COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITEE OF THE WHOLE
AGENDA
Tuesday, October 6, 2015
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 September 15, 2015.
6. Consider Payment of Claims.

7. Old Business:
   A. Discuss Animal Damage Claims – Michelle Kuz.
   B. Update on Audit Contract for 2015 – Susan Vander Pol.
   D. Update on 2016 County’s Budget – Susan Vander Pol:
      1. Review 2016 County Budget Proposal.
      2. Set the Public Hearing Date.
   E. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.
   F. Discuss E.M.S. Northwest Quadrant / Tustin Station.
   G. Discuss Sheriff Office Renovation and Addition.

8. New Business:
   A. Discuss MSU Extension Office Space – Shari Spoelman.
   B. Discuss Final 911 Service Plan Administrative Findings – Laurie Smalla.
   C. Discuss E.M.S. Items – Jeremy Beebe:
      1. Return to Work Policy.
      2. Evart Area Joint Fire Board Lease.
      3. Tustin Fire Board – Storage of Jeep.
   D. Discuss C.O.A. Items – Scott Schryer:
      2. Reliance Community Care Partners Contracts.
      3. Tustin Property Line Trees.
   E. Discuss Signage for CMDHD – Jack Nehmer.
   F. Discuss Propane Tank Set Fees – Susan Vander Pol.

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
September 15, 2015

Meeting was called to order at 9:37 a.m. by Chairman Emig.


Also present: Rosie McKinstry-Equalization Director, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk, and a few members of the public.

Motion by Commissioner Nehmer, supported by Commissioner Tiedt, to approve the agenda as presented. Motion carried.

Brief Public Comment: None.

Employee Comment: Susan Vander Pol, County Coordinator, made a statement on behalf of Russ Wayne, Jail Administrator, who was unable to attend at this time.

Moved by Commissioner Elkins, supported by Commissioner Nehmer, to approve the minutes of September 1, 2015 and September 9, 2015 as presented. Motion carried.

Recommended by Commissioner Tiedt, supported by Commissioner Nehmer, to approve the current claims of the County in the amount of $49,562.01. Recommendation was unanimously supported.

Pine River Schools Reciprocal Use and Improvement Agreement
Susan Vander Pol, County Coordinator, updated the Board on the parking lot issues at the Tustin Meal Site. She spoke about working with the Pine River Schools and the agreement that has been reached to remedy the problem. Discussion was held.

Recommended by Commissioner Gregory, supported by Commissioner Nehmer, to approve the Reciprocal Use and Improvement Agreement with the Pine River Schools pending the letting of bids and filling in the amounts due for the payment shares in accordance with the agreement sections number 3 and 4. Recommendation was unanimously supported.

Discuss Equalization Director's Salary
Rosie McKinstry, Equalization Director, spoke to the Board about the placement of her position in the Wage and Classification study recently completed and the comparables for the same position back to years 2000 and 2008. She also spoke about the competency level as shown in the new study and feels her position has not been placed correctly in the new study results. She spoke about her work history in the job and the certification requirements. Discussion was held.
2016 County Budget Update
Susan Vander Pol, County Coordinator, reported the budget work is progressing.

Sheriff Office Renovation & Addition
Susan Vander Pol, County Coordinator, advised the addition is 99% complete. Renovations in the back part of the department are now moving forward.

E.M.S. Northwest Quadrant/Tustin Station
Susan Vander Pol, County Coordinator, reported the project is moving forward.

Budget Amendments and August Journal Entry Report
Commissioner Tiedt reviewed the budget amendment.

Recommended by Commissioner Tiedt, supported by Commissioner Elkins, to approve the budget amendments and the August Journal Entry report as presented. Recommendation was unanimously supported.

Proposed Relocation of AeroMed Helicopter
Chairman Emig spoke about a recent decision by Spectrum Health to relocate the AeroMed helicopter from Big Rapids to Traverse City. Discussion was held regarding the impact for services for people within Osceola County.

Recommended by Commissioner Wayne, supported by Commissioner Nehmer, to approve the Resolution Requesting Spectrum to Reconsider the Relocation of the AeroMed Helicopter. Recommendation was unanimously supported.

Audit and Janitorial Contracts
Susan Vander Pol, County Coordinator, asked for direction regarding how to proceed with the audit and janitorial contracts. Discussion was held on whether to do RFP's or ask the current providers for a one-year extension of their current contracts. Commissioners requested Susan contact each of the current vendors regarding a possible extension.

Child Care Fund Budget
Susan Vander Pol, County Coordinator, spoke on behalf of Kaye Frederick who was not present. She reported that she was unaware of any significant changes from the previous year's budget.

Recommended by Commissioner Elkins, supported by Commissioner Halladay, to approve the 2015/2016 Child Care Fund Budget and authorize the Chairman to sign. Recommendation was unanimously supported.
Committee Minutes
September 15, 2015

C.O.A. AAAWM 2015/2016 Budget Contracts
Susan Vander Pol, County Coordinator, spoke on behalf of Scott Schryer who was not present.

Recommended by Commissioner Tiedt, supported by Commissioner Gregory, to approve the Area Agency on Aging FY 2016 OAA contract amendment and authorize the Chairman to sign. Recommendation was unanimously supported.

Employee/Board Comments: Chairman Emig advised the Reed City Library met yesterday to discuss their future plans.

Kaye Frederick, Probate/Family Court Administrator, arrived at 10:32 a.m. and spoke about changes coming from the State regarding their programs.

Extended public comment: None.

Moved by Commissioner Wayne, supported by Commissioner Nehmer to adjourn at 10:48 a.m. Motion carried.

Karen J. Bluhm, County Clerk

Larry Emig, Chairman
OSCEOLA COUNTY
ANIMAL CONTROL
PAYMENT VOUCHER

PAY TO: Mr. Scott Henry ______________________________ DATE 9/25/2015
968 120th Avenue  VENDOR tbd
Hersey, MI 49639
517-243-9275

INVOICE #0309-15  INVOICE DATE 9/25/2015

DESCRIPTION OF SERVICES / SUPPLIES:
To reimburse the loss of 12 adult rabbits
death caused by stray dog unable to find dog or it's owner.
dead rabbits were photographed and sent to OCAC
SEE ALSO OCSD report 1670835-15
12 @ $14.00  $168.00  OCSD REPORTED 11 one more was found later.
LESS cost of OCAC investigation 1 hr at $25.30

AMOUNT: $142.70

CHARGE TO: 101-430-960-000
Budget Line Item

Michelle M. Kuz - Director

Signature Authorization

Dead Rabbit photos on file OCAC.
STOCK CLAIM
OSCEOLA COUNTY STATE OF MICHIGAN

On the _____ Day of ______, 20____ on property owned by me, 
________________________ with the address of __________________________ in the 
Township of __________________, located within Osceola County, Michigan report the 
following:

Dog (s) did kill or cause to be killed the following stock or poultry:

Quantity _______ Breed ___________________ Apx age _______
Quantity _______ Breed ___________________ Apx age _______
Quantity _______ Breed ___________________ Apx age _______
Quantity _______ Breed ___________________ Apx age _______
Quantity _______ Breed ___________________ Apx age _______
Quantity _______ Breed ___________________ Apx age _______

Dog owner: (known) Insert name/address here:_________________________
or (unknown)
Claim: (just) (unjust)
Amount of claim: $________________________

Claimant: __________________________

Address if different from above: __________________________

I am not related to the above claimant nor do I have any interest in the above mentioned claim.

I recommend payment of this claim on this day, Date Aug 1, 2015

Investigated by (please print): Vicki Cushman
Title Supervisor
Address and contact number 7523 2 Mile Road
Ezekt, Mich 49631 Phone 231-287-2213
Township Approval Supervisor's Date 8-1-15
Title __________________________ Date __________

Osceola County Animal Control representative __________________________Date __________
EVART TOWNSHIP SUPERVISOR
7523 2 MILE ROAD
EVART, MICHIGAN, 2015
AUGUST 1, 2015

Dear Osceola County Animal Control Director,

As requested I am writing in response to the recent attack of rabbits in Evart Township on April 27, 2015 at the Scott Henry property located at 968 120th Avenue, Hersey Township Michigan.

The assault on the animals that was due to dogs killed a number of rabbits, the Supervisor was aware of the attack on the day the situation occurred. Other animal owners in the surrounding areas were alerted to secure any animals that might be in the vicinity of these dogs.

The pens that the Henrys had were secure standard rabbit structures. The animals were and the remaining animals well cared for.

It is in my opinion compensation is due to Mr Henry to help with the loss and replacement of the rabbits.

Vicki Cushman
Evart Township Supervisor
231-734-6620
OSCEOLA COUNTY
ANIMAL CONTROL
PAYMENT VOUCHER

PAY TO: Ms. Serina Lee
8906 Taylor Dr
Evart, Mi 49631
231349-8309

DATE 9/25/2015

VENDOR tbd

INVOICE # 0430-15

INVOICE DATE 9/25/2015

DESCRIPTION OF SERVICES / SUPPLIES:

To reimburse the loss of 11 adult chickens
Livetrap set for two weeks in attempts to locate dog.
death caused by stray dog unable to find dog or it's owner.
Dead chickens were viewed by Director Kuz
Dog was described as a possible husky mix who had been sited in the area.
11 @ $6.00 $ 66.00
LESS cost of investigation 1 hr at $25.30

AMOUNT: $ 40.70

CHARGE TO: 101-430-960-000
Budget Line Item

Signature Authorization

Michelle M. Kuz - Director
STOCK CLAIM
OSCEOLA COUNTY STATE OF MICHIGAN

On the 27th Day of May 2015 on property owned by Serma Lee with the address of 8906 Taylor Dr in the Township of Osceola located within Osceola County, Michigan report the following:

Dog (s) did kill or cause to be killed the following stock or poultry:

Quantity 1 Breed Chickens Apx age 1yr
Quantity ______ Breed __________________ Apx age ______
Quantity ______ Breed __________________ Apx age ______
Quantity ______ Breed __________________ Apx age ______
Quantity ______ Breed __________________ Apx age ______
Quantity ______ Breed __________________ Apx age ______

Dog owner: (known) Insert name/address here: Unknown or (unknown) Claim: (just) (unjust) Amount of claim: $66.00

Claimant: M. Kuž as investigated

Address if different from above: ________________________________

I am not related to the above claimant nor do I have any interest in the above mentioned claim.

I recommend payment of this claim on this day, Date 9/8/15

Investigated by (please print): Michelle Kuž
Title Director Address and contact number 502 Saddle Road, Cty., MI
Phone 231-832-5790

Township Approval M. Kuž Date 9/8/15
Title Director Date 9/8/15
Osceola County Animal Control representative M. Kuž Date 9/8/15
July 8, 2015
Resolution
2015-07-08

Osceola Township
PO Box 832
Evart, Mi 49631
www.osceola-townships.org

OSCEOLA TOWNSHIP BOARD

Designating Osceola County Animal Control
to act on the Township's behalf

At a regular meeting of the Township Board of Osceola Township, Osceola County, Michigan, held at the Osceola Township Hall, on the 8th day of July, at 5:00 p.m., Eastern Standard Time.
PRESENT: Wirth, Schroeder, Holmes, Brown, Nieman
ABSENT: None

BE IT RESOLVED by the Township Board of Osceola Township, Osceola County, Michigan, as follows:
The Board of Trustees designates "Osceola County Animal Control" to act as the Board's representative in place of the Township Supervisor as outlined in the Dog Law of 1919, 287.280 Section 20.

Yeas: Wirth, Schroeder, Holmes, Brown, Nieman
Nays: None

RESOLUTION DECLARED.

