joint with Mecosta County. She asked for the Board to approve the job description for the position so the process may move forward. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Tiedt, to approve the Job Description and issue a Request for Qualifications for the Indigent Defense program Administrator. Recommendation was unanimously supported.

Board liaison reports were given.

Employee/Board Comments: Scott Schryer, C.O.A. Director, advised of equipment purchases made with the additional AAAWM money received.

Motion by Commissioner Gregory, seconded by Commissioner Nehmer, to adjourn at 11:22 a.m. Motion carried.

Karen J. Bluhm, County Clerk
Larry Emig, Chairman
September 28, 2018

County of Osceola, Michigan
301 West Upton Avenue
Reed City, MI 49677

RE: Audit Quote Contract Extension

Dear County Commissioners:

Thank you for this opportunity to quote to extend our current professional services contract for an additional one year. We appreciate our long-term relationship with County of Osceola and look forward to it continuing into the future. Because of our past relationship we are willing to commit to the following base audit quote:

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<tr>
<th>Year</th>
<th>Amount</th>
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<tr>
<td>2018</td>
<td>$27,500</td>
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This amount includes the financial statements of the County in the current format, the Uniform Guidance federal requirements for entities that receive more than $750,000.00 in federal awards, electronic filing of the Data Collection form and Basic Financial Statements, Annual F-65 Report, and compliance with the Securities and Exchange Commission’s Continuing Disclosure Requirements.

If the County needs any additional accounting services this would be billed separately as time and material at our standard hourly rates.

Sincerely,

Kenneth A. Talsma, CPA
Governmental Services Principal
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 (X) 245 Capital ( ) Special Revenue ( )
Debt Service ( ) Other ________ ( )

REVENUE:

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EXPENSES:

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TOTAL $(-,600) $(-,600)

District Court

Department Head Signature

10-2-18 Date

EXPLANATION: To cover 2st Court disability

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No. __
Budget Amendment No. ____________
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 $17,000.00 $17,000.00

SHERIFFS DEPARTMENT
DEPARTMENT

BOARD OF COMMISSIONERS/REPRESENTATIVE

DEPARTMENT HEAD SIGNATURE

RECORDED ( ) MOTION/RESOLUTION NO ___
BUDGET AMENDMENT NO. _______________________

DATE 10/1/2018

EXPLANATION: TRANSFER FUNDS INTO TREATMENT OF PRISONERS LINE ITEM
COUNTY OF OSCEOLA

AUTHORIZATION TO TRANSFER FUNDS

The County Treasurer is hereby directed to transfer funds in the following manner:

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<td>$2,95</td>
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TO: 101

COMMENTS: To cover Treatment of Pension Costs

The above transfer has been appropriated by the Board of Commissioners by previous resolution and may be less than the full amount appropriated in the source fund. The appropriating action was by:

(  ) Appropriation Act
(  ) Budget Resolution
✓  Transfer Resolution

The County Treasurer is to complete the transfer within three business days following the date of this authorization order. A copy of the executed transfer is to be issued to the County Clerk. Should the County Treasurer be unable to complete the transfer, in whole or in part, within the time prescribed, a statement will be sent to the authorizing party within the same time limit, giving reason why the transfer cannot be completed.

✓  By direction of the Board
(  ) By direction of the Finance Committee

Date: 10-3-2018

______________________________
Chairman

______________________________
Finance Chairperson
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<td>ROSE LAKE LEAF CLEANUP</td>
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<td>Date</td>
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<td></td>
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</tbody>
</table>

Total: 79,075.00 79,075.00
August 17, 2018

To: Osceola County Coordinator

Re: 2019 EMS Proposed Budget

Susan,

After reviewing the EMS budget, I am requesting the following changes for 2018.

The 2019 proposed budget includes the EMS millage being reduced from 1.33 to 1.0 mil. I don’t believe the 1.0 mil assessment to be sustainable for more than 1 or 2 years with upcoming capital improvement projects and potential staffing model changes.

I have added funds to all payroll items in anticipation of a staffing model change with the full time EMS staff. This is a part of the upcoming collective bargaining negotiations and is only an estimate until negotiations are complete and approved by both the Board of Commissioners and collective bargaining group.

The uniform and telephone line items have been increased in anticipation of the staffing model change and EMS requested building projects in 2019. Funding to remount an ambulance as part of our fleet replacement schedule as outlined in the five year capital outlay plan has also been included.

A facility project request, along with $400,000, was added to the EMS budget to construct an addition to the Building Department/EMD building and relocate EMS administration to this building. This would allow the current EMS offices to be remodeled for a dedicated EMS training/meeting room.

A little over one million dollars has been projected to be used from the EMS fund balance for 2019 with the proposed decreased millage, increased staffing cost, and facility project request. This would leave approximately 1.4 million dollars in the fund balance.

Also included in the 2019 budget packet are the 2019 EMS operational plan for ambulance allocation and a request for an additional part time administrative assistant position.

Thank you for your consideration.

Respectfuly Submitted,

Jeremy Beebe
EMS Director
August 17, 2018

To: Osceola County Board of Commissioners

RE: 2019 EMS Operational Plan

This document will provide the ambulance coverage plan for 2018 based on the Board approved operational guidelines of operating the EMS Department with three 24 hour ambulances and one 12 hour ambulance daily. The location of the ambulances will be determined using call volume data from the previous 3 years. If the annual call volume of the two lowest quadrants is within 15%, both quadrants will receive 24 hour ambulance coverage on an equal basis.

Using data from 2015-2017, the two southern quadrants will receive 24 hour ambulance coverage for all of 2019. The call volume in the Northwest quadrant from 2015-2017 was higher than in the Northeast quadrant. The difference in call volume between the two northern quadrants was 13.8%. Based on the approved operational plan, both Northern quadrants will receive 24 hour ambulance coverage on an equal basis in 2019.

After comparing the call volume between the two northern quadrants it was noted that the call volume of the Northwest quadrant is almost equal to the Northeast quadrant for the first and second quarter of the years researched. The call volume of the Northwest quadrant is significantly higher than the Northeast quadrant for the third quarter and fourth quarter.

Based on the approved operational plan and call volume I have determined that in the 1st and 2nd quarter of 2019 the 24 hour ambulances will be placed in Reed City, Evart, and Marion. The 12 hour ambulance will be placed in Tustin.

Based on the approved operational plan and call volume I have determined that in the 3rd and 4th quarter of 2019 the 24 hour ambulances will be placed in Reed City, Evart, and Tustin. The 12 hour ambulance will be placed in Marion.

Respectfully Submitted,

Jeremy Beebe
EMS Director
September 27, 2018

Scott Schryer, Director
Osceola County Commission on Aging
732 West US 10
P.O. Box 594
Evart, MI 49631

Dear Scott,

On September 24, 2018, the AAAWM Board of Directors met and approved an increase of $8,080 in funding for Osceola County Commission on Aging for Fiscal Year 2018. The increase is detailed on the enclosed Attachment II and includes the final Nutrition Services Incentive Program (NSIP) distribution for FY18.

Enclosed please find two copies of your FY 2018 Older Americans Act contract amendment. Both copies must be signed and dated by the Chairperson of your Policy Board or a duly authorized person. If the chairperson is unable to sign the contract, attach a Policy Board Resolution or a copy of your organizational by-laws, which authorizes elected officers to sign or countersign official documents.

Please return one signed, original contract amendment to your Contract Administrator, Staci Gerken, as soon as possible, and retain the other copy for your files. Payment for services will not be released until the signed contract amendment is received by our office. If you have any questions, please contact Staci at (616) 222-7007 or Staci@aaaawm.org.

We look forward to continuing our partnership with your organization to provide services to older adults in your area.

Sincerely,

Jackie O’Connor
Executive Director

Enclosures

Mission: Provide older persons and persons with a disability an array of services designed to promote independence and dignity in their homes and their communities.
CONTRACT AMENDMENT

STATEMENT OF PURPOSE

The Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan non-profit Corporation, and Osceola County Board of Commissioners (Service Partner), a public agency, entered into Contract numbered 61.82 in which the Service Partner undertook to provide certain services with state and federal funding for the three year period ending September 30, 2019. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of September 24, 2018, AAAWM and the Service Partner agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2017 through September 30, 2018 as provided in the Contract of October 1, 2016, shall not exceed $308,312.00 (Three hundred eight thousand three hundred twelve and 00/100 dollars).

