COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, January 6, 2015
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners Room, Following the Organizational Meeting.

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.


6. Consider Payment of Claims.

7. Old Business:
   A. Discuss Grant Funding for Veterans Affairs Offices – Paul MacKersie.
   B. Discuss Board/Commission/Committee Appointments – Susan Vander Pol.
   C. Consider 2014 Other Budget Amendments, Cash Transfers and Budget Amendment Reports from Treasurer.
   D. Discuss E.M.S. Northwest Quadrant.

8. New Business:
   A. Discuss 2015 Treasurer Resolutions – Lori Leudeman.
   B. Consider E.M.S. Grant from Trans Canada – Jeremy Beebe.
   C. Consider C.O.A. MIPPA Medicaid/Medicare Assistance Agreement – Scott Schryer.
   E. Consider Agreement with LCM Surveying & Engineering – 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
DECEMBER 16, 2014

The Committee meeting was called to order at 9:33 a.m. by Chairman Emig.

Present: Commissioners Wayne, Sikkema, Stoner, Halladay, Emig, Tiedt, and Elkins.

Also present: Jeremy Beebe-EMS, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk, Scott Schryer-COA, and a few members of the public.

Motion by Commissioner Tiedt, support by Commissioner Wayne, to approve the agenda as amended. Motion carried.

Brief public comment: Paul MacKersie, Veterans Affairs-Mecosta County, and Joanne Lemieus presented information to the Board about grant funding available for Veterans Offices and asked to be on the next Board agenda to present more detailed information.

David Eggle, Sherman Township Supervisor, thanked Commissioner Stoner for her work on the County Board.

Employee/Board comment: None.

Moved by Commissioner Sikkema, supported by Commissioner Tiedt, to approve the minutes of December 2, 2014. Motion carried.

Recommended by Commissioner Tiedt, supported by Commissioner Halladay, to approve the current claims of the County in the amount of $49,001.86. Recommendation was supported with Commissioner Stoner voting no.

2014 Budget Amendments, Cash Transfers & Journal Entry Report-November
Commissioner Tiedt reviewed the budget amendments and cash transfers presented.

Recommended by Commissioner Tiedt, supported by Commissioner Sikkema, to approve the budget amendments, cash transfers and County Treasurer’s November Journal Register Report as presented. Recommendation was unanimously supported.

E.M.S. Northwest Quadrant Update
Jeremy Beebe, E.M.S. Director, briefly updated Board members on how the project was progressing. Susan Vander Pol, County Coordinator informed them the Village of Tustin is working on preparing a deed for the property being purchased by the County for the proposed base.

C.O.A. AAAWM Contract Amendment
Scott Schryer, C.O.A. Director, explained the proposed contract amendment to the Board.

Recommended by Commissioner Wayne, supported by Commissioner Sikkema, to approve the FY 2015 AAA contract amendment to provide additional funding for Commission on Aging programs and authorize the Chairman to sign. Recommendation was unanimously supported.


**County Brochure**
Commissioner Elkins shared information and examples on brochures used by other counties in Michigan. He would like to create a committee to create a brochure for Osceola County. He then explained some of the possible benefits from having a County brochure.

**Great Lakes Ag-Tech Business Incubator**
Commissioner Elkins shared information on the Great Lakes Ag-Tech Business Incubator. He noted this has commercial applications and is not restricted to agriculture.

**Bulk Paper Purchase**
County Coordinator, Susan Vander Pol, spoke to the Board about the various bids received on the bulk paper purchase. Discussion was held.

Recommended by Commissioner Elkins, supported by Commissioner Sikkema, to approve the Bulk Paper Bid from Integrity Business Solutions in the amount of $7,506.75. Recommendation was unanimously supported.

**Board/Commission/Committee Appointments**
Susan Vander Pol, County Coordinator, presented a list of appointments needing to be made by the Board. Discussion was held.

Recommended by Commissioner Sikkema, supported by Commissioner Tiedt, to approve the appointments of Gary Bailey, Shannon Schmidt, Rich Jacobs and Dave Bisbee to the Brownfield Redevelopment Authority for 3 year terms expiring 12/31/2017. Recommendation was supported with Commissioner Wayne absent.