RESOLUTION DECLARED.
STATE OF MICHIGAN )
) ss
COUNTY OF OSCEOLA )

I, the undersigned, the duly qualified and acting clerk for Osceola Township, Osceola County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Osceola Township Board at a meeting held on the 8th day of July 2015, and further certify that the above Resolution was adopted at said meeting.

Melanie Wirth
Osceola Township Clerk
September 24, 2015

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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>2015</td>
<td>$26,000</td>
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</table>

This amount includes the financial statements of the County in the current format, the Circular A-133 federal requirements for entities that receive more than $500,000.00 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.

Additional accounting services for the County would be billed separately as time and material at our standard hourly rates.

Sincerely,

[Signature]

Kenneth A. Talsma, CPA
Governmental Services Principal
AGREEMENT

THIS AGREEMENT, made by and entered into between the Board of Commissioners of the County of Osceola, State of Michigan, a municipal corporation, herein-after called "Board", as party of the first part, and, Professional Office Cleaning of Big Rapids, Michigan, herein-after called the "Contractor", as party of the second part, both of whom understand as follows:

Both parties agree to the terms and conditions as stated in the General Conditions as provided herein concerning Janitorial Services at the Courthouse, Sheriff Department, Annex Building and County Health & Services Building. If additional rooms or buildings are added to the contract, the contract may be opened to negotiate additional compensation.

Both parties agree to abide by this agreement with an expiration date of December 31, 2016.

The Contract Representative and the Contractor agree to meet at least ninety (90) days before the expiration of this contract to allow the Board to consider the continuation of this agreement beyond its date of termination. The Contractor understands that continuation is not automatic.

The Board agrees to pay the Contractor the sum of $38,400.00 or $3,200.00 per month for services provided in compliance with this agreement.

This Agreement is effective on the 1st day of January in the year 2016.

For the County of Osceola

Witness

Larry Emig, Chairperson
Board of Commissioners
County of Osceola
Reed City, Michigan

Date

Witness

John Withrow
Professional Office Cleaning
Big Rapids, Michigan

Date
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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<th>ACCOUNT NUMBER</th>
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EXPENSES:

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<th>ACCOUNT NUMBER</th>
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<td>WC</td>
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<td>Postal</td>
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<td>Other Supplies</td>
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<td>Conference</td>
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<td>$(_______)</td>
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<tr>
<td>WADE</td>
<td>$(300)</td>
<td>$(_______)</td>
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<tr>
<td>TOTAL</td>
<td>$(8,457)</td>
<td>$(8,457)</td>
</tr>
</tbody>
</table>

Department Services

Department Head Signature

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No.

Budget Amendment No.

Date
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 ________ ( )

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<td>C/c Atty Court</td>
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<td>P/c Atty Court</td>
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<td>Contingencies</td>
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<td>Jury fees</td>
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<td>Maint Court</td>
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<td>TOTAL</td>
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Circuit Court
Department Head Signature

Board of Commissioners/Representative
Recorded ( ) Motion/Resolution No.
Budget Amendment No. ____________

EXPLANATION: _____ Dept Request
Court appointed attorneys and jurists
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 ( ) Spécial Revenue ( )
      Debt Service ( ) Other ( )

REVENUE:

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<th>INCREASE</th>
<th>DECREASE</th>
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<td>$(50,000)</td>
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<tr>
<td>Child Care Fund-Trans.Ant.</td>
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TOTAL $(______) $(______)

Contingency
Department

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No.__
Budget Amendment No.__

Department Head Signature

Date

EXPLANATION: To pay monthly offset to State as of 8-31-15
COUNTY OF OSCEOLA

AUTHORIZATION TO TRANSFER FUNDS

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

<table>
<thead>
<tr>
<th>FUND/ACCT</th>
<th>BUDGETED</th>
<th>TRANSFER</th>
<th>REMAINING</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM:</td>
<td>101</td>
<td>$</td>
<td>$50,000</td>
</tr>
<tr>
<td>TO:</td>
<td>292</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COMMENTS: To pay monthly offset due State as of 8/31/15

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 can not be completed.

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

Date: 9-28-2015

Chairman

Finance Chairperson
911 Plan Amendment Time Line

Day 1 - Board of Commissioners adopts a tentative plan amendment

Day 1-5 – each affected municipality is mailed a notice and copy of the amendment

Day 1-45 – Municipalities must return their opt-out resolution if they choose to opt out of the 911 system

Day 45 – tentative plan is modified by any exclusions of opt-out municipalities

Day 45 thru 59 - 1st notice of the final hearing must be published in a local paper

Day 60 thru 89 - 2nd notice of the final hearing must be published in a local paper

Day 90 - Board of Commissioners holds a public hearing and allow all an opportunity to speak. If final plan amendment is adopted, a copy will be filed with the State Treasurer and Michigan State Police.
STATE OF MICHIGAN
MECEOLA CONSOLIDATED CENTRAL DISPATCH AUTHORITY
MECEOLA BOARD OF AUTHORITY

RESOLUTION

At a regular meeting of the Osceola County Board of Commission, [hereinafter “Governing Body”] held in ________________, Michigan on __________, 2015, at ______.

PRESENT: ____________________________________________

____________________________________________________

ABSENT: ____________________________________________

The following resolution incorporating the following Administrative Findings was offered by Member __________ and supported by Member __________:

ADMINISTRATIVE FINDINGS

WHEREAS, Osceola County has adopted a Final 911 Service Plan (“Plan”) pursuant to the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended (“Act”);

WHEREAS, the Plan requires the Governing Body to enact Administrative Findings identifying the telephone service providers facilitating wire-based and wireless emergency telephone calls from within the Plan’s 911 Service District (“Service District”) and public agencies responding to calls for emergency services with the Service District, and establishing a 911 surcharge within the Service District;

NOW, THEREFORE, THE GOVERNING BODY HEREBY FINDS that the following is the list service suppliers currently facilitating emergency telephone calls from within the Service District:

• Access Point Inc
• ACN Communications Services
• AllTel Communications Wireless INC
• AT & T Corp
• Bandwith.com Inc
• Blanchard Telephone Company
• Birch Telecom of the Great Lakes
• BullsEye Telecom
• Century Link Communications
• Century Tel
• Charter Advanced Services
• Clear Rate Communications
• Consumer Cellular
• Frontier North Inc
• Granite Telecommunications LLC
• GreatCall Inc
• Hughes network Systems LLC
• Interface Security Systems LLC
• Jive Communications
• LDMI Telecommunications
• Level 3 Communications LLC
• Matrix Telecom Inc
• MCIMetro Access Transmission
• McLeodUSA Telecommunications Services
• MetTel of Michigan Inc
• Michigan Bell Telephone Company
• New Cingular Wireless PCS
• New Par
• PNG Telecommunications Inc
• Ready Wireless LLC
• Sage Telecom Communications
• Sprint Spectrum LP
• Sprint/Nextel Wireless
• Talk America Services LLC
• Teleport Communications America LLC
• TelNet Worldwide Inc
• Trelite Corp.
• TING Inc
• T-Mobile Central LLC
• TNCI Operation Company LLC
• Verizon Wireless Personal Communications LP
• ViaSat Inc
• Vonage
• Winn Telecom
• Working Assets Funding
• XO Communications Services LLC
• YMAX Communications Corp
• 8x8 Inc

THE GOVERNING BODY FURTHER FINDS that the following is the current list of public service agencies currently providing emergency services within the Service District in response to emergency telephone calls:

○ Osceola County Sheriff Department
○ Tustin Fire and Rescue
○ LeRoy Fire and Rescue
○ Marion Fire and Rescue
○ Lincoln Township Fire and Rescue
○ Hersey Township Fire and Rescue
○ Evart Area Fire and Rescue
○ Evart Police
○ Reed City Police
○ Reed City Fire and Rescue
- Osceola County EMS
- Michigan State Police
- Dept. of Natural Resources

THE GOVERNING BODY FURTHER FINDS that the following is the current voted 911 surcharge within the 9-1-1 Service District; $2.25

THE GOVERNING BODY FURTHER RESOLVES that these Administrative Findings shall modify, amend, replace or supersede any prior resolution of Administrative Findings.

YEAS: __________________________________________

____________________________________________________

NAYS: __________________________________________

____________________________________________________

RESOLUTION ADOPTED
PLAN AMENDMENT

1. The Osceola County Board of Commissioners hereinafter referred as the “Governing Body”) is authorized from time to time to adopt and update the list of service suppliers facilitating wire based emergency service suppliers facilitating wire based emergency service calls, and public agencies providing emergency response services within the Meceola Consolidated Central Dispatch Authority 911 Service District (“Service District”). The Governing Body shall also periodically obtain and publish the. The Governing Body shall memorialize the updated list of service suppliers within the Service District, and the emergency service providers within the Service District in a set of Administrative Findings.

2. The Governing Body is authorized and directed to take any action necessary to implement the Order, the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended (“Act”), or any other applicable state or federal law existing or subsequently adopted.

3. The Governing Body is authorized and directed to cooperate with the Telephone, Telegraph, and Radio emergency Telephone Service Committee or any other state, federal or local body or official authorized to install, operate, modify and maintain universal emergency number services systems, whether land-line, cellular, wireless, digital or radio based.

4. The Governing Body is authorized and directed to implement, receive and expend, consistent with all applicable laws and County Board resolutions, any operational surcharges, CMRS service charges, or any other funding provided under state or federal law, including but not limited to such fees authorized, imposed, and collected under the Act.

5. This Amendment’s provisions are designed to modify, amend, supersede or replace any inconsistent provisions in the Meceola Consolidated Central Dispatch Authority Final 911 Service Plan (“Plan”), and to augment, supplement or add to such Plan provisions that are not in any way inconsistent.

6. A final hearing on this Plan Amendment is set for [at least 90 days], and the County Clerk is directed to send a copy of this Plan Amendment to all public agencies and to otherwise make the required postings under the Act.

YEAS: ____________________________________________

NAYS: ____________________________________________

RESOLUTION ADOPTED
September 8, 2015

Osceola County Board of Commissioners
301 W. Upton Avenue
Reed City, MI  49677

Re: Letter of Support for the Return to Work Program by Osceola County EMS

Dear Board of Commissioners:

It gives me great pleasure to offer my full and unconditional support for the proposed Return to Work program being considered by the OCEMS department.

Based upon my 25+ years of professional work experience, the past 19 years working with the Michigan Association of Counties Workers’ Compensation Fund (MAC WC Fund), I feel most qualified to recommend your board actively and expediently pursue this Industry Best Practice.

I have reviewed the Draft policy from Jeremy Beebe, OCEMS Director and believe this program effectively addresses known or expected concerns in a cost effective manner. The ability to return employees to employment quickly either with or without work restrictions will significantly reduce the workers compensation exposures for Osceola County. In addition, I have provided sample resources and forms for his review to supplement this comprehensive risk management program.

If you have any questions or would like to discuss this matter further, please feel free to contact me directly at (517) 256.3149 mobile or via email jeffery.short@cmi-yorkrsg.com.

Respectfully submitted,

Jeffery A. Short  CSP/ARM/CEAS
Senior Loss Prevention Consultant
CMI, A York Risk Services Company

CC:  Sue Vander Pol- Osceola County
     Jeremy Beebe- Osceola County
     Yvonne Dzurka- MAC WC Fund Administration
     Jeffery Packard- CMI- York Account Manager
Osceola County EMS

Policy # 210.15027

Policy: Return to Work

Date Implemented: November 1, 2015

Revised Date:

Purpose: To ensure Osceola County EMS provides meaningful work activity for employees who are temporarily unable to perform all, or portions, of their regular work assignment or duties.

Policy: All active employees who become temporarily unable to perform their regular job due to a compensable work related injury or illness may be eligible for transitory work duties within the provisions of this program.