2. Service Partner is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.

3. That the amount the Service Partner agrees to provide as Local Match, for the budget period October 1, 2017 through September 30, 2018, as specified in the Contract of October 1, 2016, shall be not less than $34,257.00 (Thirty-four thousand two hundred fifty-seven and 00/100 dollars).

4. That the amount of NSIP funds AAAWM agrees to pay, for the budget October 1, 2017 through September 30, 2018 shall not exceed $24,668.00 (Twenty-four thousand six hundred sixty-eight and 00/100 dollars). NSIP funds shall only be used for raw food expenditures.

5. That Service Budgets, Attachments I-A, I-B and I-E, are deleted and Service Budgets, Attachments I-A, I-B and I-E, dated September 24, 2018 are added.

6. That Older Americans Act Funding Distribution (Attachment II) is deleted and Older Americans Act Funding Distribution (Attachment II) dated September 24, 2018 is added.
AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
A MICHIGAN NONPROFIT CORPORATION

By: Jackie O'Connor, Executive Director
Area Agency on Aging of Western Michigan

By: _________________________________
Person Authorized to Sign for Service Partner

Name: ________________________________

Title: ________________________________

Date: 9.25.18
## Unit Rate Budget

### I. Funding Summary:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Funds</td>
<td>$52,298</td>
</tr>
<tr>
<td>One-time Federal Funds</td>
<td></td>
</tr>
<tr>
<td>State Funds</td>
<td>$0</td>
</tr>
<tr>
<td>One-time State Funds</td>
<td></td>
</tr>
<tr>
<td>TOTAL AAAWM FUNDS AWARDED</td>
<td>$52,298</td>
</tr>
<tr>
<td>Total Number of Units to be Provided</td>
<td>8,630</td>
</tr>
<tr>
<td>Number of Clients Who Will Receive Service</td>
<td>275</td>
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### II. Total Per Unit Cost:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Administration &amp; Fundraising Expenses</td>
<td>$1.66</td>
</tr>
<tr>
<td>2 Delivery &amp; Direct Service Cost</td>
<td>$5.00</td>
</tr>
<tr>
<td>3 Raw Food</td>
<td>$3.08</td>
</tr>
<tr>
<td>4 Other (Occupancy, Communication, etc.)</td>
<td>$0.40</td>
</tr>
<tr>
<td>5 Total Cost BEFORE</td>
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<tr>
<td>6 Less Program Income</td>
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</tr>
<tr>
<td>7 Less NSIP</td>
<td>$0.58</td>
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<tr>
<td>8 Less 10% Unit Match</td>
<td>$0.67</td>
</tr>
<tr>
<td>9 Unit Rate to be Paid by AAAWM to Service Partner</td>
<td>$6.06</td>
</tr>
</tbody>
</table>

Does line 9 equal line 10? **YES. Continue to Other Resources.**

10 Contracted Unit Rate: **$6.06**

### III. Other Resources:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 Projected Program Income</td>
<td>$13,000</td>
</tr>
<tr>
<td>12 Other Resources</td>
<td>$15,010</td>
</tr>
<tr>
<td>13 NSIP</td>
<td>$6,772</td>
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### IV. Match Required: **$5,811**

<table>
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<th>Source of Cash Match:</th>
<th>Amount</th>
<th>Source of In-Kind Match:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0</td>
<td>Building/Kitchen space in Tusin,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>Marion and Evart provided by</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>Osceola County</td>
<td>$5,811</td>
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<tr>
<td>Total Local Cash Match:</td>
<td>$0</td>
<td>Total Local In-Kind Match:</td>
<td>$5,811</td>
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</table>

Total Match: **$5,811**

Is Total Match equal to or greater than Match Required listed above? **YES. Continue to Cost Narrative.**
V. Program Cost Narrative

Complete the following budget narrative describing the basis for expenditures in each category.

1. Administration & Fundraising:
   Wages and fringes for administrative hours; coordinate service, posting and reporting of service, advocating and fundraising

2. Delivery & Direct Service Cost:
   Wages and fringes for cooks, drivers and mealsite managers, travel, van and van maintenance

3. Raw Food:
   Grocery, frozen, meat, poultry, dairy and produce ordered to prepare meals

4. Other:
   Building and kitchen space, maintenance and utilities, internet/telephone service
# UNIT RATE BUDGET FORM

**Older Americans Act FY 2018**

**Service Partner:** Osceola County Commission on Aging

**Service:** Home Delivered Meals

**Date:** 09/24/2018

**Prepared by:** Jackie Campbell

## Unit Rate Budget

### I. Funding Summary:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Funds</td>
<td>$63,966</td>
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<tr>
<td>One-time Federal Funds</td>
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</tr>
<tr>
<td>State Funds</td>
<td>$61,000</td>
</tr>
<tr>
<td>One-time State Funds</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AAAWM FUNDS AWARDED</strong></td>
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<tr>
<td>Total Number of Units to be Provided</td>
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<tr>
<td>Number of Clients Who Will Receive Service</td>
<td>185</td>
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</table>

### II. Total Per Unit Cost:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Administration &amp; Fundraising Expenses</td>
<td>$1.66</td>
</tr>
<tr>
<td>2 Delivery &amp; Direct Service Cost</td>
<td>$4.60</td>
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<tr>
<td>3 Raw Food</td>
<td>$3.35</td>
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<tr>
<td>4 Other (Occupancy, Communication, etc.)</td>
<td>$0.40</td>
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<tr>
<td><strong>Total Cost BEFORE:</strong></td>
<td><strong>$10.01</strong></td>
</tr>
<tr>
<td>6 Less Program Income</td>
<td>$3.35</td>
</tr>
<tr>
<td>7 Less NSIP</td>
<td>$0.58</td>
</tr>
<tr>
<td>8 Less 10% Unit Match</td>
<td>$0.61</td>
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<td>10 Contracted Unit Rate</td>
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### III. Other Resources:

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<tr>
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<tr>
<td>11 Projected Program Income</td>
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<tr>
<td>12 Other Resources</td>
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<tr>
<td>13 NSIP</td>
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### IV. Match Required:

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<th>Source of Cash Match</th>
<th>Amount</th>
<th>Source of In-Kind Match</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building/Kitchen space</td>
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<td>Total Local Cash Match:</td>
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<td>Total Local In-Kind Match:</td>
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</table>

**Total Match:** $13,885

Is Total Match equal to or greater than Match Required listed above? YES, Continue to Cost Narrative.
V. Program Cost Narrative

Complete the following budget narrative describing the basis for expenditures in each category.

1. Administration & Fundraising:
   Wages and fringes for administrative hours; coordinate service, posting and reporting of
   service, payroll, ordering supplies and fundraising

2. Delivery & Direct Service Cost:
   Wages and fringes for cooks and drivers; travel and mileage reimbursement for drivers, van
   and van maintenance

3. Raw Food:
   Grocery, frozen, meat, poultry, dairy and produce ordered to prepare meals

4. Other:
   Building and kitchen space, maintenance and utilities, internet/telephone service
**Unit Rate Budget**

### I. Funding Summary:

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<thead>
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<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Funds</td>
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</tr>
<tr>
<td>One-time Federal Funds for computer equipment purchase</td>
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<td>State Funds</td>
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<td>One-time State Funds</td>
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</tr>
<tr>
<td><strong>TOTAL AAWM FUNDS AWARDED</strong></td>
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<td>Total Number of Units to be Provided</td>
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<tr>
<td>Number of Clients Who Will Receive Service</td>
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### II. Total Per Unit Cost:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Administration &amp; Fundraising Expenses</td>
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<td>2. Direct Service Cost</td>
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<td>3. Equipment &amp; Supplies</td>
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<td>4. Other ((Occupancy, Communication, etc.)</td>
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<td>6. Less 10% Unit Match</td>
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<td>7. Unit Rate to be Paid by AAWM to Service Partner</td>
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Does line 7 equal line 8? **YES. Continue to Other Resources.**

<table>
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<tr>
<th>Description</th>
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<tbody>
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<td>8. Contracted Unit Rate</td>
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### III. Other Resources:

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<tr>
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<tr>
<td>9. Projected Program Income</td>
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</tr>
<tr>
<td>10. Projected Cost Share</td>
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### IV. Match Required:  

<table>
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</thead>
<tbody>
<tr>
<td>Source of Cash Match</td>
<td>Amount</td>
</tr>
<tr>
<td>Office space</td>
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<tr>
<td>provided by Osceola County</td>
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<td><strong>Total Local Cash Match</strong></td>
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</table>

**Total Match:** **$5,393**

Is Total Match equal to or greater than Match Required listed above? **YES. Continue to Cost Narrative.**
UNIT RATE BUDGET FORM  
Older Americans Act FY 2018

V. Program Cost Narrative

Complete the following budget narrative describing the basis for expenditures in each category.