Recommended by Commissioner Tiedt, supported by Commissioner Sikkema, to appoint Chad Booher to the Osceola County Building Authority for a 4 year term expiring 12/31/2018. Recommendation was supported with Commissioner Wayne absent.

Recommended by Commissioner Elkins, supported by Commissioner Sikkema, to appoint Iva Leftwich to Community Mental Health Central Michigan for a 3 year term expiring 06/19/2017. Recommendation was unanimously supported.

Recommended by Commissioner Wayne, supported by Commissioner Sikkema, to appoint Dave Johns to the Mecosta Osceola Transit Authority for a 3 year term expiring 05/31/2017. Recommendation was unanimously supported.

Recommended by Commissioner Sikkema, supported by Commissioner Tiedt, to appoint Jack Nehmer to the Osceola County Land Bank Authority for a one year term expiring 07/31/2015. Recommendation was unanimously supported.

Recommended by Commissioner Wayne, supported by Commissioner Stoner, to appoint David Belden to the 911 Authority Board for a 3 year term expiring 12/31/2017. Recommendation was unanimously supported.
Public Comment: None.

Board Comment: None.

Closed Session
Moved by Commissioner Stoner, supported by Commissioner Tiedt, to go into Closed Session regarding union negotiations. Motion carried with roll call vote-7 yes votes.

Open Session
Moved by Commissioner Stoner, supported by Commissioner Sikkema, to go out of Closed Session. Motion carried with roll call vote-7 yes votes.

Moved by Commissioner Wayne, supported by Commissioner Stoner, to approve the minutes from the closed session of December 16, 2014. Motion carried with unanimous voice vote.

COAM-Letter of Understanding

Recommended by Commissioner Tiedt, supported by Commissioner Sikkema, to approve the Letter of Understanding between the Osceola County Board of Commissioners and Osceola County Sheriff and Command Officers Association of Michigan reflecting a 2% increase in wages for January 1, 2015 and changes to the BCN insurance plan with vision coverage. Recommendation was unanimously supported.

POAM-Letter of Understanding

Recommended by Commissioner Tiedt, supported by Commissioner Halladay, to approve the Letter of Understanding between the Osceola County Board of Commissioners and Osceola County Sheriff and Police Officers Association of Michigan reflecting a 2% increase in Wages for January 1, 2015 and changes to the BCN insurance plan with vision coverage. Recommendation was unanimously supported.

GELC-Collective Bargaining Agreement

Recommended by Commissioner Wayne, supported by Commissioner Stoner, to approve the GELC 2015-2016 Collective Bargaining Agreement as presented. Recommendation was unanimously supported.

Employee/Board Comment: None.

Extended Public Comment: None.

Motion by Commissioner Wayne, supported by Commissioner Sikkema to adjourn at 11:24 a.m. Motion carried.

Karen J. Bluhm, County Clerk

Larry Emig, Chairman
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2014 COMMITTEE APPOINTMENT LIST

Building, Technology and Economic Development/
Public Safety / Health and Human Services Committee
Ron Sikkema, Chairperson
Roger Elkins, Vice-Chairperson
Tammy Stoner
Alt: Pam Wayne

Finance Committee
Alan Tiedt, Chairperson
Roger Elkins, Vice-Chairperson
Ron Sikkema
Alt: Pam Wayne

Personnel and Administration Committee
Larry Emig, Chairperson
Roger Elkins, Vice-Chairperson
Jill Halladay
Tammy Stoner
Alt: Alan Tiedt
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 ( )
- Debt Service ( )
- Other ( )
- Special Revenue ( )

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COA

Department Head Signature

12-19-14

Board of Commissioners/Representative

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

Fax to Coord, 1/5/15
### County of Osceola

#### BUDGET AMENDMENT 2014

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 ( )
- Debt Service ( )
- Special Revenue ( )
- Other **X**

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**Department**

COA

**Department Head Signature**

12-19-14 Date

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**Board of Commissioners/Representative**

Recorded ( ) Motion/Resolution No.

Budget Amendment No.

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Fay to Coor. $Treas.

12-19-14
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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      Debt Service ( ) Other ( )

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CoA
Department

Scott Schuy
Department Head Signature

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

12-30-14 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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Osceola CoA
Department: Board of Commissioners/Representative.