I. Standards.

a. Return to work tasks may be in the form of:
   1. Changed duties within the scope of the employee's current position
   2. Other available jobs for which the employee qualifies outside the scope of his or her current position.
   3. An altered schedule of work hours.

b. It is possible that Osceola County EMS will have light duty work obtainable within the Department, but this is not always available on a regular basis.

c. If the employee is unable to return to his/her regular job, but is capable of performing transitional duty, the employee MUST return to transitional duty.

d. Employees who choose not to participate in the Osceola County EMS Return to Work Program or fail to follow all regulations in this Return to Work policy may become ineligible for state workers' compensation benefits, and in some cases; refusal to participate may be a basis for termination.

e. The Family Medical Leave program will apply in conjunction with workers compensation leave due to a compensable work injury.

II. Applicability.

a. If work is available that meets the limitations or restrictions set forth by the employee’s attending medical professional, that employee may be assigned transitional or modified work for a period not to exceed 90 days. Transitional or light duty is a temporary program, and an employee’s eligibility in these reduced assignments will be based strictly on medical documentation and recovery progress. Multiple 90 day assignments will be permitted if it is medically warranted.

b. An employee's limitations and restrictions are effective 24 hours a day. Any employee who fails to follow his or her restrictions may cause a delay in healing or may further aggravate the condition. Employees who disregard their established restrictions, whether they are at work or not, may be subject to disciplinary action up to and including termination.
c. Transitional or modified duty will be available to all employees on a fair and equitable basis with temporary assignments based on skill and abilities. Eligibility will be based upon completion of the Return to Work Evaluation Form by the employee’s attending medical professional.

III. Responsibilities.

a. The Management Team will ensure the policy’s enforcement among all levels at Osceola County EMS, and will actively promote and support this policy and the Return to Work Program as a whole.

b. Injured workers will notify their supervisor immediately of a work related incident. They will closely follow their physician’s medical treatment plan and actively participate in the Osceola County EMS return to work program, which includes following all the guidelines of this policy. The injured worker also has the obligation to maintain contact with the EMS Director to report his/her condition and status every two weeks. The injured worker will complete all the required paperwork in a timely manner.

c. The EMS Director will be responsible for all light duty assignments. The EMS Director will also facilitate the Return to Work Program communication between employees, supervisors, and the County Clerk’s Office. The County Clerk’s Office will facilitate medical communication between employees and medical providers.

IV. Procedure.

a. Work days and hours for transitional or modified duty will be based on job limitations and availability of light duty job tasks.

b. If qualified authorities determine an employee’s injury is work related, Osceola County’s insurance carrier will pay benefits and wages in accordance with the state of Michigan workers’ compensation statute.

c. Employees performing modified duty on a restricted work week will receive payment for hours worked from Osceola County while hours not worked will be reimbursed according to workers’ compensation guidelines.

d. Physical therapy and medical appointments should be scheduled around modified work hours when possible.

e. The employee’s attending medical provider must complete the Modified Duty Job Offer Form for each visit to evaluate the impairment. It is the employee’s responsibility to inform the EMS Director of his or her medical status after each visit.

Approved by:

________________________________________ Date____________________
Osceola County Board of Commissioners, Chairperson

________________________________________ Date____________________
Osceola County EMS Director
February 25, 2014

John Doe
123 Main Street
Reed City, MI 49677

Re: Modified Duty Job Offer

Dear Mr. Doe:

This letter is to confirm that we will temporarily accommodate your physical restrictions by modifying your regular job of Paramedic with the Emergency Medical Services Department. Your health care provider has approved you to return to modified duties, as outlined in the attached modified duty job offer evaluation, dated ________.

The work hours for this modified position are from ________, ___________. You will be paid your regular hourly wage based on the current collective bargaining agreement. Additional wage payments may be made by the insurance carrier as applicable under law.

The management team has been advised of your physical restrictions. Should you experience any difficulties while performing your duties, you are to report them to a member of the management team immediately. If you find you cannot work or have to leave work because of difficulties, you must report to the on call administrator and immediately see your attending physician.

You must provide a written note from your physician, indicating the reason for being off work, if you are unable to work due to the current injury. In addition, we ask that you provide us updated medical information from your physician (in writing), if there is a change in physical restrictions, or every two weeks, whichever occurs first. Please also note that physical therapy and doctor appointments should be scheduled around work hours, if possible.

This job offer will remain open for five (5) business days from your receipt of this letter. If we do not hear from you within five (5) business days, we will assume that you have refused this offer which may impact your Temporary Income Benefit payments.

I will accept this modified duty position: ________Yes ________No

_________________________   _________________________
Employee                              Date

After signing, please return this letter to the EMS department via Mail, Fax, or in person

I wish to welcome you back to work. By reporting to work on ____________, and by returning this signed document, you have indicated your willingness to work modified duty. We hope your return to work is successful. Should you have any questions or concerns, please do not hesitate to contact me immediately.

Sincerely,

Jeremy J Beebe
EMS Director
Modified Duty Job Offer

Injured Workers Name:

Date:

Dear Healthcare Provider:

Osceola County EMS would like to offer transitional modified duty work to ___________ as he/she is recovering from his/her work related injury or illness. Please review the list of proposed work activities and restrictions that you believe are within _______________ current abilities that you feel he/she can safely perform. When you have completed your review please return a signed copy of this Modified Duty Job Offer document to us. We will use this document to communicate our light duty job offer to this worker.

ESSENTIAL JOB FUNCTIONS:
The list below describes examples of potential job functions and shall not be considered all inclusive

Office Work:
☐ Answer phones
☐ Take messages
☐ Greet Customers
☐ Key data
☐ File correspondence
☐ Arrange files
☐ Order supplies
☐ Fold and stuff mailings
☐ Open and sort incoming mail
☐ Put away incoming office supply orders
☐ Shred documents
☐ Write education lesson plans
☐ Plan and schedule department meetings
☐ Take inventory
☐ Perform Patient Care Report audits

Driving:
☐ Run errands
☐ Pick up materials and supplies (no manual loading)
☐ Deliver materials and supplies (no manual loading)
☐ Shuttle vehicles to maintenance/repair facility
Building and Grounds Maintenance:
- Sweep floors
- Vacuum floors
- Mop floors
- Dust fixtures and furniture
- Wash windows
- Pick up litter
- Clean parking lot
- Maintain and clean restrooms
- Wash and detail clean ambulances/support vehicles

Safety:
- Review and update policy and protocol manuals
- Take online classes
- Perform site safety audits
- Checking and updating personnel training files
- Update MSDS files
Work Restrictions

For each activity listed below place a check mark (✓) in the column that best represents the time the worker can spend doing the activity. Time is based on an eight hour work day.

"Occasionally" = 1-33%  "Frequently" = 34-66%  "Continuously" = 67-100%

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<thead>
<tr>
<th>Physical Demands</th>
<th>Never</th>
<th>Occas.</th>
<th>Freq.</th>
<th>Contin.</th>
<th>Physician Comments</th>
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<td>Sit</td>
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<td>Bend</td>
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<td>Squat</td>
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<td>Crawl</td>
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<td>Reach above shoulders</td>
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<td>Kneel</td>
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<td>Stoop</td>
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<tr>
<td>Climb Stairs/Steps</td>
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<td>Climb Ladders</td>
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<tr>
<td>Walk on uneven ground</td>
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<td>Other (specify):</td>
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<td>11-20 lbs</td>
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<td>21-25 lbs</td>
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<td>26-50 lbs</td>
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<td>51-100 lbs Repeated push/pull</td>
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<td>Repeated simple grasp</td>
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<td>Repeated fine manipulation</td>
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<td>Other (specify):</td>
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Physician’s Return to Work Authorization

Physician’s Use Only

I have reviewed the job description provided by Osceola County EMS. Based on my evaluation the worker can perform the job functions checked above:

_________ On a full time (40 hour per week) basis.

_________ On a part time basis for _____ hours per day, _______ days per week.

Please list any additional job modifications that are necessary for the worker to be released to modified or light duty work.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

If the worker cannot be released to perform any of the work activities listed in the Essential Job Functions section of this document or some other form of modified or light duty work please check here__________ and explain why and relate the reason(s) to your objective medical findings.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

_____________________________  ____________________________
Signature of Physician                  Date

Print Physician’s Name and Address Below:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
LEASE

The Evart Area Joint Fire Board, 109 E. 6th Street, PO Box 661, Evart, MI 49631, Landlord, leases to Osceola County for the Osceola County EMS Department, 301 W. Upton Avenue, Reed City, MI 49677, a portion of the fire hall property at 109 E. 6th Street, Evart, MI 49631, according to the following terms.

1. **Premises.** The leased premises consists of a portion of the fire hall structure and part of the parking lot as depicted on the attached sketch, EXHIBIT 1, and access within the structure to the showers and bathrooms to be used by EMS personnel.

2. **Rent.** The rent shall be nine hundred ($900.00) dollars per month, due on the 10th of each month payable to the Evart Area Fire Department.

3. **Term.** The lease term shall be 12 months with automatic renewal for one month at a time, unless either Landlord or Tenant gives 90 days written notice of termination. Lease shall start January 1, 2016.

4. **Maintenance.** Tenant shall maintain the interior leased space of the fire structure. Landlord shall maintain the structural elements of the entire structure, and the plumbing, electrical, and mechanical components of the structure, see EXHIBIT 2. Landlord shall maintain and plow the exterior and leased parking area.

5. **Utilities.** Landlord shall provide and pay for gas, electric, basic telephone, and basic cable or television service, and refuse collection. Specialized or extraordinary electric, telephone, television, or internet service ordered by Tenant shall be paid by Tenant.

6. **Appliances.** Basic appliances will be furnished by Landlord at the beginning of the lease term, which include electric washer hook-up, electric dryer hook-up, refrigerator/freezer, and gas stove, but Tenant shall be responsible for the maintenance and replacement of appliances in the leased space for the remainder of the lease, and replacement appliances shall remain the property of the Tenant.

7. **Condition of leased premises.** Tenant accepts the leased premises “as is” after inspection and commencing occupancy. Tenant will surrender the leased premises in the same condition it received it, reasonable wear and tear expected. Tenant shall be responsible for damages to the leased premises.

8. **Security deposit.** No security deposit is required or posted.

9. **Default.** In the event of a default by Landlord or Tenant, notice of the default shall be given in writing and there shall be a 30 day period in which to cure the default. Upon failure to cure the default, the lease may be terminated by the party not in default.
10. **Total Agreement.** This is the complete agreement of the parties, and supersedes all prior discussions, agreement and contracts between them.

Dated: 9-25-15

For Evart Area Joint Fire Board

Dated: ____________________

Larry Emig, Chairman
Osceola County Board of Commissioners

Drafted by:
Eric D. Williams  P33359
Attorney at Law
524 N. State Street
Big Rapids, MI 49307
(231)796-8945
The following items are being furnished with the leased area:

1 Crosley Gas Stove

1 Crosley Refrigerator / Freezer
Appliances to be provided by Fire Department

- Washer Hook Up – Electric
- Dryer Hook Up – Electric
- Refrigerator/Freezer
- Gas Stove

Living Area Services provided by Fire Department

- Cable or Satellite TV service
- Phone Service – With Fax Capabilities
- Electricity
- Heat and Air Conditioning
- Radio Antenna hook up

Building and Grounds Services Provided

- Mowing of any lawns
- Up Keep of Driveway maintenance
- Snow Plowing and Salting of Parking Area
- Supply Light bulbs and Fixtures for replacement
- Repair/replace Plumbing, Heating and Cooling, Electrical that is otherwise outside of the general daily maintenance.
- Trash Disposal

EMS responsible for:

- **Living Area** – Furniture, Televisions, and any other items required by EMS department.
- **Bedrooms** - Beds, Dressers any other items required by EMS department
- **Kitchen** - Cooking utensils, Microwave, Dishes, or other items as required by EMS department
Sept. 28, 2015

To: Jeremy Bebee, Director EMS

The Tustin Area Fire District would appreciate the privilege of storing the jeep, used for grass fires, in the EMS unit located next to the TAFD fire barn. This is due to the acquisition of additional equipment. Details may be worked out with Chief Bob Rose. Thank you.