1. Administration & Fundraising:
   Wages and fringes for administrative hours; coordinate service, posting and reporting of service, payroll, outreach, advocating and fundraising

2. Direct Service Cost:
   Wages, fringes, travel and mileage reimbursement for services provided by the nurse, casemanagers, homemakers and home health aides

3. Equipment & Supplies:
   Office supplies, computer/office machines, phone system, medical supplies for homemaking and personal care services such as medical gloves, blood pressure cuffs, gait belts

4. Other:
   Building space, maintenance and utilities, internet/telephone service
### Osceola County Commission on Aging

<table>
<thead>
<tr>
<th>Service</th>
<th>Source</th>
<th>CFDA</th>
<th>Award as of 6/25/18</th>
<th>Change in Funding</th>
<th>Adjusted Award</th>
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<tr>
<td></td>
<td>SIH</td>
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<td>$17,000</td>
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<td>$17,000</td>
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<td>IIIE</td>
<td>93.052</td>
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</tr>
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<td>SIH</td>
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<td>$44,549</td>
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<td>$44,549</td>
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<tr>
<td></td>
<td>Tobacco</td>
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<td>$12,000</td>
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<tr>
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<td>93.044</td>
<td>$21,458</td>
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<tr>
<td>Congregate Meals</td>
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<td>93.045</td>
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<td>$52,298</td>
</tr>
<tr>
<td></td>
<td>NSIP**</td>
<td>93.053</td>
<td>$6,638</td>
<td>$134</td>
<td>$6,772</td>
</tr>
<tr>
<td>Home Delivered Meals</td>
<td>IIIC-2</td>
<td>93.045</td>
<td>$63,966</td>
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<td>$63,966</td>
</tr>
<tr>
<td></td>
<td>SHDM</td>
<td></td>
<td>$61,000</td>
<td></td>
<td>$61,000</td>
</tr>
<tr>
<td></td>
<td>NSIP**</td>
<td>93.053</td>
<td>$17,541</td>
<td>$355</td>
<td>$17,896</td>
</tr>
<tr>
<td>Total Funding</td>
<td></td>
<td></td>
<td>$324,900</td>
<td>$8,080</td>
<td>$332,980</td>
</tr>
</tbody>
</table>

**The NSIP figures are final for FY 2018.
MEMORANDUM

Date: October 1, 2018
To: AAAWM PoS Partner
From: Kendall Banks Care Management Services Network Administrator
Area Agency on Aging of Western MI
RE: AAAWM PoS Agreement

Enclosed you will find two (2) copies each of the AAAWM PoS Agreement and Business Associate Agreement. This Amendment reflects some unit rate increases for Care Management and MI Choice Waiver funded services. If your Agreement included the Homemaker S5130 and Personal Care T1019 codes you will no longer see them listed as they were combined into Community Living Supports (CLS) H2015. Combining the two codes (Homemaker and Personal Care) into Community Living Supports means there is now only one rate.

The effective date for the unit rate increases is October 1, 2018. Please sign both copies of the Purchase of Service Agreement and Business Associate Agreement. Return ONE of each in the included self-addressed, stamped envelope before 5:00 pm on October 19, 2018 in order for your billing submissions to be processed and paid without interruption.

Please contact me at Kendallb@aaawm.org, or 616-988-5096, with any questions.
AREA AGENCY ON AGING OF WESTERN MICHIGAN
PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (this “Agreement”) is made as of Oct 1, 2018 between the Area Agency on Aging of Western Michigan, Inc., a Michigan nonprofit corporation, whose address is 3215 Eaglecrest Dr. NE, Grand Rapids, Michigan 49525-7005 (“AAA WM”), and Osceola County via the Commission on Aging whose address is 732 W. U.S. 10 P.O. Box 594 Evart, MI 49631 (“Partner”).

1. Acknowledged Facts. AAA WM has entered into a contract with the Michigan Department of Health and Human Services, (MDHHS), the Aging and Adult Services Agency (AASA) and the Veterans Health Administration to provide Care Management - MI Choice Medicaid Waiver Program services (CM/ WA). The goal of CM/WA is to assist frail elderly persons and disabled adults in obtaining services that will allow them to remain at home. AAA WM has entered into an Agreement with the County of Kent to administer senior millage funds (KCSM). One of the techniques used by CM/WA and KCSM is Direct Purchase of Services, as required in the client's care plan. Partner is in the business of providing in home and/or supportive services. Accordingly, it has significant expertise and ability to provide services required by CM/WA clients. AAA WM desires to refer clients to Partner for their care needs. These services will assist AAA WM to accomplish a number of service activities set forth in the AAA WM Area Plan.

2. Term of Agreement. The term of this Agreement shall begin on Oct 1, 2018 and shall continue indefinitely until amended or terminated in accordance with its terms.

3. Scope of Services. Upon request from AAA WM, Partner shall, in a manner consistent with the terms and conditions of this Agreement, provide clients with the home and/or supportive services set forth in the attached Attachment I at the applicable price for each service specified in Attachment I.

4. AAA WM Responsibilities.

(a) AAA WM will assess the Partner's performance and provide written feedback, as deemed by AAA WM to be appropriate, during the term of this Agreement. The assessment may, as determined by AAA WM, include reviewing a random sample of client files for those clients referred by AAA WM to the Partner, personnel records, and other agency records.

(b) AAA WM will pay the Partner for services provided under this contract within 30 days after approval of Partner's bill by AAA WM.

(c) AAA WM will include Partner in its listing of approved service Partners.

(d) AAA WM will provide electronic and/or written verification for services requested. AAA WM shall determine the care plan to be followed by Partner and monitor care plan adherence on an individual client basis. Service verifications sent from AAA WM shall be the primary document for establishing specific service requirements. AAA WM retains the exclusive authority to determine, at its own discretion, the time, frequency and use of Partner’s services, if any. Partner further understands and agrees that AAA WM is not required by the terms herein set forth to use the services of Partner.

(e) AAA WM shall obtain the consent of the client for services.

(f) AAA WM shall provide Care Management clients with the opportunity to contribute toward the cost of the service.
5. **Partner Responsibilities.**

(a) Partner shall comply fully with all applicable state and local licensure requirements.

(b) As and when instructed by AAAWM, Partner agrees to provide the services listed in Attachment I, at the prices and in the geographical areas specified in Attachment I.

(c) Partner shall be responsible for meeting all AAAWM service standards and personnel qualifications, as provided in Attachment II, Conditions of Participation, and AAAWM Service Standards. Non-compliance with standards shall result in removal of Partner from approved service Partner list and may, at AAAWM’s option, result in termination of this Agreement.

(d) Partner shall be responsible for providing services as ordered in each electronic and/or written request for services. AAAWM shall not be liable for the cost of any goods or services not specifically requested in writing to the Partner.

(e) Partner shall notify AAAWM immediately in writing if, for any reason, it will be unable to continue to provide the quality or quantity of services that it is currently providing.

(f) Partner agrees to provide all services under this Agreement to all individuals referred by AAAWM, as staffing allows.

(g) The following individual shall be AAAWM’s contact at Partner with regard to all matters relating to this Agreement. In the event it shall become necessary to appoint a replacement contact person for any reason whatsoever, Partner shall promptly give AAAWM notice of such change and the contact information for the replacement contact person.

(h) Partner agrees to allow AAAWM access to reports and records noted in this Agreement for purpose of assessment. Assessments may be conducted by AAAWM at the Partner’s agency to evaluate compliance with this Agreement, applicable standards and applicable laws and regulations.