Respectfully,

Nancy McCreery

Nancy McCreery, President of TFAD Board
Osceola County Commission on Aging

BY-LAWS
OSCEOLA COUNTY COMMISSION ON AGING
ADVISORY COUNCIL

ARTICLE 1, NAME

1.1 The name of this organization is the Osceola County Commission on Aging Advisory Council.

ARTICLE 2, PURPOSES AND FUNCTIONS

2.1 The purpose of the Advisory Council is to identify needs of the sixty years and over population of Osceola County. To assist the Director of the Commission on Aging in implementing a plan of action whereby these needs can be met.

2.2 Among the functions deemed necessary to accomplish these purposes are the following.

1. To assist in gathering factual information by identifying the types and scope of services required within the planning and service area, such as:
   a. Social and family problems
   b. Economic needs
   c. Health care-medical, dental, vision, hearing and nutritional
   d. Transportation

2. To make recommendations to the Osceola County Commission on Aging Director for his/her consideration.

3. To accept and consider for action, any matters brought to the advisory council by the general public, or other agencies. Any and all final actions must be approved by Director.
ARTICLE 3, MEMBERS

3.1 Any person residing in Osceola County, concerned with enhancing, improving, and safeguarding the welfare of elderly citizens, is eligible to become a member.

3.2 The Advisory Council will have up to 16 members, each being appointed for two (2) years.

3.3 Preference would be that each one quarter (1/4) of the County shall have up to four (4) representatives. Ex officio members would be Commission on Aging Director and Nutrition Program Administrator.

3.4 Members of the Advisory Council may offer names of persons to fill any vacancies.

3.5 Members may be re-appointed to two (2) additional terms, for a maximum of 6 years.

3.6 Any Advisory Council member who is absent from two (2) consecutive meetings without an excused absence from the Commission on Aging Director, may be declared ineligible to continue as a Council member. Ineligibility is determined by the Director, based on the circumstances in each case. A recommendation for action will be made to the Advisory Council as a whole, and if approved, a new appointment to the Advisory Council will be made.

3.7 In any matter requiring a vote, each member has but one vote, to include Ex officio members with the Director only voting in the case of a tie.

3.8 Once a member has reached their 6 year term limit, they must take at least one year off before being able to return to the board.

ARTICLE 4, OFFICERS, COMMITTEES AND DUTIES

4.1 The Advisory Council shall have the following officers appointed as follows:
A Commission on Aging employee who is accountable to the Director of that office may be called upon to take minutes in the absence of the Secretary.

4.2 Officers shall be elected at each January meeting. No person may hold more than one office, and the term of office shall be one year.

4.3 No funds will be managed by the Advisory Council, so there is no need for a Treasurer. All funds raised by this group will be deposited and expended through the Commission on Aging’s county budget.

4.4 The Chairman shall preside at each meeting of the Advisory Council, or the Vice Chairman, if the Chairman is absent.

4.5 The Secretary will see to the record keeping accuracy of the minutes, and handle any correspondence that may be required from time to time.

4.6 The Chairman will appoint members to serve on Committees as needed.

ARTICLE 5, MEETINGS

5.1 Regular monthly meetings will be established at the 1st January meeting, which will be the organization meeting.

5.2 Special meetings may be called by the Chairman, if warranted by special events.

5.3 Meeting cancellations will be up to the Chairman to notify the group. Diligent consideration will be given to NOT cancel meetings.
ARTICLE 6, AMENDMENTS

6.1 All amendments to these by-laws will be written by the Director and voted in by 50% +1 of the membership that attend said meeting, with a minimum of half the current board present.

6.2 Roberts Rules of Order (revised) will be the parliamentary Authority of all procedural matters.

ARTICLE 7, PER DIEM AND MILEAGE REIMBURSEMENT

7.1 At this time there is no per diem paid or mileage reimbursement for Osceola County Commission on Aging Advisory Council members.
PURCHASE OF SERVICE AGREEMENT

THIS PROVIDER AGREEMENT ("Agreement") is made between RELIANCE COMMUNITY CARE PARTNERS ("RELIANCE"), a Michigan non-profit corporation of 2100 Raybrook St. SE Suite 203 Grand Rapids, MI 49546 ("RELIANCE") and Osceola County Commission on Aging ("Provider"), effective the first day of October, 2015.

Provider Name: Osceola County Commission on Aging
EIN#: 38-6004880
Provider Address: PO BOX 594 Evart, Michigan 49631
Contract Contact Person: Scott Schryer
Provider ID Number: 000107

Statement of Facts.

RELIANCE contracts with service Providers to perform services on behalf of RELIANCE clients (the "Clients"). This Agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis, through the RELIANCE Programs.

Purchase of Services.

Services are purchased at the levels specified in the RELIANCE Programs Person Centered Plan (PCP) and Confirmation of Services on a per client basis as developed by the RELIANCE Case Managers. The rates to be reimbursed for the Provider’s products and services are established from the fee schedule presented in this Agreement ("Exhibit 1").

This Agreement is subject to the terms, Conditions of Participation ("Exhibit 2"), Minimum Operating Standards ("Exhibit 3") and Priority Classification System ("Exhibit 4") all of which are part of this Agreement. By signing below where indicated, the signer for the Provider agrees that he or she has read this Agreement, that he or she has reviewed it with advisors of his or her choosing, and that he or she has the authority to bind the Provider to this Agreement.

Reliance Community Care Partners

<table>
<thead>
<tr>
<th>Signature of RELIANCE Representative</th>
<th>Signature of Provider Representative</th>
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<tbody>
<tr>
<td>Steve Velzen-Haner</td>
<td>Larry Emig</td>
</tr>
<tr>
<td>Typed/Printed Name</td>
<td>Typed/Printed Name</td>
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<tr>
<td>Executive Director</td>
<td>Chairperson</td>
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<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
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</tbody>
</table>
This form is to be completed by all Providers who wish to receive payment from Reliance Community Care Partners (RELIANCE) and the Michigan Department of Health and Human Services (MDHHS) for services provided under any RELIANCE Programs. An original payment agreement must be submitted for each eligible Provider.

**COMPLETION INSTRUCTIONS PLEASE TYPE OR PRINT CLEARLY**

- **Item #1:** Individual Provider must enter their last name, first name, and middle initial. All other applicants (e.g., a licensed business) must enter the complete business name as licensed/certified.
- **Item #3:** If the applicant is employed/contracted by a business, or in partnership, enter the name of the business you are employed by, affiliated with, contracted with, or in partnership with.
- **Item #4:** Proof of the EIN number (federal tax number) is REQUIRED.
- **Item #5:** Providers must attach a copy of their licensure/certification, as applicable.
- **Item #6:** The SSN is required for an individual and is confidential to be used only for the administration of the program.

**APPLICANT INFORMATION**

1. PROVIDER'S NAME (SEE INSTRUCTIONS)
   Osceola County Commission on Aging
2. PROFESSIONAL TITLE, IF APPLICABLE
3. EMPLOYER'S NAME (SEE INSTRUCTIONS)
4. EIN NUMBER (SEE INSTRUCTIONS)
5. STATE LICENSE NUMBER (SEE INSTRUCTIONS)
6. APPLICANT'S SOCIAL SECURITY NUMBER

**BUSINESS LOCATION**

7. MAILING ADDRESS (NO. & STREET)
   PO BOX 594
   CITY
   STATE
   ZIP CODE
   Evart
   MI
   49631

**PROVIDER PAYMENT AGREEMENT CONDITIONS**

649. All information furnished on this payment agreement form is true and complete.

650. I consent that, upon request and at a reasonable time and place, I will permit authorized agents of RELIANCE, the MDHHS, and the Center for Medicare & Medicaid Services (CMS), or other authorized funding representatives to inspect, and copy, any records related to my delivery of goods or services to, or on behalf of, a participant under the RELIANCE Programs.

651. I am not currently suspended, terminated, or excluded from any state Medicaid Program or by the CMS.

652. I agree to accept the payment as payment in full for the services rendered except when the Michigan Medicaid Program authorizes an exception. I will not seek nor accept additional or supplemental payment from the participant, his/her family, or representative(s) in addition to the amount paid by the Michigan Medicaid Program even when a participant has signed an agreement to do so.

653. I may be prosecuted under applicable federal or state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data, other acts of misrepresentation, or conspiracy to engage therein.

654. I agree to comply with RELIANCE, MDHHS, CMS policies and procedures contained in manuals, manual updates, Provider bulletins, and other program notifications.

As a condition of receiving payment from RELIANCE Programs for services provided to an eligible participant, I certify and/or agree to all of the conditions listed above. I certify that the undersigned has the authority to execute this agreement.

Applicant's Signature

Date

Title

RELIANCE and the MDHHS will not discriminate against any individual or group because of race, sex, religion, age national origin, martial status, political beliefs, or disability.
Terms of Agreement

In consideration of these facts and the mutual covenants contained in this Agreement, the parties agree as follow:

Part I

Health Insurance Portability and Accountability Act ("HIPAA")

325. **Mutual Obligations Relating to Health Information.**

A. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

1. **Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R." ) at Title 45, Sections 160 and 164.
2. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined by 45 C.F.R. 164.501.
3. **Information** shall mean any "health information" provided and/or made available by either party to the other, and has the same meaning as the term "Protected Health Information" is defined by 45 C.F.R. 160.102.

FFFFF. **Limits On Use and Disclosure of Information.**

Provider agrees that it shall be prohibited from using or disclosing the Information that RELIANCE provides or makes available to Provider for any purpose other than providing the Services. In addition, Provider agrees to fully comply with the Privacy Regulations, as amended. Provider agrees that it will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for under this Agreement. Provider agrees that it shall report to RELIANCE within two (2) days of discovery any use or disclosure of Information not provided for or allowed under this Agreement. Provider must obtain reasonable assurances from any other person to whom the Information must be disclosed that

1. the person will hold the Information confidentially and use or further disclose the Information only as required by law or for the purposes for which it was disclosed to the person,
2. the person will use appropriate safeguards to prevent use or disclosure of the Information, and
3. the person must immediately notify RELIANCE of any instance of which it is aware in which the confidentiality of the Information has been breached.

C. **Breach Notification.**

1. Provider agrees to make notification without unreasonable delay to each individual whose "unsecured" protected health information ("PHI") is breached and to Reliance Community Care Partners. In any event within 60 days of discovery or within 60 days of the date the breach should have been discovered.
2. Provider agrees notification by first-class mail or by electronic mail if specified as preference by the individual and the notification must include the following information: Circumstances of the breach, date of breach, date of discovery, type of PHI involved, steps individuals should take to protect themselves, steps the Provider is taking to mitigate harm and to protect against future breaches, and how the individual can obtain additional information about the breach.
3. Provider maintains a log of breaches that affect fewer than 500 individuals and report such breaches annually to Health and Human Services. If a breach affects 500 or more individuals Health and Human Services must be notified immediately. Health and Human Services will electronically post information about breaches affecting more than 500 individuals.
Subcontractors And Agents.

Each party agrees that anytime Information is provided or made available to any subcontractors or agents, that party must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement.

E. Right of Access to Information.

Each party agrees to make available and provide a right of access to the Information by an Individual consistent with the requirements of 45. C.F.R. 164.524.

F. Prohibition on Sale of PHI.

Provider will not accept remuneration for PHI without the individual’s authorization.

G. Restriction on Marketing.

Provider will not send an individual marketing material and get paid for distributing information unless the individual authorizes it or is currently taking the medication that is being marketed. Provider will not send an individual marketing materials for free unless the individual authorizes it or the communication is made for certain purposes (e.g., to describe a product available through the program or to recommend alternative health care options).

H. Satisfaction of Minimum Necessary.

Provider will utilize sufficient safeguards to limit the use of PHI and disclose PHI in the form of a “limited data set”. This requirement is satisfied by removing names, street addresses, social security numbers and other identifiers. This provision does not affect the current ‘minimum necessary” requirement under HIPAA, which requires that covered entities and business associates use reasonable efforts to limit PHI to the minimum necessary when using or disclosing PHI.

I. HIPAA Security Rules.

Provider agrees to follow the HIPAA security rules previously applicable for the covered entities prior to February 17, 2010 and also comply with the HITECH security standards after February 10, 2010. Provider agrees to appoint a security officer; develop written security policies and procedures; adopt administrative, physical and technical safeguards for PHI; and train its workforce on how to protect PHI.

J. Amendment and Incorporation of Amendments.

Provider agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.526.

K. Provide Accounting.

Provider agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

(1) Provider agrees to provide an individual upon request with an accounting of disclosures of the information in her electronic health record ("EHR") over the last three years, including disclosures made for the purpose of treatment, payment or health care operations.

(2) For Business Associates who acquire an EHR after January 1, 2009, this requirement will apply to disclosures from such record made on or after January 1, 2011.
L. **Access to Books and Records.**
Provider agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received for purposes of determining compliance with the Privacy Regulations.

M. **Return of Information.**
Upon the termination of this Agreement, Provider agrees to return or destroy all Information received from RELIANCE. Provider agrees not to retain any copies of the Information after termination of this Agreement, except as RELIANCE may otherwise consent in writing. If return of the Information is not feasible, Provider agrees to extend the protections of this Agreement for as long as necessary to protect the Information and to limit any further use or disclosure.

N. **Information Retention.**
Provider agrees to retain Information for at least seven years.

O. **Mitigation Procedures.**
Provider agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the Privacy Regulations.

P. **Contract Termination/Notification if Covered Entity Violates HIPAA.**
Provider agrees if the Provider becomes aware that the covered entity with whom it has contracted has engaged in a pattern or practice that constitutes a material violation of certain HIPAA requirements and/or if the covered entity does not take steps to cure the violation then the Provider must terminate the contract or, if termination is not feasible, report the violation to the Department of Health and Human Services. RELIANCE agrees if RELIANCE becomes aware that the business associate with whom it has contracted has engaged in a pattern or practice that constitutes a material violation of certain HIPAA requirements and/or if the business associate does not take steps to cure the violation then the Provider must terminate the contract or, if termination is not feasible, report the violation to the Department of Health and Human Services.

326. The parties of the Agreement will, whenever possible, provide technical assistance and consultation to each other on matters pertaining to actual service delivery; will share, as appropriate, the findings of research and results of service delivery; share relevant needs assessment information and activities so that the resources of concerned agencies may be maximized.

327. RELIANCE and Provider shall provide services in accordance with the Center for Medicare & Medicaid Services (CMS) approved MI Choice Waiver application including all amendments.

Part II

757. **RELIANCE Responsibilities.**

A. Provide comprehensive care management services to individuals who are medically and financially eligible for one of RELIANCE's programs. The responsibilities of RELIANCE shall include:

1) Pre-screening of all individuals referred for case management intervention.
2) Client assessment, using assessment tools provided by the MDHHS and/or RELIANCE.
3) PCP development in consultation with the client, client's physician, and family. It will include frequency and duration of all services required under the PCP.
4) Service negotiation, including the arrangement of all health and human services as outlined in the PCP
and that maximize all reimbursement sources available.
5) PCP monitoring, to track client progress, through direct observational visits.
6) Client re-assessment and appropriate PCP modification.

B. Provide actual service delivery technical assistance to the Provider, as requested and available.

C. Offer the Provider information regarding the service utilization patterns of Clients.

758. **Provider Services and Responsibilities.**

A. **Service Provisions.**

Provider agrees that in the provision of services to RELIANCE clients, Provider shall:

1) Perform management of services in accordance with standards developed by RELIANCE, MDHHS, & CMS and in accordance with the participant's PCP.
2) Accept and serve on a priority basis clients referred to it by the RELIANCE Program. Where openings do not exist in the Provider caseload, the Provider agrees to negotiate alternative arrangements with the RELIANCE staff in order to meet the needs of the client.
3) Accept the comprehensive assessment as completed by the RELIANCE staff and refrain from conducting duplicate assessment or reassessment activities.
4) Provide service delivery as prescribed in the directions received from the RELIANCE staff during service requisition.
5) Provide the RELIANCE staff with regular, on-going feedback, regarding clients referred for services.
6) Inform the RELIANCE staff of the appropriate Provider contact person to be notified in PCP development and modification.
7) Immediately notify the RELIANCE staff if, for any reason, the Provider is unable to provide services to the Clients, as negotiated, or if a service is not provided as agreed to.
8) Follow the RELIANCE pre-screening criteria when referring individuals who may be eligible for RELIANCE Programs intervention.
9) Meet service definitions, standards, and conditions presented in the Minimum Operating Standards ("Exhibit 3") and Conditions of Participation ("Exhibit 2"), as established by RELIANCE and the MDHHS.
10) Assure that all Provider employees furnishing Medicaid covered services meet MDHHS minimum qualification for service provision.

B. **General Provisions.**

1) Provider agrees to accept and implement all MI Choice Waiver management, fiscal, participant, and other reporting requirements and shall maintain such records and accounts, including property, personnel, and financial records, as deemed necessary by RELIANCE to assure proper accounting of all funds expended under this program.
2) Provider agrees to submit, in a timely manner, all periodic reports of work progress and financial status as required by RELIANCE.

C. **Minimum Operating Standards Assurance.**

1) Provider agrees that all services must be in compliance with the MDHHS and RELIANCE service definitions, unit definition, Minimum Operating Standards and Conditions of Participation.
2) Provider agrees that the persons involved in implementing the Services Agreement have read the Conditions of Participation and Minimum Operating Standards for each of the services for which service may be purchased by the RELIANCE from the Provider.
3) Provider assures that it has written policies and procedures compatible with the Conditions of Participation and Minimum Operating Standards.
4) Provider assures that it is completely in compliance with all conditions and standards for the services Provider contracts for and will maintain compliance with these conditions and standards throughout the term of this Agreement.
D. **Licensing and Accreditation.**

1) Provider agrees to comply with all accreditation and licensing standards as may be prescribed to assure quality service delivery to Clients and to comply with all service standards and definitions as established by the MDHHS and/or RELIANCE. (Private Providers must submit copies of current accreditation and license with this signed agreement.)
2) Provider is required to notify RELIANCE of any licensure violations or changes in licensure immediately upon receipt of violation or change. RELIANCE will implement corrective action in response to adverse changes in licensure status.

**Indemnification.**

Provider agrees to indemnify, and defend RELIANCE, MDHHS, CMS and their respective officers, directors, employees, agents, and successors from and against expense or liability of any kind arising out of service delivery performed by the Provider and to immediately notify the RELIANCE Staff if the Provider becomes involved in, or is threatened with litigation related to any RELIANCE Programs client. Provider agrees to indemnify and defend RELIANCE, MDHHS, CMS and their respective officers, directors, employees, agents, and successors from any and all claims and losses incurred by, or resulting to, any person, firm, or corporation who may be damaged or injured by the Provider and/or its officers, directors, employees and agents in the performance of services.

F. **Insurance Coverage.**

1) Provider agrees to maintain, in effect at all times during the course of this Agreement, General Liability Insurance, Property and Theft, Fidelity Bonding (for persons handling cash), No-Fault Vehicle Insurance (for agency owned vehicles) and Worker's Compensation insurance, where required. The Provider shall accept full responsibility for payment of unemployment compensation, premiums for worker's compensation, and social security, as well as all income tax deductions, and other taxes or payroll deductions required by law for employees performing services under this Agreement, where required.
2) Provider shall submit at the beginning of this Agreement and annually thereafter, Certificate of Insurance listing RELIANCE as the "Certificate Holder" or "Another Insured."
3) Provider agrees to submit such documentation as RELIANCE, MDHHS, and CMS deems necessary to show proof of sufficient insurance coverage (Exhibits 2 & 3). Further, Provider agrees that purchase of services cannot begin until such time as RELIANCE has in its possession such proof of insurance coverage.

G. **Confidentiality and Nondisclosure.**

1) Provider agrees to protect client confidentiality, and agrees to not identify RELIANCE Programs clients by name or otherwise, in any reports, without a signed release from the client, and approval by RELIANCE, MDHHS, and/or CMS.
2) Upon receipt of a copy of the general release of information signed by the client, Provider agrees to accept from and share with RELIANCE any information that may be necessary to better serve the client, or may be viewed as confidential.
3) Provider agrees that the terms of this Agreement, and all oral or written information, correspondence and records of any nature concerning the Services (the "Protected Information") performed under the terms of this Agreement shall be maintained in strict confidence except as may be required by law. Provider's employees shall use the Protected Information strictly on a need-to-know basis. However, the disclosure of information to others does not, by itself, abrogate a client's expectation of privacy as protected by law. Those to whom disclosure is made have a duty to maintain the confidentiality of the disclosure. As such, it is permissible for the RELIANCE Staff to share with or request information from a Provider for the purpose of better serving the client based on the general release of information obtained from the client in writing by the RELIANCE staff at the time of the initial assessment.

H. **Provider Audits.**

1) Provider agrees to make available to RELIANCE, MDHHS, CMS, or any other duly authorized
representatives, this Agreement, books, documents and records pertaining to the services performed under this Agreement.
2) Provider agrees to allow RELIANCE, MDHHS, and CMS to perform quality audits for service appropriateness and timeliness.
3) Provider agrees to allow RELIANCE the right to review, approve and monitor the Provider's compliance with all rules, regulations, and requirements applicable to the Michigan MI Choice Waiver Program and other RELIANCE Programs. RELIANCE, MDHHS and CMS reserve the right, as a condition of funding, to require the development and implementation of corrective action plans if the Provider demonstrates inadequate performance.
4) Provider will receive written notification at least two weeks in advance of the date scheduled for audit.

I. Record Retention. Provider agrees to retain all Information and service records for at least seven years based on RELIANCE requirements and Michigan Statutes of Limitations.

NNNNN. Term/Termination.

1) The initial term of this Agreement shall begin on the Effective Date, and shall, until terminated as provided herein, continue in effect for a period of one (1) year. The Agreement shall automatically renew for additional one year periods unless either party provides the other party terminates.
2) This agreement may be terminated without cause and without reason by either party with 60 days prior written notice.
3) Provider agrees to submit, within thirty 30 days of the date of termination, all reports, records, and invoices necessary for the reimbursement of outstanding invoices and to complete final reporting.
4) This Agreement will be reviewed annually and amended, if necessary. Annually, Provider will have the opportunity to present bids or charges for services.
5) In the event that either party substantially fails to perform any of its material obligations under this Agreement, the other party may give written notice to the non-performing party specifying the obligation(s) not performed and demanding performance within thirty (30) days. If at the end of the thirty (30) day period the non-performing party has not performed the specified obligation(s), the party giving notice may terminate this Agreement immediately in writing. Each party is responsible for its own legal fees and costs incurred under this Section 3.
6) Whenever contract suspension, termination, revocation, or cancellation, is considered by RELIANCE, RELIANCE shall first make a determination as to whether the noncompliance, although substantial, is amenable to correction. When the cause for contract suspension, termination, revocation, or cancellation is considered by RELIANCE to be substantial but subject to correction, Reliance Community Care Partners shall notify the Provider of the specific deficiency and shall request that the Provider develop and submit a plan of correction within ten (10) working days following receipt of a formal notice of deficiency. If approved by RELIANCE, the plan of correction shall be an amendment to the contract. Failure to meet or continue to meet the plan's requirement(s) shall constitute a substantial failure to comply with the contract and will result in an immediate suspension, termination, revocation, or cancellation of the contract.
7) Should the Provider or any of its employees be debarred or excluded from participating in any federal or state health care program, fail to attain and/or retain licensure, appropriate insurance, a prerequisite and ongoing condition of the contract, receives an adverse finding from a state or federal court, or demonstrates a lack of quality of care that may adversely affect the health or safety of participants, then said failure shall immediately cause this contract to be canceled.