(i) Provide a Community Health Automated Medicaid Processing System (CHAMPS) Provider ID to our agency at COS@aaawm.org.

**NOTE:** We are still actively working to determine if you already have a CHAMPS Provider ID and what the process is for obtaining one from the Michigan Department of Health and Human Services (MDHHS).

6. **Termination**

(a) This Agreement may be terminated upon thirty (30) days written notice by either party to the other.

(b) Upon termination of this Agreement, AAAWM shall remove Partner’s name from its list of approved service Partners.

(c) Partner’s obligations under this Agreement are separate from Partner’s obligations to AAAWM clients. Termination of this Agreement shall not relieve Partner from its obligations to
any AAAWM client receiving services at the time of termination.

7. **Hold Harmless.** Partner shall protect, defend, indemnify and hold AAAWM and the Michigan Department of Health and Human Services, and each of their respective officers, directors, agents and employees, harmless from and against all liabilities, damages, costs and expenses (including attorneys’ fees) that either AAAWM or the Michigan Department of Health and Human Services may incur as a result of any of the activities of the Partner, its employees, contractors or agents, arising out of or relating to the Agreement.

8. **Insurance.** At all times during the term of this Agreement, Partner shall maintain such policies of insurance as will fully protect the Partner against any liability imposed upon Partner arising out of the performance of work of any nature carried out by Partner, or anyone directly or indirectly employed by Partner, under this Agreement. Such coverage shall include, as appropriate to the operations of Partner, public liability and property damage insurance, worker’s compensation insurance, facility insurance, unemployment insurance, personal liability insurance, professional liability insurance, bonding insurance, general liability insurance, property and theft coverage insurance, and no-fault vehicle insurance. Upon request, Partner shall promptly provide AAAWM with such evidence of such insurance coverage as AAAWM reasonable deems necessary to ensure Partner’s compliance with this Paragraph 8.

9. **Independent Contractor.**

(a) It is understood and agreed that Partner holds itself out to the general public as a business providing the services described in this agreement. It is expressly understood and agreed that the legal and tax status of the Partner shall be that of independent contractor, and that under no circumstances shall the Partner or the employees of Partner be deemed to be the employees of AAAWM. Upon request, Partner shall fill out and submit to AAAWM an Independent Contractor Statement supplied by AAAWM.

(b) Partner shall retain its business organization status, i.e., private for profit corporation, private non-profit business corporation, governmental affiliation, partnership, sole proprietor, etc., throughout the term of this Agreement and shall immediately notify AAAWM of any change in its business status, or business office address during the term of this Agreement.

(c) Partner assumes full responsibility for payment of all withholding tax, social security tax, unemployment tax or any payroll deductions required by law for individuals who perform services for, or on behalf of, the Partner pursuant to this Agreement.

10. **Subcontracts.** Partner shall not assign this Agreement or enter into subcontracts with additional parties without obtaining prior written approval of AAAWM. Assignees or subcontractors shall be subject to all conditions and provisions of this Agreement; no subcontract may terminate the legal responsibility of AAAWM or the Michigan Department of Health and Human Services to assure that all activities under this Agreement are performed. Partner shall be responsible for the performance of all assignees or subcontractors approved by AAAWM. AAAWM shall have the authority to monitor and assess said subcontractors.

11. **Audit Compliance.**

(a) Partner shall permit AAAWM, Federal, or State auditors to inspect books and records related to this Agreement and Partner shall retain said records for at least six (6) years after the termination of this Agreement.
(b) If, prior to the expiration of the six (6) year retention period, any litigation or audit is begun, or a claim is instituted involving this Agreement covered by the record, the Partner shall retain the records beyond the six (6) year period until the litigation, audit finding, or claim has been finally resolved.

(c) At the request of AAAWM, Partner shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.

(d) AAAWM retains the right to review, approve, and monitor Partner’s compliance with all rules, regulations, and requirements applicable to the waiver program. AAAWM, Michigan Department of Health and Human Services, and Centers for Medicare and Medicaid Services reserve the right, as a condition of funding, to require the development and implementation of corrective action plans if the Partner demonstrates inadequate performance.

12. **Amendments.** Any changes, amendments or modifications to this Agreement will be effective only if set forth in a writing signed by all parties to this Agreement.

13. **Federal Regulations.** Partner will comply with federal regulation 45 CFR Part 76 and certifies to the best of its knowledge and belief that its employees:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 13(b); and

(d) Have not within a 3-year period preceding this agreement had one or more public transaction (federal, state or local) terminated for cause or default.

14. **MI Choice Medicaid Waiver Compliance.**

(a) Partner shall comply with all MI Choice Medicaid Waiver service standards (see Attachment II), including without limitation:

(i) General operating standards for waiver agents and their contracted service Partners;

(ii) General operating standards for MI Choice waiver service Partners; and

(iii) Specific operating standards for MI Choice Waiver service Partners, including service category definitions for the services specified in Attachment II.

(b) Partner must maintain a current copy of the following forms with AAAWM:
(i) Purchase of Service Agreement;
(ii) Medicaid Assistance Partner Enrollment Agreement DCH-1625;
(iii) Assurance of Compliance with Applicable Laws;
(iv) Request for Taxpayer Identification Number and Certification form W-9;
(v) Business Associate Agreement;
(vi) Certificate of Liability Insurance;
(vii) Applicable license or certification as required by service standards;
(viii) Personnel records;
(ix) Staff Development records;
(x) Independent financial audit (if required); and
(xi) Annual internal evaluation (if required).


(a) Partner agrees to bill AAAWM monthly within 15 days following the last date of service/delivery in a month.

(b) AAAWM shall not be charged for services not authorized on service verification.

(c) Partner shall not charge for services not delivered or provided.

(d) If payment is made to Partner by AAAWM for services not performed or for overcharges for services, AAAWM reserves the right to require reimbursement of those funds from Partner.

(e) AAAWM shall not accept bills that are more than 60 days old.
15. **Attachments.** The following attachments are incorporated into, and made a part of, this Agreement:

Attachment I – List of services, price list and geographic area served

Attachment II – Conditions of Participation and Minimum Service Standards

Attachment III- Full Conviction Employment Ban Chart

The parties execute this Agreement as of the date first written above.

By _______________________________          DATE _______________________________
Authorized Signature

Printed Name

By _______________________________          DATE 9/25/18
Area Agency on Aging of Western MI, Inc.
Jackie O’Connor, Executive Director
### I. Service and Bidding Information

**Name of Applicant:** Osceola County via the Commission on Aging

**Billing Type/Benefit Type**

#### Care Management/Community Based

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<th>Services</th>
<th>Abbr Code</th>
<th>Billing Code</th>
<th>Cost / Unit</th>
<th>Cost Details</th>
<th>Boundaries Specifics</th>
<th>Counties Served</th>
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#### Waiver/Community Based

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<th>Boundaries Specifics</th>
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CONDITIONS OF PARTICIPATION
Care Management and MI CHOICE Long Term Care Waiver Programs

CONDITIONS SUMMARIZED

Condition 1. Agency Structure

The Partner must be a formally organized business or service agency that is operating in the community at the point of application.

Condition 2. Physical Facility

The Partner must have a physical facility from which to conduct business.

Condition 3. Administrative Policies

The Partner must have written procedures supporting the operation of business and service.

Condition 4. Personnel Policies

The Partner must have written personnel policies that support personnel practices.

Condition 5. Service Delivery

The Partner must deliver services in compliance with service specification(s) and in accordance with the plan designed and authorized by the Care Management/Waiver Program.

Condition 6. Compliance

The Partner must comply with all contract requirements, Conditions of Participation, relevant service standards and monitoring and reporting requirements of the Area Agency on Aging of Western Michigan (AAAWM) Care Management/Waiver Programs.
CONDITION 1. AGENCY STRUCTURE

The Partner must be a formally organized business or service agency that is operating in the community at the point of application.

Required Elements:

1.1 The Partner must disclose ownership and have a written statement defining the purpose of their business or service agency.

1.2 The Partner must have a written statement of policies and directives or bylaws or articles of incorporation.

1.3 The Partner must have a written table of organization that clearly defines lines of administrative authority and responsibility to the direct care level.*

1.4 The Partner must not operate the business in violation of any applicable Federal, State, and Local laws.

1.4a The Partner must have a written statement supporting compliance with non-discrimination laws, federal wage and hour laws and Workers' Compensation Laws in the recruitment and employment of individuals.