759. Relationship Between the Parties.

RELIANCE and Provider are independent contractors under the terms of this Agreement. Neither Provider nor any Provider employees or agents are agents, partners, joint ventures, or employees of RELIANCE, MDHHS, and CMS. Neither Provider nor any of Provider's employees are entitled to the benefits which RELIANCE, MDHHS, and CMS provides to its employees.
760. **Compensation to Provider.**

**A. Submission of Invoices**

1) The Provider shall submit to RELIANCE its invoices for Services rendered, reflecting dates of service, discipline, and charge on a RELIANCE approved form.

2) All claims for payment for Provider Services rendered by Provider shall be submitted to RELIANCE no later than ninety (90) days after the date of service. Claims not submitted within said time periods shall not be eligible for payment. RELIANCE shall pay Provider for outstanding claims within thirty (30) days after receipt of Provider’s invoice for services rendered, provided such invoice and other reports and/or clinical information reasonably required by RELIANCE are submitted in a format acceptable to RELIANCE.

3) Provider shall submit invoices and/or resubmit corrected invoices before ninety (90) days of the date of service for the first nine (9) months of the fiscal year.

4) Monthly invoices and corrected invoices for the last three (3) months of the fiscal year (July, August and September) must be submitted and received at RELIANCE before the last business day of the month of October.

**B. Sanctions**

If RELIANCE determines that the Provider is in breach of any provision, warranty, standard, condition, or obligation of this Agreement including, but not limited to, performance obligations and compliance obligations, RELIANCE may, in addition to all other remedies available may impose sanctions on Provider. Such sanctions may include, but are not limited to:

541. Withholding all or part of a payment otherwise due the Provider;

542. Offsetting against payments currently due to Provider any amount previously paid to Provider for claims determined on retroactive review to be ineligible for reimbursement;

543. Requiring Provider to repay Payer;

544. Requiring Provider to consent to and implement Corrective Action (including compliance audits and monitoring procedures) designed to address errors and/or noncompliance;

545. Terminating this Agreement.

761. **Section 504 of the Rehabilitation Act of 1973, as Amended Compliance Assurance.**

Provider agrees that to receive funds from the MDHHS and/or RELIANCE it will comply with Section 504, of the Rehabilitation Act of 1973, as amended (29, USC 794); all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Pursuant to 84.5(a) of the regulation (45 CFR 84.5(a)) the Provider gives this assurance in consideration of, and for the purpose of, obtaining any and all grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other financial assistance extended by the above noted Department after the date of this Agreement, including payment of other assistance made after such date on applications for financial assistance will be extended in reliance on the representations and agreements made in this Agreement and that the above noted Department will have the right to enforce this Agreement through lawful means. This Assurance obligates the Provider for the period during which federal financial assistance is extended to by the above noted Department of the State of Michigan, or, where the assistance is in the form of real or personal property, for the period 84.5(b) of the regulation.

762. **Regulations Compliance Assurance.**

Provider agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.A. 88-352); the Michigan Handicappers Civil Rights Act of 1976 (P.A. 220), as amended; Michigan Civil Rights Act of 1976 (P.A. 453), as amended; American with Disabilities Act (P.L. 101-336, 1990); Equal Opportunity requirements of Executive Order 1979-4 issued by the Governor September 7, 1979; and Executive Order 16983-4 issued by the Governor on March 3, 1983. Provider will comply with the requirements imposed by, or pursuant to, the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that Title to the end that, in accordance with the Title VI of the Act and the Regulation, no person in the United States
shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider received federal or state financial assistance from RELIANCE, and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement. If any real property or structure thereon is provided or improved with aid of federal or state financial assistance extended to the Provider by RELIANCE, this assurance shall obligate the Provider for the period during which said property or structure is used for a purpose for which federal and state financial assistance is extended. This assurance further certifies that the Provider has not other commitments or obligations that are inconsistent with compliance of these and any other pertinent federal or state regulations and policies, and that any other Provider, organization, or party that participated in this project shall have not such commitments or obligations, and all activities shall not run counter to the purpose and intent of the Agreement.

763. **Miscellaneous.**

A. This Agreement shall not be assigned by any party without the written consent of the other parties to this Agreement.

B. All the terms and provisions of this Agreement shall be binding upon, shall ensure to the benefit of, and shall be enforceable by the respective successors and assigns of the Provider.

C. This Agreement, and any Agreement to which it refers, contain all the terms of the Agreement between the parties with respect to their subject matter and may be amended only by writing signed by all the parties to this Agreement.

D. This Agreement shall be governed by, and construed in accordance with, Federal laws and State of Michigan laws and other contractual obligations.
BUSINESS ASSOCIATE AGREEMENT

AGREEMENT made and entered into this first day of October, 2015 between Osceola County Commission on Aging (hereinafter referred to as “VENDOR”), and Reliance Community Care Partners, a Michigan not-for-profit corporation (hereinafter referred to as “PROVIDER”).

WITNESSETH

WHEREAS, VENDOR operates a company providing contracted services;

WHEREAS, PROVIDER purchases, obtains or otherwise acquires services from VENDOR;

WHEREAS, pursuant to recently enacted federal laws and regulations including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (“HITECH Act”), PROVIDER may be considered a “covered entity”;

WHEREAS, pursuant to the HIPAA Regulations, a covered entity has an obligation to implement measures to achieve satisfactory assurance that its trading partners and business associates will appropriately use and safeguard patient health information provided or disclosed by the covered entity; and

WHEREAS, pursuant to the HIPAA Regulations, VENDOR may be considered a business associate of PROVIDER.

NOW, THEREFORE, and in consideration of mutual promises and covenants hereinafter set forth, the parties hereto, hereby agree with each other as follows:

541  DEFINITIONS

541.1 Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (“HITECH Act), and any current and future regulations promulgated under either are referred to as the “Regulations.”

541.2 Business Associate. A Business Associate is a person or entity not an employee, trainee or volunteer under the direct supervision of a Covered Entity, which performs or assists in the performance of any function or activity on behalf of the Covered Entity.

541.3 Covered Entity. A Covered Entity is a health plan, health care clearinghouse or health care provider who transmits any health information in electronic form in connection with a transaction covered by the HIPAA Regulations.
541.4 **De-Identified Health Information.** De-Identified Health Information is individually identifiable health information, as defined in 45 CFR 164.501, to the extent all identifiers (as set forth at 45 CFR 164.514(b)(2)(i)) have been removed from the information prior to its use or disclosure.

541.5 **Electronic Transaction.** An Electronic Transaction is a transmission of information between PROVIDER and VENDOR to carry out financial or administrative activities related to health care, including those transactions identified at 45 CFR 160.103

541.6 **Electronic Transaction Standards.** The Electronic Transaction Standards are those standards for the electronic transmission of health information promulgated under the HIPAA Regulations and set forth at 45 CFR Parts 142, 160-162.

541.7 **Protected Health Information or PHI.** “Protected Health Information” or “PHI” shall have the same meaning as the term “Protected Health Information” in 45 CFR 160.103, limited to the information created or received by Business Associate (VENDOR) from or on behalf of Covered Entity (PROVIDER), including, but not limited to electronic PHI.

541.8 **Security Standards.** The Security Standards in 45 CFR 142, 160, 162 and 164, are national standards to protect individuals’ electronic personal health information that is created, received, used, or maintained by a covered entity. The Security Rule requires appropriate administrative, physical and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information.

541.9 **Trading Partner.** A Trading Partner is a person or entity, not acting as an employee, trainee or volunteer under the direct supervision of a Covered Entity, which participates in or is party to an Electronic Transaction with the Covered Entity.

541.10 **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

541.11 **Limited Data Set.** Data set which has been created by removing the sixteen (16) direct identifiers listed in 45 CFR § 164.514 (e) (2).

541.12 **Designated Record Set.** A group of records maintained by or for a covered entity listed in 45 CFR § 164.501.

541.13 **Unsecured Protected Health Information.** Means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402 (h) (2) of Public Law 111-5 on the RELIANCE Web site.

541.14 **Breach.** The term “Breach” has the same meaning as that term is defined at 45 CFR 164.402, and includes the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 CFR Part 164 subpart E which compromises the security or privacy of PHI. Except for the exclusions established under 45 CFR 164.402 (I), an acquisition, access, use, or disclosure of PHI in a manner not permitted under subpart E of 45 CFR Part 164 is presumed to be a breach unless the covered entity or business associate demonstrates that there is a low probability that the PHI has been compromised.
VENDOR'S OBLIGATIONS

VENDOR acknowledges that it is subject to the HIPAA Rules in the same manner or similar manner as the covered entity (PROVIDER).

VENDOR agrees:

542.1 To only use and disclose PHI as permitted by this Agreement or as required by law. VENDOR may:

542.1.1 Use and disclose PHI to perform its obligations as set forth in the Service Agreement;

542.1.2 Use PHI for the proper management and administration to carry out its legal responsibilities;

542.1.3 Disclose PHI for the proper management and administration to carry out its legal responsibilities, if such disclosure is required by law or if VENDOR obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential, use or further disclosure of the PHI only as required by law or for the purpose for which it was disclosed to the recipient. And, notify PROVIDER of any instance in which VENDOR is aware of a breach in PHI confidentiality;

542.1.4 Use PHI to provide data aggregation services relating to the health care operations of the PROVIDER;

542.1.5 Use or disclose PHI to report violations of the law to law enforcement; and

542.1.6 Use PHI to create de-identified information consistent with the standards set forth at 45 CFR § 164.514.

542.2 VENDOR will not sell PHI, nor accept remuneration or use or disclose PHI for purposes of marketing without the individual’s authorization (unless it is to recoup costs of providing data to a public health official, to a researcher, or to the individual herself/himself or meets certain other exceptions), as defined and proscribed in the Regulations.

542.3 To limit its uses and disclosures of, and requests for PHI

542.3.1 When practical, to the information making up a Limited Data Set; and

542.3.2 In all other cases subject to the requirements of 45 CFR 164.502 (b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

542.4 To use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 and to that end will develop, implement, maintain and use safeguards appropriate to the size and complexity of the VENDOR’s operations and the nature and scope of its activities. Such safeguards include without limitation administrative, physical, and an information security program safeguards to protect the confidentiality, integrity, and availability of the PHI in compliance with the Regulations. VENDOR will develop and implement written policies and procedures for these safeguards and will keep them current, will appoint a HIPAA Privacy Officer and HIPAA Security Officer, will conduct risk assessments on a regular basis, and will train its workforce on HIPAA Rules. To ensure that to the extent VENDOR now or in the future conducts any transaction defined as an Electronic Transaction using PHI of the PROVIDER, VENDOR shall ensure that such transaction is conducted in full
compliance with applicable Electronic Transaction Standards. Moreover, to the extent VENDOR transmits, receives or stores PHI electronically, irrespective of whether any such transmission or reception constitutes an Electronic Transaction, VENDOR agrees to conduct such transmissions, receptions and storage of PHI in a manner so as to be in full compliance with federal and state law, including but not limited to the final Security Standards.

542.5 To ensure that any agent, including a subcontractor, to whom VENDOR provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect the PHI.

542.6 To require all of its subcontractors and agents that receive, use or have access to PHI to agree, in writing, to adhere to the same restrictions and conditions on use or disclosure of PHI that apply to the Vendor pursuant to this Agreement.

542.7 Upon reasonable notice and prior written request, to make available during normal business hours at VENDOR’s offices all records, books, agreements, internal practices, policies and procedures relating to the use or disclosure of PHI to the Secretary, in a time and manner designated by the Secretary, for purposes of determining VENDOR’s compliance with the Regulations, subject to attorney-client and other legal privileges.

542.8 To provide documentation regarding any disclosures by VENDOR that would have to be included in an accounting of disclosures to an Individual under 45 CFR 164.528 (including without limitation a disclosure permitted under CFR 164.512) and the HITECH Act, within a reasonable amount of time of receipt of a request from PROVIDER.

542.9 If, and to the extent the VENDOR possesses an applicable Designated Record Set, within a reasonable amount of time of receipt of a request from the PROVIDER for the amendment of an individual’s PHI contained in the Designated Record Set, VENDOR shall provide such information to the PROVIDER for amendment and shall also incorporate any such amendments in the PHI maintained by VENDOR as required by 45 CFR 164.526.

542.10 VENDOR will return to the PROVIDER or destroy within thirty (30) days of the termination of this Agreement, any and all PHI in its possession and retain no copies (which for the purposes of this Agreement shall include without limitation destroying all back up tapes, and permanently deleting all electronic PHI).

542.11 To mitigate, to the extent practical, any harmful effects from any use or disclosure of PHI by VENDOR not permitted by this Agreement.

542.12 VENDOR agrees to notify the designated Privacy Official of the PROVIDER of any use or disclosure of PHI by VENDOR not permitted by this Agreement, any Security Incident involving electronic PHI, and any Breach of Unsecured Protected Health Information within five (5) business days as required under 45 CFR 164.410.

542.12.1 VENDOR shall provide the following information to the PROVIDER within ten (10) business days of discovery of a breach, except when, despite all reasonable efforts by the VENDOR to obtain the information required, circumstances beyond the control of the VENDOR necessitate additional time. Under such circumstances VENDOR shall provide PROVIDER the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a breach:
(a) the date of the breach;
(b) the date of the discovery of the breach;
(c) a description of the types of unsecured PHI involved;
(d) identification of each individual whose unsecured PHI has been, or is reasonably believed to have been assessed, acquired, or disclosed; and
(e) Any other details necessary to complete an assessment of the risk of harm to the individual.

542.12.2 VENDOR will be responsible to provide notification to individuals whose unsecured PHI has been disclosed by its employees, officers, subcontractors or other agent of the VENDOR, as well as the Secretary and the media, as required by 45 CFR 164.404 on behalf of PROVIDER and the VENDOR will prepare the notice and will provide it to PROVIDER for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). PROVIDER will promptly review the notice and will not unreasonably withhold its approval. VENDOR agrees to pay actual costs for notification and of any associated mitigation incurred by the PROVIDER, such as credit monitoring, if VENDOR determines that the breach is significant enough to warrant such measures.

542.12.3 VENDOR agrees where a breach involves more than 500 individuals and was committed by the VENDOR or its employees, officers, subcontractor or other agent will provide notice to the media pursuant to 45 CFR 164.406. VENDOR will prepare the notice and will provide it to the PROVIDER for review and approval at least five (5) calendar days before it is required to be sent to the media. PROVIDER will promptly review the notice and will not unreasonably withhold its approval. For breaches involving unsecured PHI of 500 or more Individuals, notification shall be sent to the Secretary of RELIANCE via website. For breaches involving less than 500 individuals, a log must be maintained in accordance with 45 CFR 164.408.

542.12.4 VENDOR agrees to establish procedures to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to the PROVIDER in the time and manner reasonably requested by the PROVIDER.

542.12.5 VENDOR will maintain a log of breaches of unsecured PHI with respect to PROVIDER and will submit the log to PROVIDER within thirty (30) calendar days following the end of each calendar year and will report breaches to the Secretary in accordance with 45 CFR 164.408.

542.12.6 The parties agree that this section satisfies any notices necessary by the VENDOR to the PROVIDER of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents for which no additional notice to the PROVIDER shall be required, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI.
542.12.7 VENDOR will keep accurate records of its use and disclosure of PHI, and make its internal practices, books, and records available, upon request, to PROVIDER or to the Secretary at the request of the PROVIDER, for purposes of determining compliance with the HIPAA Rules.

543 PROVIDER'S OBLIGATIONS

PROVIDER Agrees:

543.1 To maintain policies, procedures and documentation necessary to establish its continued compliance with the HIPAA Regulations, HITECH Act, Identity Theft Rules, as well as other applicable federal and state laws regarding the maintenance, use and disclosure of PHI and its right to provide VENDOR with PHI within its possession and control.

543.2 To provide VENDOR, upon reasonable request, with copies of policies and procedures of PROVIDER which have been developed and implemented as part of PROVIDER’s HIPAA, HITECH Act and Identity Theft Rules compliance effort and to provide VENDOR with adequate access to information regarding its electronic transmission and storage systems and capabilities as is necessary to enable VENDOR to comply with its obligations under this Agreement.

543.3 To notify VENDOR of any limitation(s) in the Notice of Privacy Practices of PROVIDER in accordance with 45 CFR § 164.520, to the extent that such limitation may affect VENDOR’s use or disclosure of PHI. VENDOR will give timely effect to such limitations.

543.4 To notify VENDOR of any changes in or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect VENDOR’s use or disclosure of PHI. VENDOR will give timely effect to such changes or revocations.

543.5 To notify VENDOR of any restriction to the use or disclosure of PHI that PROVIDER has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect VENDOR’s use or disclosure of PHI. VENDOR will give timely effect to such restrictions.

544 TERM AND TERMINATION

544.1 Term. The initial Term of this Agreement shall be for one (1) year commencing on the Effective Date and thereafter, shall automatically renew for successive one (1) year terms until such time as the parties may terminate or otherwise end their relationship.

544.2 Termination on Notice for Default. In the event either party shall give written notice to the other that such other party has substantially defaulted in the performance of any obligation under this Agreement and such default is not cured or reasonable steps are not taken to effect such cure within thirty (30) days following the giving of such notice, the non-breaching party shall be entitled to all remedies available under this Agreement and shall further have the right to terminate this Agreement, to the extent such right of termination also exists under any related agreement for services between the parties and the non-breaching party so terminates the agreement. If the non-breaching party does not have a right of termination under a related agreement for services between the parties, it shall not have a right of termination under this Agreement. Otherwise, with respect to any substantial or material breach of this Agreement, the non-breaching party shall have a right to arbitrate the dispute as follows:
544.2.1 **Arbitration.** If the parties do not resolve a dispute over possible breach or default, and the parties are not, in accordance with this Section, permitted to terminate the Agreement, the dispute shall be submitted to arbitration before a single arbitrator in accordance with AHLA Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The arbitrator appointed under this Agreement shall have demonstrable experience in health care and patient privacy issues. Arbitration shall take place in Lansing, Michigan. The results of the arbitration will be final and binding on both parties. Costs of any arbitration, including any fees of the arbitrator, shall be equally shared (50%-50%) by the parties, unless the arbitrator’s award assigns the costs of arbitration otherwise.

544.2.2 **Rules of Decision.** Except as otherwise provided in this Agreement, the arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the United States of America and the State of Michigan. A stenographic record shall be made of the proceedings, the cost of which shall be borne equally by both parties. Fifteen (15) business days before the arbitration hearing, the parties shall exchange a binding list of witnesses and exhibits. No witness may be called, or exhibit introduced, at the arbitration hearing if not included on that list, except as permitted by the arbitrator upon a showing of good cause.

544.2.3 **Limitation on Money Damages.** Except as otherwise provided in this Agreement, money damages awarded by the arbitrator against a party for breach of this Agreement shall be limited to amounts found by the arbitrator to be due and owing under this Agreement, plus interest. No other damages or costs, including, without limitation, incidental, consequential, exemplary or punitive damages, or attorney’s fees may be recovered.

544.2.4 **Award.** The arbitrator’s award shall set forth the findings of fact and legal conclusion upon which it is based.

544.2.5 **Finality.** The parties agree that the arbitrator shall have the broadest power to conclusively resolve all such disputes, including without limitation, the power to decide arbitrarily and to allow reasonable limited discovery and that except as review of binding arbitration is permitted by law, no judicial review shall be made of the arbitrator’s decision on any grounds, including grounds of public policy.

544.2.6 **Equitable Relief.** If either party wishes to seek (i) interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order or a preliminary injunction or other interim equitable relief concerning the dispute, either before beginning or at any point in the arbitration proceedings concerning such dispute, or (ii) specific performance or other equitable or judicially created remedy, such party may initiate the appropriate litigation to obtain such relief, which shall be subject to and controlled by the ultimate decision in the arbitration proceedings. In the event litigation arises in connection with this Agreement or the enforcement of an arbitrator’s award, each party consents to the exclusive jurisdiction of the 63rd Circuit Court in and for Kent County, Michigan.

544.2.7 **Condition Precedent to Lawsuit.** Except for an action seeking a temporary restraining order or a preliminary injunction, neither party will commence any suit or action in connection with this Agreement until thirty (30) days after providing the other party with written notice setting forth in detail the claimed factual and legal basis therefore.

544.2.8 **Limitations.** No suit or action shall be brought on any claim or dispute arising out of this Agreement later than six (6) months after the expiration of the Term of this Agreement or, in the event of an earlier termination, six (6) months from the effective date of the termination.
544.3 **Termination due to Violation of HIPAA.** If VENDOR \ PROVIDER becomes aware that the PROVIDER \ VENDOR with whom it has contracted has engaged in a pattern or practice that constitutes a material violation of certain of HIPAA and HITECH Act requirements, and if the PROVIDER \ VENDOR does not take steps to cure the violation, then the VENDOR \ PROVIDER must terminate the contract and report the violation to the Department of Health and Human Services.

544.4 **Legislation; Actual or Threatened Actions.** Upon either party having received a written opinion of reasonably qualified or experienced legal counsel, or written notice of proposed adverse action by a governmental agency concluding that the Agreement is likely to violate federal or state statutes or regulations, and upon the other party having been provided a written copy of same, and unless the parties can agree, within sixty (60) days, to adequate revision or amendment of this Agreement and their relationship, such that the parties are no longer at risk, this Agreement shall immediately terminate.

544.5 **Obligations Surviving Termination.** Irrespective of whether the Agreement is terminated as provided for herein or expires without renewal, the parties agree that with respect to any PHI provided to VENDOR during the term of the Agreement, VENDOR shall continue to maintain, use and disclose said PHI in accordance with the provisions of this Agreement, unless said PHI is otherwise appropriately destroyed or returned to the PROVIDER, to the extent required by law.

544.6 **Effect of Multiple Parties.** In the event there are more than two parties to this Agreement, the termination of this Agreement with respect to any one party shall not automatically terminate this Agreement with respect to the remaining parties.

545 **MISCELLANEOUS COVENANTS**

545.1 **Assignment.** This Agreement shall not be assignable by any party hereto without the written consent of the other party.

545.2 **Federal Government Access to Books and Records.** To the extent required by the Social Security Act (and any regulations promulgated there under), until the expiration of four (4) years after the termination of this Agreement, the parties shall make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their authorized representatives, this Agreement and all books, documents and records that are necessary to certify the nature and extent of the financial relationships and obligations, use or disclosure of PHI called for with respect to this Agreement. Each party shall promptly notify the other, in writing, of any such request and provide the other with access to the same books, documents and records as are made available to the requester.