1.4b The Partner must operate in compliance with Michigan Department of Consumer and Industry Services, Bureau of Safety and Regulation, Division of Occupational Health requirements for policy and procedure enforcement for occupational exposure to Tuberculosis (TB) (P.A. 154 of 1974, Occupational Health Directive No. 96-9, OH-151 (12-96),

1.4c The State of Michigan prohibits the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the Partner’s workplace.

1.4d The Partner must operate in compliance with the Americans with Disabilities Act (PL 101-136).

1.5 The State of Michigan prohibits the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the Partner’s workplace.

1.6 The Partner must operate in compliance with the Americans with Disabilities Act (PL 101-136).

*Not applicable to self employed individuals.
CONDITION 2. PHYSICAL FACILITY

The Partner must have a physical facility from which to conduct business.

Required Elements:

2.1 The Partner must have a telephone to receive orders for service.

2.2 The Partner must designate and utilize a locked storage space for the maintenance of all Care Management/Waiver Program participant records.

CONDITION 3. ADMINISTRATIVE POLICIES

The Partner must have written procedures supporting the operation of business and service.

Required Elements:

3.1 The Partner must have a system to document services delivered and billed.

3.2 The Partner must have sufficient insurance to indemnify loss of federal, state and local resources, due to casualty or fraud, and to cover the fair market value of the asset at the time of loss.

Insurance coverage required for each program are:
   a. Worker’s compensation
   b. Unemployment
   c. Property and theft coverage
   d. Fidelity bonding (for persons handling cash)
   e. No-fault vehicle insurance (for agency owned vehicles)
   f. General liability and hazard insurance (including facilities coverage)

The following insurance policies are recommended for additional agency protection:
   a. Insurance to protect the waiver agency or direct service Partner from claims against waiver agency or direct service Partner drivers and/or passengers
   b. Professional liability (both individual and corporate)
   c. Umbrella liability
   d. Errors and Omission Insurance for Board members and officers
   e. Special multi-peril

3.3 The Partner must have a written procedure for reporting and documenting
all incidents which affect a participant’s physical or emotional well being.

3.3 a The Partner shall be prepared to bring to the attention of appropriate officials for follow up, conditions or circumstances which place the participant, or the household of the participant, in imminent danger.

3.3 b The Partner shall be prepared to make arrangements for the availability of services to participants in weather related emergencies, as appropriate.

3.4 The Partner must notify the Care Management/Wavier Programs Administrative Agency within one business day of any Critical Incidents and document the notification. A “Critical Incident” is defined specifically as any actual, alleged, or suspected event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a MI Choice Waiver participant.

3.5 The Partner must evaluate the occupational exposure of employees to blood or other potentially infectious materials that may result from the employee’s performance of duties. The Partner must establish the following:

3.5 a. Appropriate universal precautions based upon the potential exposure to blood or infectious materials.

3.5 b. An exposure control plan which complies with Federal regulations implementing the Occupation Safety and Health Act (OSHA).

3.6 The Partner must maintain comprehensive and complete participant records. Please refer to the Minimum Operating Standards and Definitions for each service. Files shall be made available to authorized representatives of AAAWM, the State of Michigan, and or the Centers for Medicare and Medicaid Services. At a minimum the client records shall contain:

3.6 a A copy of the Care Management/Waiver assessment.

3.6 b A copy of the participant approved Confirmation of Purchased Services Form and corresponding service adjustments.

3.6 c Partner must specifically identify participants being serviced through the Purchase of Service Agreement with AAAWM and have a separate audit trail from other business activities. Records must contain a listing of all contacts (dates of services) paid for with
AAAWM funds and the units of services provided to participants.

3.6 d Separate and specific notes in response to participant, family, and other contacts pertaining to the agency’s provision of service to each participant.

3.6 e A record of release of any personal information about the participant and/or a copy of a signed release of information form.

3.7 The Partner must maintain signed and dated documentation of each participant contact within the participant record. Documentation of services provided in the home must include start and stop times.

3.8 Contracted Partners must keep all participant records (written, electronic, or other) confidential and in controlled access files for at least six years following the date of participant service termination.

3.9 Partner will refer all requests made to Waiver participants for release of information to the participants Care Manager for determination that the release is appropriate and acceptable to the participant. Partner shall then secure the appropriate release.

3.10 Partners who will be providing participant services on a basis of more than five days per week, and/or evenings or overnight must arrange to have available for 24 hour reference one or more qualified professionals for the purpose of supervision, problem solving and back-up.

3.11 The Partner must notify each participant, in writing, at the time services is initiated of his or her right to comment about service provision or appeal the termination of services. Such notice must advise the participant that he/she may file complaints of discrimination with the service Partner, Area Agency on Aging of Western Michigan, Department of Health and Human Services Office of Civil Rights, or the Michigan Department of Civil Rights.

3.12 The Partner must establish a written termination policy that documents the reason for the termination of the participant’s services.

CONDITION 4. PERSONNEL POLICIES

The Partner must have written personnel policies that support personnel practices.

Required Elements:
4.1 The Partner must have written job descriptions or statements of job responsibilities which include qualifications (as applicable to service) for each position category involved in the direct delivery of services.

4.2 The Partner must have a written policy to conduct and document performance appraisals for all individuals involved in the direct delivery of services.*

4.3 The Partner must have documentation signed and dated by the staff member which indicates completion of an orientation prior to servicing a Care Management/Waiver Program participant which includes:

4.3 a. The Partner's purpose, policies and procedures including but not limited to:
   1. Employee position description/expectations
   2. Agency personnel policies
   3. Reporting procedures and policies
   4. Agency organizational chart
   5. Lines of communication

4.3 b. Training which includes at a minimum, the following topics:
   1. Introduction to the MI Choice waiver
   2. Maintenance of records and files (as appropriate)
   3. Emergency procedures
   4. Assessment and observation skills; and
   5. Ethics, specifically;
      a. Acceptable work ethics
      b. Honoring the MI Choice participant's dignity
      c. Respect of the MI Choice participant and their property
      d. Prevention of theft of the MI Choice participant's belongings

4.4 The Partner must have a written policy to assure that all participant information, whether written, oral, or electronic, remains confidential.

4.5 The Partner must have a written procedure defining the process by which a staff member can register a complaint or grievance.

4.6 The Partner must maintain a personnel file on every staff member (including volunteers and contract workers) who provides service.
   This file must include: *
   4.6 a A resume or application for employment that includes work history.
   4.6 b Documentation of Partner attempts to confirm employee previous
work experience, training and employment.
4.6 c Written verification of all required licensure/certification.
4.6 d A copy of annual performance appraisals signed by the staff member.

4.7 Each Partner staff person, paid or volunteer who enters a participant's home shall display proper agency picture identification.

4.8 Each program must require and thoroughly check references of paid staff that will be entering a participant's home. Documentation is to include successful and unsuccessful attempts to check references.

4.9 Each program must conduct a criminal history screening through the Michigan State Police for any individual providing a direct or indirect program service to program participants. Criminal history screenings must be performed no less than every three years for each individual.

**Mandatory Exclusions:** Partners (any individual or entity) MUST be screened for and, as required by the State of Michigan, MUST disclose the following excludable convictions. Any applicant or Partner found to meet one of these four categories is prohibited from participating as a service Partner. The mandatory exclusion categories are:

1. Any criminal convictions related to the delivery of an item or service under Medicare (Title XVIII), Medicaid (Title XIX) or other state health care programs (e.g., Children's Special Health Care Services, Healthy Kids), (Title V, Title XX, and Title XXI)
2. Any criminal convictions under federal or state law, relating to neglect or abuse of patients in connection with the delivery of a health care item or service
3. Felony convictions **occurring after August 21, 1996**, relating to an offense, under federal or state law, in connection with the delivery of health care items or services or with respect to any act or omission in a health care program (other than those included in number 1 above) operated by or financed in whole or in part by any federal, state, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct
4. Felony convictions **occurring after August 21, 1996**, under federal or state law, related to unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

4.10 Both volunteer and paid staff of adult day health, in-home care, and home
delivered meal Partners must receive in-service training at least twice each fiscal year which is specifically designed to increase their knowledge and understanding of the program and participant and to improve their skills at tasks performed in the provision of service. Comprehensive records identifying dates of training and topics covered are to be maintained in each employee’s personnel file. An individualized in-service training plan should be developed for each staff person when performance evaluation indicates a need.