545.3 **Confidentiality of Information.** The business affairs and information of the parties including, without limitation, this Agreement, are confidential and neither party will discuss such matters with or disclose the contents of this Agreement to anyone who is not a trustee, officer, agent, or a fiduciary of either party having a need to know such information in performance of his/her duties under this Agreement, all of whom shall be subject to these provisions concerning confidentiality.

545.4 **Entire Agreement.** This Agreement and the exhibits attached to it supersedes all previous contracts and commitments and constitutes the entire Agreement between the parties with respect to the uses and disclosures of PHI and the services specified and agreed upon in this Agreement. Neither party shall be entitled to benefits other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by
amendment as provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s). The parties specifically acknowledge that in entering into and executing this Agreement each is relying solely upon the representations and terms contained in this Agreement and no others.

545.5 Amendment. None of the terms and provisions of this Agreement and the exhibits and schedules attached (if any) may be modified or amended in any way except by an instrument in writing executed, on behalf of VENDOR, by any official of VENDOR appropriately authorized with respect to such execution, and on behalf of PROVIDER, by an official of the PROVIDER specifically authorized by its Board of Directors with respect to such execution.

545.6 Waiver. The failure by either party at any time to require the performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement nor prejudice either party with regard to any subsequent action.

545.7 Notices. Any notice or other communication required or permitted under this Agreement shall be provided to the following parties at the following locations, and shall be sufficiently given if in writing and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respective communications of that type), registered or certified mail (postage prepaid with return receipt requested):

VENDOR: Osceola County Commission on Aging
PO BOX 594
Evart, Michigan 49631

PROVIDER: Reliance Community Care Partners
2100 Raybrook Street SE
Suite 203
Grand Rapids, MI 49546

The parties may change the address for notices, payments or statements by giving written notice of such address change in the manner described herein. Notices shall be deemed received: (i) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after deposit with an overnight courier; or (ii) three (iii) business days after being sent by registered or certified mail.

VENDOR agrees to indemnify and hold harmless PROVIDER from any and all liability, damages, costs (including reasonable attorney fees and costs), and expenses incurred by, imposed on, or asserted against PROVIDER arising out of any claims, demands, awards, settlements, fines, or judgments relating to VENDOR's access, use, or disclosure of PHI in violation of this Agreement. In turn, PROVIDER agrees to indemnify and hold harmless VENDOR from any and all liability, damages, costs (including reasonable attorney fees and costs), and expenses incurred by, imposed on, or asserted against VENDOR arising out of any claims, demands, awards, settlements, fines, judgments relating to PROVIDER’s access, use, or disclosure of PHI in violation of this Agreement.

545.8 Governing Law. This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within this state without giving effect to choice of law principles of such state. The parties irrevocably consent to the jurisdiction of the courts of Michigan to determine all issues which may arise under this Agreement.
545.9 **Severability.** If any one or more of the provisions of this Agreement should be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected, impaired or prejudiced.

545.10 **Force Majeure.** Neither party shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement, when such interruption is due to: war, rebellion or insurrection; an act of god; fires; government statute, or regulation prohibiting the performance of this Agreement; strikes; labor stoppages; lock-outs or labor disputes to the extent such occurrences are not caused by the actions of the parties seeking relief under this Section; or any other causes beyond the reasonable control or anticipation of the parties.

545.11 **Interpretation.** As used in this Agreement, the masculine, feminine or neuter gender, and the singular and plural number, shall be deemed to include the others whenever the context so indicates. This Agreement shall be construed as a whole in accordance with its fair meaning. This Agreement shall not be construed against the party because that party or that party’s legal representative drafted this Agreement or any provision or portion of it. With regard to performance, time shall be of the essence.

545.12 **Section Headings.** The section headings of this Agreement are for convenience of the parties only. They in no way alter, modify, amend, limit or restrict contractual obligations of the parties.

545.13 **Counterparts.** This Agreement and any amendments to it may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

545.14 **Cooperation.** The provisions of this Agreement shall be self-operative and shall not require further agreement except as may be provided specifically herein to the contrary. However, each party shall, upon reasonable request, execute and deliver such other further documents and records as may be necessary to properly effectuate this Agreement, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein above written.

Reliance Community Care Partners

By: ___________________________

Date: ________________

Osceola County Commission on Aging

Date: ________________
Richmond Zoning Administrator, PO Box 98, LeRoy, MI 49655

Richmond Township

Zoning Compliance Permit

To be filled out in entirety by applicant -
RICHMOND TOWNSHIP ZONING COMPLIANCE PERMIT
Worksheet
Osceola County, Michigan

Application No. _

Commissioner Jack Nehmer on behalf of
Applicant name: Central Michigan Health Department
Address: 4329 220th Ave. Reed City, MI 49677
Phone 231-832-6332 ext 12
(231-499-6388) cell Jack Nehmer

Owner of property involved
Name: Osceola County
Address: 301 W. Upton Ave.
Phone: 231-832-6196

Is applicant acting as Agent of property owner: X Yes   □ No

Address of property involved: 4329 220th Ave. Reed City

Legal description of property involved or tax I.D number

State what is to be built, remodeled, altered, etc. (include dimensions for each structure i.e. garage, house, deck, porch, pole barn; include number of floors and basement) 2 sided sign,
2'H x 3'L to insure better directions to the Health Dept. - ground to bottom of sign clearance 40"-42" depending on ground level
Richmond Township

Total Value of project: $400.00

Present zoning district: ____________________ Type of Building and land use: ____________________

(Commercial, Residential ...)

Description of lot: lot depth: ___________ lot width: ___________

Lot area (acres/sq. ft.) ____________________

Is a lake, river or stream within 500 ft. of property: □ Yes X No

Access: Property is served by □ Private road* X Public road*

*Access has to be improved to current standards as given in Ordinance

ZONING DISTRICT SETBACK AND AREA REQUIREMENTS MUST BE FILLED IN

Minimum Required Actual

Lot area ____________________ Side yards from property line ____________________

Backyard from property line ___________ Road right of way if waterfront ____________________

Front yard: From road right of way/From edge of water ____________________

Septic tanks from water 100 ft. ___________ Drain fields or dry well from water 100 ft. ______

Lot Coverage (impervious material/structure/paving) (Maximum 35% coverage) _________ ______

Building height-stories _______ or feet _________

Distance between buildings _______ feet. (Either attached or at least 10 feet)

Is off-street parking proposed? □ Yes X No _______ not in this area

Estimated construction start date: _______ when approved (before end of Oct.) 2015?

SIGN EXAMPLE

Building Dept.
Emergency Mgmt.
Central Michigan Health Dept.

White with Red or Black letters

Driveway to Health Dept.

220th Ave.

(with 2 metal or treated posts)

12' - 1 sign 2' x 3' in rightway

O-cement base lightpost

about 16'
Richmond Township

MOBILE HOMES:

Mobile homes located outside of a licensed Mobile Home Park are required to have cement, cement block, brick or treated wood foundations (2"x4" top and bottom, 16" centers, 5/8" front) around entire perimeter of mobile home. Homes must have a minimum width of 24' for entire width of home. Homes must have 1200 sq ft of living area.

Mobile Home: Make __________________ Model: __________________ Year: ________

Serial Number: __________________ Outside dimensions: ______ x ______

The undersigned hereby agrees to comply with all ordinances and regulations of Richmond Township, Osceola County, Michigan and of any other agencies or governmental units which may be involved. Applicant signature hereon grants permission for township zoning official inspections as required to assure compliance with permit granted.

I/we do hereby swear that the above information is true and correct to the best of my/our knowledge.

Date: 9/4/15 Applicants: [Signature]

permit # 15-27 (approved 9/12/2015)

Approval or denial is for a term of 12 months: _______________________

Date: __________ Zoning Administrator: _____________________________

When completed, the dwelling will have the following overall:

Ground floor area ______ Chimney _________ Patio, sq. ft. _________

Number full baths ______ Inside or outside Enc. Porches ______ X ______

Number part baths ______ Hearth _________ Open Porches ______ X ______

Bedrooms ______ Wood burner _________ Decks, sq. ft. ____________

Fin. Basement area ______ Air Cond. _________ Outbuildings ______ X ______

Heat Pump ______ Drive, cement _________

Asphalt ________

Approval is contingent upon receipt of the following permits/approvals if applicable:

Building Permit; Soil & Erosion Permit; Health Dept.; DNR

Worksheet and copy of plans-to be attached to permit
ZONING COMPLIANCE PERMIT

TOWNSHIP OF RICHMOND

COUNTY OF OSCEOLA -- STATE OF MICHIGAN

ZONING DISTRICT: Commercial PERMIT NO: 15-27

1. PERMITTEE: Central Michigan Health Dept.
   Name
2. PROJECT DESCRIPTION: 2-sided 2'x3' Identity Signage

3. PROPERTY LOCATION & IDENTIFICATION NUMBER:
   67-13-008-523-10

4. COMMENTS/CONDITIONS: As described in application
   Shall be accomplished as described in application

$30.00 (THIRTY DOLLARS) PERMIT FEE CHECK NO. #Money

Order
RECEIVED BY: Art Moyses/Zoning Administrator
Date: 9/12/2015

Note(s)
1. Except as otherwise provided in the Richmond Township Zoning Ordinance, all appeals from any order, requirement, decision, or determination of the Township Zoning Administrator shall be taken within thirty (30) days after the action appealed by filing with the Township Clerk a notice of appeal specifying the grounds thereof. (Article 24)

2. Any person, corporation or firm who violates, disobeys, omits, neglects or refuses to comply with any provision, oaths, Ordinance, or any permit, license, or exception granted hereunder, or any lawful
order of the Zoning Enforcement Officer, Township Zoning Board of Appeals or the Township Board issued in pursuance of the Ordinance shall be guilty of a misdemeanor. Upon conviction thereof, before any court having jurisdiction, he shall be punishable by a fine of not to exceed $500.00 or by imprisonment not to exceed 90 days, or both. Each day during which a violation continued shall be deemed a separate offense. the imposition of any sentence shall not exempt an offender from compliance with provisions of this Ordinance.

3. All permits issued whether the cost of remodeling, repairing or altering is $10,000 or less, or in the case of a new structure where the permit fee for the structure is determined hereafter by resolution of the Board shall expire 12 months from the date of issuance. No fee is required where the cost of remodeling, repairing or altering is less than $500.00. All expired permits may be renewed for an additional one-year term at a fee of 50 percent of the original fee. All other permits shall expire 24 months from the date of issuance.

Authorized by: [Signature] (Art Moyses)

Date 9-12-2015 Zoning Administrator

Copies: Applicant, Building Department, Zoning Administrator
We hereby propose to furnish the materials and perform the labor necessary for the completion of:

**DOUBLE SIDED, ROADSIDE DIRECTIONAL SIGN.** ANY 3 FT. WHITE, BLACK WRITING, RED ARROWS - MATERIAL, ALUMINUM, 4'4" TREATED POLES - INSTALLED.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of **THREE THOUSAND FOXY FIVE** Dollars ($3450).

with payments to be made as follows:

Respectfully submitted

Per

Note - This proposal may be withdrawn by us if not accepted within _______ days.

---

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

Signature
DATE: September 30, 2015

TO: Osceola County Board of Commissioners

FROM: Ken Clark-Osceola County Mechanical Inspector

RE: Propane Tank Set Fees

I am requesting that the Board of Commissioners make a recommendation to approve the fee for propane tank sets to include the application fee and above ground tank set only. The fee for the permit would be $95.00 versus the current fee of $170.00.

If you have any further questions please feel free to contact me on Wednesday's or Friday's between the hours of 8:00 am. to 9:00 am. at the building department.

Sincerely,

[Signature]

Kenneth Clark
Osceola County Mechanical Inspector