4.11 No paid or volunteer staff person may solicit contributions from participants, offer for sale any type of merchandise or service, or seek to encourage the acceptance of any particular belief or philosophy by any participant.

4.12 The Partner must have procedures in place for obtaining participant signatures on the time sheet upon completion of service rendered (or similar document) of direct care workers to verify that the worker provided the services ordered by Area Agency on Aging of Western Michigan.

4.13 The Partner must establish a policy in place prohibiting direct care workers from smoking in participant homes.

4.14 The Partner must assure Area Agency on Aging of Western Michigan that all direct services workers will demonstrate ability to speak, read and write in English.

4.15 The Partner must establish a policy prohibiting direct care workers from threatening or coercing the participants in any way. Failure to establish this policy and meeting this standard is grounds for immediate termination of the contract and notification of the proper authorities.

4.16 The Partner must provide a safe and secure work environment for employees, participants, and volunteers that encourage mutual dignity and respect. The work environment should be free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual’s sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated. There is zero tolerance of any actions suggesting or displaying threats, intimidation, harassment, and aggressive, assaultive or violent behaviors. This includes actions/behaviors displayed on or off agency premises or in a participant’s living environment.
* Not applicable to self employed individual.

**CONDITION 5. SERVICE DELIVERY**

The Partner must deliver services in compliance with services specifications and in accordance with the plan designed and authorized by the Care Management and MI CHOICE Long Term Care Programs.

**Required Elements:**

5.1 The Partner must acknowledge acceptance of participant referral for consideration of service, within one (1) working day of the Care Management/Wavier Program request via Vendor View, a secure internet notification system. Notices and messages must be read and then archived in the Vendor View software system within one (1) business day after it was generated in order to acknowledge receipt of the change in services. Failure to view and archive notices may place the health and welfare of program participants at risk and can result in the termination of a Partner PoS Agreement.

5.2 The Partner must initiate services based on verbal service and/or equipment orders. Such verbal requests will be confirmed in writing by the Care Management/Wavier Program staff.

5.3 The Partner must collaborate with the Care Management/Wavier Program regarding issues of service delivery and participant status. The Partner must immediately notify the Care Management/Wavier Program staff of the following; change in participant status, change in participant location, and participant admission to an institution.

5.4 The Partner must designate a contact person with whom Long Term Care Program staff can discuss work orders and service delivery schedules or problems.

5.5 The Partner must not increase or decrease units of participant service or change a schedule without prior approval by Care Management/Wavier Program staff. Increases without prior authorization shall not be reimbursed by AAAWM/State of Michigan, nor be billable to the participant.

5.6 The Partner must make all reasonable efforts to deliver services as authorized (See Service Need Level System).

5.6 a. In the event of a staff member absence the Partner must furnish a
substitute to deliver the services as authorized by the Care Management/Waiver Program.

5.6 b. In the event services cannot be delivered as authorized, Partner shall notify Care Management/Waiver Program staff of the following information; participant name, reason service cannot be delivered, and if subsequent service orders will be affected.

5.6 c. In situations of potential participant and/or Partner staff jeopardy, the Partner must participate in Care Management/Waiver Program problem resolution to promote continuing service delivery.

5.6 d. Services ordered may not be subcontracted to another entity without prior authorization by AAAWM.

5.6 e. Partner must provide notice a minimum of seven (7) days prior to terminating services for a participant except in situations of staff jeopardy. If participant is categorized as Service Need Level 1 (A,B or C), notice must be provided a minimum of fourteen (14) days prior to termination of services in all situations.

5.7 The Partner must maintain documentation as required by the relevant Service Standards.

5.8 Under Federal Rules of Participation for the Waiver Program, a Partner cannot be reimbursed for time spent traveling to a participant's home if no service is provided.

5.9 Services to be provided under AAAWM Purchase of Service Agreement must not duplicate services available under Medicare, Medicaid or other third party resources for which the Partner may be enrolled.

5.10 The Partner shall avoid any duplication of Area Agency on Aging of Western Michigan participant assessment to the maximum extent possible. Partners may accept assessments conducted by Area Agency on Aging of Western Michigan and initiate services without having to conduct separate assessment.

5.11 Each in-home care program shall employ a registered nurse (RN) who supervises program staff and is available to staff when they are in a participant's home. Documented RN supervisory visits that, 1) assess caregiver skills, and 2) obtain direct participant feedback, shall be performed no less than twice annually.

5.12 Each in-home care program shall establish written procedures to govern administration of medications which includes at a minimum:
5.12a. Who is authorized to assist participants in taking their prescription(s) or over the counter medications and under what conditions such assistance may take place.
5.12b. Verification of prescriptions and dosages. All medications shall be maintained in their original, labeled containers.
5.12c. Instructions for entering medication information in participant files.

CONDITION 6. COMPLIANCE

The Partner must comply with all contract requirements, conditions of participation, relevant service standards and monitoring and reporting requirements of the Waiver Programs.

Required Elements:

6.1 The Partner must furnish documentation demonstrating that all requirements outlined in the applicable service standards have been met.

6.2 The Partner must allow authorized representatives of AAAWM Care Management/MiChoice Programs, the State of Michigan and Health Care Financing Administration, access to the Partner facility and full access to policies and procedures, records and other documents related to the provision of service to Care Management/Waiver Program participants. The Partner must cooperate with said representatives in periodic reviews.

6.3 The services Partners must successfully maintain Waiver Program Certification and Medicaid Partner Enrollment.

6.3 a The Partner must complete a Michigan Medicaid Partner Enrollment Agreement to be maintained on file at AAAWM.

6.3 b The Partner must sign a Purchase of Service Agreement with AAAWM.

6.3 c The Partner must agree to receive reimbursement for services rendered at the unit rate agreed upon with AAAWM as payment in full.

6.4 The Partner must bill, by date of service, on a monthly basis for only those units of service authorized and delivered and have dated documentation, *(signed by the participant upon completion of service rendered)* for each unit of service delivered. Bills must include participant ID number, date of service, units of service, type of service and unit cost. Participants must not be asked to sign blank time sheets.
6.5 The Partner must submit and/or resubmit all invoices for services on within the month following service delivery. Re-bills, or billing corrections, must be submitted in the month following the initial billing submission. Bills submitted more than six (6) months after the month in which service was provided will not be accepted or considered for payment. Fiscal year end bills for services provided between April 1 and September 30 will not be accepted or considered for payment if received after 45 calendar days following the fiscal year end (September 30). All invoices must be received by Area Agency on Aging of Western Michigan by November 15 following the fiscal year end.

6.6 The Partner must not bill any Care Management/Waiver participant for services delivered OR solicit a participant for contribution or donation.

6.7 The Partner recognizes that the MiChoice Program will assume responsibility for determining participant eligibility.

6.8 The Partner certifies that it has not been suspended or debarred by the United States Government from receiving federal funds.

*(signed by the participant): Not applicable to Home Delivered Meals, Personal Emergency Response Systems, and Durable Medical Equipment and supplies.
<table>
<thead>
<tr>
<th>Length of Time Barred from Working</th>
<th>Types of Conviction</th>
</tr>
</thead>
</table>
| **Lifetime Ban**                  | * Felony related to manufacture, distribution, prescription or dispensing of a controlled substance. (Felony must have occurred after August 21, 1996)  
* Felony or misdemeanor related to delivery of item or service under any state or federally funded health care program.  
* Felony of health care fraud (Felony must have occurred after August 21, 1996).  
* Felony or misdemeanor patient abuse.  
Felony for abuse, neglect, assault, battery, criminal sexual conduct (1st, 2nd, or 3rd degree), fraud or theft against a minor or vulnerable adult.  
More than one felony conviction  
Felony involving cruelty or torture. |
| **Fifteen Years After Completion of Parole or Probation** | Felonies involving the use of a firearm or dangerous weapon.  
Felonies involving cruelty or torture  
Any conviction relating to the abuse of or fraud against a vulnerable adult.  
Felonies involving abuse or neglect  
Felonies involving criminal sexual conduct  
Felonies involving the diversion or adulteration of a prescription drug or other medications.  
Felonies involving the use or threat of violence. |
| **Ten Years After Completion of Parole or Probation** | Any other felony. |
| **Ten Years From the Date of Conviction** | Misdemeanors involving the use or threat of violence.  
Misdemeanors involving the use of a firearm or dangerous weapon.  
Misdemeanors involving abuse or neglect.  
Misdemeanor related to delivery of item or service under any state or federally funded medical insurance program.  
Misdemeanor related to submission of falsified records or reports to a state licensing authority or the interference of an individual attempting to submit a report to a state licensing authority.  
Misdemeanor involving cruelty or torture.  
Misdemeanor criminal sexual conduct (4th degree) |
| **Five Years From the Date of Conviction** | Misdemeanor cruelty if committed by an individual who is less than 16 years of age  
Misdemeanor home invasion  
Misdemeanor embezzlement  
Misdemeanor negligent homicide  
Misdemeanor involving a moving violation that causes serious impairment of a body function to another person  
Misdemeanor larceny  
Misdemeanor second degree retail fraud  
Any other misdemeanor involving assault, fraud, theft, or possession or delivery of a controlled substance. |
| **Three Years From the Date of Conviction** | Misdemeanor assault without use of firearm or dangerous weapon and no intent to commit murder or inflict great bodily injury  
Misdemeanor third degree retail fraud.  
Misdemeanor involving the creation, delivery, or possession with intent to manufacture or deliver a controlled substance. |
| **One Year from the Date of Conviction** | Misdemeanor involving the creation, delivery, or possession with intent to manufacture or deliver a controlled substance if committed by an individual who is less than 18 years of age. |
"Convictions" Defined

For convictions requiring a lifetime ban and that are marked with an asterisk (*), a conviction is defined as:

1. when a judgment of conviction has been entered against the individual or entity by a Federal, State, or local court, regardless of whether there is an appeal pending or whether the judgment of conviction or other record
2. when there has been a finding of guilt against the individual or entity by a Federal, State, or local court;
3. when a plea of guilty or nolo contendere by the individual or entity has been accepted by a Federal, State, or local court; or
4. when the individual or entity has entered into participation in a first offender, deferred adjudication, or other arrangement or program where judgment of conviction has been withheld.

What this means:
If an individual or entity was convicted of one of the above described offenses, and that conviction appears on their record at the time of their criminal background check, a permanent exclusion is required under this Federal law. There are no exceptions. Regardless of whether the judgment was deferred, the sentence was delayed, or the case was even subsequently dismissed or expunged following the individual's background check, a permanent exclusion is required.

For all other convictions not marked with an asterisk (*), a conviction is defined as:

1. a final conviction,
2. the payment of a fine,
3. a plea of guilty or nolo contendere (no contest) if accepted by the court, or
4. a finding of guilt for a criminal law violation or a juvenile adjudication or disposition by the juvenile division of probate court or family division of circuit court for a violation theft if committed by an adult would be a

What this means:
Regardless of the status of the case (delayed sentence, deferred judgment or adjudication, etc.), if it is a public case, it is considered to be a conviction if one of the above criteria is met. If the case is subsequently dismissed or expunged, it is the excluded individual's responsibility to submit documentation supporting the current disposition of case.
AREA AGENCY ON AGING OF WESTERN MICHIGAN
MI-CHOICE MEDICAID WAIVER: RESIDENTIAL SERVICES
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into between the Area Agency on Aging of Western Michigan, Inc. (AAAWM) ("Covered Entity") located at 3215 Eaglecrest Dr NE, Grand Rapids, MI 49525, and Osceola County via the Commission on Aging ("Business Associate") located at 732 W. U.S. 10 P.O. Box 594, Evart, MI 49631 to facilitate compliance with the Privacy and Security Rules. It is also being entered into between the parties to facilitate compliance with the HITECH Amendment to HIPAA. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

Article 1

Definitions

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the Privacy Rule.

1.1 Business Associate

"Business Associate" means a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information on behalf of, or provides services to, a covered entity. The Omnibus Final Rule also defines the term "Business Associate" is that a business associate includes a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate." § 160.103.

1.2 CFR

"CFR" means the Code of Federal Regulations.

1.3 Covered Entity

"Covered Entity" means the Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan nonprofit corporation.

1.4 Designated Record Set

"Designated Record Set" has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

1.5 Electronic Health Record
“Electronic Health Record” (EHR) means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.6 **HIPAA**

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

1.7 **HITECH Amendment**

“HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.7.1 **OMNIBUS Final Rule**

“Omnibus Final Rule” means the changes to HIPAA made by the Department of Health and Human Services (DHHS) 45 CFR parts 160 and 164.

1.8 **Individual**

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.9 **Privacy Rule**

“Privacy Rule” means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.10 **Protected Health Information (PHI)**

“Protected Health Information” has the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.11 **Required By Law**

“Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

1.12 **Secretary**

“Secretary” means the Secretary of the Department of Health and Human Services or his designee.
1.13 **Security Incident**

"Security Incident" has the same meaning as the term "Security Incident" in 45 CFR 164.304.

1.14 **Security Rule**

"Security Rule" shall mean the security standards and implementation specifications at 45 CFR Part 160 and Part 164, subpart C.

**Article 2**

**Obligations and Activities of Business Associate**

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that pursuant to the HITECH Amendment and Omnibus Final Rule, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment and Omnibus Final Rule, including, but not limited to, the following: Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer, Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules, Business Associates shall train its workforce regarding the Privacy and Security Rules, Business Associate shall enter into a privacy/security agreement with Covered Entity, Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI, and Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate shall implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Rule.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.
In addition, Business Associate agrees to the following in connection with the breach notification requirements of the HITECH Amendment and Omnibus Final Rule:

(aaaaaaaa) If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured PHI has been or it has reasonably believed to have been breached and any other available information in Business Associate’s possession which the Plan is required to include in the individual notice contemplated by 45 CFR 164.404.

(bbbbbbbb) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(cecececece) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity. Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Again, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(ddddddd) Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that the Plan may report breaches to the Secretary in accordance with 45 CFR 164.408.

2.6 Business Associate agrees to ensure that any agent, including the subcontractor, to whom it provides Protected Health Information received from, or created, or transmitted or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor
agrees to implement reasonable and appropriate safeguards to protect Covered Entity’s electronic PHI.

2.7 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.8 Business Associate agrees to make any amendment(s) to Protected Health information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526 at the written request of Covered Entity or an Individual.

2.9 Following receipt of a written request by Covered Entity, Business Associate agrees to make internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity reasonably available to the Secretary for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.

2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, or effective as of such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

2.11 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, or effective as of such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

Article 3

Permitted Uses and Disclosures by Business Associate

3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment,
treatment or health care operations as those terms are defined in the Privacy Rule, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State Authorities, consistent with 45 CFR 164.502(j)(1).

Article 4

Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate’s use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of Protected Health Information.
Article 5

Term and Termination

5.1 Term

The term of this Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2 Termination for Cause

Upon either party’s knowledge of a material breach of this Agreement by the other party (the “breaching party”), the first party shall either:

Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within a reasonable time, as specified by the first party;

Immediately terminate this Agreement if the breaching party has breached a material term of this Agreement and cure is not possible; or

If neither termination nor cure are feasible, the first party shall report the violation to the Secretary.

5.3 Effect of Termination

Except as provided in subparagraph (b), upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information, which shall be for a period of at least six years.
Article 6

Miscellaneous

6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Covered Entity:

Area Agency on Aging of Western Michigan, Inc.
Contact Person: HIPAA Privacy Officer – Suzanne Filby-Clark
3215 Eaglecrest Dr NE
Grand Rapids, MI 49525

Business Associate: Osceola County via the Commission on Aging
(Business Name)

Contact Person: ______________________________
______________________________
______________________________

6.2 Regulatory References

A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

6.3 Amendment

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the privacy and security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4 Survival

The respective rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.5 Interpretation

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Rule.
6.6 **Successors**

This Agreement is binding on each party's legal successors.

6.7 **Indemnification**

Business Associate agrees to indemnify and hold harmless Covered Entity and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorney's fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

Covered Entity agrees to indemnify and hold harmless Business Associate and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorney's fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Covered Entity, or agents of Covered Entity, in violation of this Agreement.

6.8 **No Beneficiaries**

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

Area Agency on Aging of Western Michigan, Inc.  
(Covered Entity)

By [Signature] Dated: 9-20-18

Jackie O'Connor, Executive Director

And

Facility/Corporation (Business Associate)

By [Signature] Dated: 

Title: ________________________________
HIPPA COVERED ENTITY STATEMENT

As a Covered Entity under the Health Insurance Portability and Accountability Act of 1996, ________________ is not obligated to sign a Business Associate Agreement. We are returning your form. We certify that we are in compliance with the HIPAA Privacy Rule and are subject to its compliance requirements, enforcement and penalties. We do not use or disclose Protected Health Information except as permitted or required under HIPAA regulations.

Authorized Signature

Date

Printed Name/title:

for: ___

Date
RISK AVOIDANCE PROGRAM (RAP)
CERTIFICATION AND ACCREDITATION PROGRAM (CAP)
APPLICATION

Project Name: Video Laryngoscopy

Applicant Member/Municipality: Osceola County

Department Involved: Emergency Medical Services

Address: 301 W Upton Ave

Project Contact: Shane Helmer

Phone: 231-832-6152 E-mail: shelmer@oc-ems.com

*MMRMA will email confirmation of receipt and date of application review. If you do not receive this information, please check with MMRMA to ensure your application was received.

Alternate Contact (If Any): Jeremy Beebe

Phone: 231-832-6152 E-mail: jbeebe@oc-ems.com

MMRMA Member Representative: Susan Vander Pol

Project Start: 11-01-2018 Project End: 12-31-2018

Provide a description of project (if necessary attach separate pages):

This project will be introducing Video Laryngoscopy to the EMS field of operations. This project will accomplish 2 primary objectives. First objective is to provide additional equipment to reduce the number of missed intubation's or esophageal intubation's in the field setting. Second objective will provide better ability for airway management with difficult airways to help reduce the aspiration possibilities of a patient in need of a advanced airway which reduces the liability for causation of further medical harm due to aspiration. This project will provide for a King Vision Video Laryngoscope in all EMS units. This will also provide training required for proficient use of the video Laryngoscope prior to its implementation. This project will provide for reduced liability for esophageal intubation and for aspiration protection on difficult airway management of patients.
Identify the risk exposure that is to be mitigated and provide additional data (loss runs, claims, incident reports, other) to document the problem.

Risk exposure to the county would be accidental intubation of the esophagus causing hypoxia to the patient as well as extended times of intubation due to difficult airway situations. Statistics show that the reduced time for Video Laryngoscope is around 21 seconds compared to 45-50 sec for Direct Laryngoscope technique. This tool would be help reduce the risk of Esophageal intubation and also reduce the time of the intubation by allowing the members to visually see the airway with the video scope, thus reducing the possibility of a missed intubation or extended hypoxia due to the difficulty of the airway.

The extended time of intubation will also put the risk to the patient due to Hypoxic Brain Injury due to extended intubation times due to the airway being very difficult. In cases of motor vehicle accidents patients are sometimes in positions to where the airway is not able to be seen 100% or able to be intubated due to position of the victim. The Video Laryngoscope would provide the ability for the intubation to occur.

With the infrequent intubation done by paramedics in the field this tool will help provide the needed tools to assist the paramedics in their job of intubation in difficult situations.

What are the project goals and plan of action to resolve the risk exposure?

The plan would be to purchase the Video Laryngoscope and provide training to the paramedics in their use and the best practice situations. This tool would help reduce the incidents of Esophageal intubation or extended intubation times due to "Difficult Airways". The equipment will be for both adult and child. The Video Laryngoscope will provide the paramedic another tool and provide increased success in first attempt intubation. This training and equipment would help increase the first attempt intubation and decrease the liability of increased possibility of damaging the teeth, oral pharynx or the increasing the possibility of Hypoxic Brain injury.
Does the plan duplicate or incorporate previous attempts to solve the problem? (If yes, please explain.)

No

If benefits of the project will aid or involve other departments, members or organizations, please describe (Letters of support are encouraged; please attach.):

NA
List other departments, organizations, or MMRMA members involved (if any):
NA

Additional Information:
None
RAP & CAP GRANT BUDGET WORKSHEET

Total Project Cost: $12,257.04

Other sources contributing funds: (Please list below)
Organization: Osceola County EMS
Amount: $9257.04

Total from other source: $9257.04
(include grant money from other organizations)

RAP FUNDS REQUESTED: $3000.00

1. Supporting documentation including quotes, bids, invoices, meeting minutes, or other information further supporting the budget MUST be attached.

2. Large project funding requests should include an itemized list of budget expenses that cross-reference supporting attachments.

3. MMRMA requires at least 50% contribution by the member municipality (not including funds received from other sources such as community foundations and other grants).

Signature of applicant: [Signature]
Date: 10/01/2018

Print Name (Member Representative): Susan Vander Pol
Title: County Coordinator

Signature (Member Representative): [Signature]
Date: 10-4-18

Submit completed applications to: Cara Kowal, Manager of RM Services
Email: ckowal@mrmra.org
Fax: 734-513-0318
Mail: 14001 Merriman Road
Livonia, MI 48154
Quotation#:

09/28/2018

Account Number: 110116-SHIP001

BILL-TO
OSCEOLA COUNTY EMS
306 N PATTERSON RD
REED CITY, MI 49677-8041
Ship Method: NO FRT
Payment Terms: NET 30

Contact Name
Phone Number

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Quote Total $12,257.04

Comments:

Dan O'Brien
Boundtree | Account Manager-Michigan
5000 Tuttle Crossing Blvd. | Dublin, OH, 43016
Phone: 8102783878 | Fax:
dan.obrien@boundtree.com |

Sales tax will be applied to customers who are not exempt.
Shipping charges will be prepaid and added to the invoice unless otherwise stated.
This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login and add to your shopping cart or call (800) 533-0523
Sewer Cameras
50% up to a maximum of $20,000 in aggregate funding per member. Aggregate limits will be replenished on a 10-year rolling basis. Grants older than 10 years will drop from the aggregate total. Contact Risk Control for additional information.

Member must carry sewer coverage with MMRMA to be eligible for funding. (7/1/16)

Stop Sticks
50% up to a maximum of percentage of fleet units per member with maximum funding of $2,250, regardless of the size or type of unit purchased. Although no price maximum was set, the average cost of a typical tire deflation device is between $400 and $600. (2/17/05)

Taser Alternative Force
$500 per unit. Funding based upon prior review and approval by Senior Risk Control Consultant for Law Enforcement. (8/19/15)

50% for the training suits subject to the discretion and recommendation of the Risk Control Department. (5/22/08)

Thermal Imaging Cameras
50% up to an aggregate maximum of $5,000 per member. (8/14/13)

Vehicle Monitoring Systems
This is a GPS vehicle monitoring system. Vehicles, such as DPS, are outfitted with a signal device that tracks the speed, location, route traveled, specific time, how many times a vehicle was on a certain road, and fuel consumption. This information helps reduce the amount of time the vehicles are on the road and provides documentation to assist the member in defending claims.

1/3 funding up to an aggregate maximum of $20,000. (8/16/17)

Video Arraignment
50% up to $5,000 per member. (7/1/16)

Video Laryngoscope
50% up to $500 per unit with maximum funding of $4,000 per member (8 units). (8/19/15)

Office Safety Plan (Axon/Taser International)
Member electing to purchase a bundle of products (Tasers, body cameras, data storage) under the Officer Safety Plan through Axon can apply for funding using the following formulas to determine cost sharing. (3/7/18)

- Body Cameras – Per unit cost listed on invoice (example: $399), up to a maximum of $499, multiplied by the number of officers/units purchased divided by 50%. ($399 x 10 (units) = $3,990 @ 50% = $1,995)
- Tasers - $500 multiplied by the number of officers/units purchased. ($500 x 10 = $5,000)
- Data Storage – Yearly cost of $480 per officer ($40 per license/month x 12 months) multiplied by the number of officers/licenses purchased divided by 50%. ($480 x 10 = $4,800 @ 50% = $2,400)