Scott Scher
Department Head Signature

12/30/14 Date

Recorded ( ) Motion/Resolution No.
Budget Amendment No. ____________
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

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Debt Service ( ) Other _______ ( )

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Department

Kasey Frederick

Department Head Signature

12/23/14 Date

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No. __________

Budget Amendment No. __________
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

FUND: General ( ) 245 Capital ( ) Special Revenue ( )
Debt Service ( ) Other 292 ( ) CCF

REVENUE:

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EXPENSES:

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

Pamela Family Court
Department Head Signature
1/23/14 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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Department

Board of Commissioners/Representative

Department Head Signature

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

EXPLANATION: Operation of 4th ambulance for entire year was not budgeted in 2014.
RESOLUTION 2015 -
TAX CREDIT FOR ELDERLY, DISABLED, ETC.

WHEREAS, the County Board of Commissioners may provide that for taxes paid in the first year of delinquency before May 1, for the homestead property for which a senior citizen, paraplegic, quadriplegic, eligible serviceman, eligible veteran, eligible widow, totally and permanently disabled person, or blind person, as those persons are defined in Chapter 9 of Act No. 291 of the Public Acts of 1967, as amended, makes a claim before February 15, for the credit provided by Chapter 9 of Act No. 281 of the Public Acts of 1967, as amended, if that claimant presents a copy of the form filed for that credit to the County Treasurer, has not received the credit before March 1: any interest, fee, or penalty that would have been added if the tax had been paid before February 15 shall be waived; and

WHEREAS, the County’s general fund must refund to the Delinquent Tax Fund any interest waived pursuant to the act to the above statute;

NOW THEREFORE BE IT RESOLVED, that the Personnel & Administration/Finance Committee recommends that the Board of Commissioners waive any interest, fee or penalty as specified above for the 2014 tax levy. In addition, the committee recommends that the Board emphasize that:

1. The property tax credit claims must have been filed with the Michigan Department of Treasury prior to February 15, 2015.
2. The eligible person must retain a copy of the property tax credit claim and present a copy of the claim to the County Treasurer.
3. The eligible person must not have received the credit before March 1, 2015.
4. The Taxes must be paid by May 1, 2015.
RESOLUTION 2015 -
OSCEOLA COUNTY INVESTMENT POLICY

Purpose--It is the policy of Osceola County to invest its funds in a manner, which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the County and comply with all state statutes governing the investment of public funds.

Scope--This investment policy applies to all financial assets of the County. These assets are accounted for in the various funds of the County and include the general fund, special revenue funds, debt service funds and capital project funds (unless bond ordinances and resolutions are more restrictive), enterprise funds, internal service funds, trust and agency funds and any new fund established by the County.

Objectives--The primary objectives, in priority order, of the County=s investment activities shall be:

Safety--Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Diversification: The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Return on Investment--The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

Delegation of Authority to Make Investments--Authority to manage the investment program is derived from the following: Osceola County Board of Commissioners= most current resolution designating depositories and MCL 48.40 requiring the County Treasurer to be the custodian of the County=s funds. Management responsibility for the investment program is hereby delegated to the Osceola County Treasurer who shall establish written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, cash purchase or delivery vs payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Osceola County Treasurer. The Osceola County Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

The Osceola County Treasurer is limited to investments authorized by Act 20 of 1943, as amended, and may invest in the following:
NOTE—the following list includes all investments authorized by Act 20 PA 1943, as amended. Each County may remove or limit each section of the list as the County desires.

(a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
(b) Certificates of deposit, savings accounts, deposit accounts, or depository of a financial institution. Authorized depositories shall be designated by the Osceola County Board of Commissioners at the Board=s organizational meeting after each regular election of the commissioners.
(c) Commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard rating services and that matures not more than 270 days after the date of purchase.
(d) Repurchase agreements consisting of instruments listed in (a).
(e) Bankers= acceptances of United States banks.
(f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated investment grade by not less than 1 standard rating service.
(g) Mutual funds registered under the investment company act of 1940, title I of Chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with the authority to purchase only investment vehicles that are legal for direct investment by the County. This authorization is limited to securities whose intention is to maintain a net asset value of $1.00 per share.
(h) Investment Pools through an interlocal agreement under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
(i) Investment Pools organized under the surplus funds Investment Pool Act, 1982 PA 367, 129.111 to 129.118.
(j) The Investment Pools organized under the local government Investment Pool Act, 1985 PA 121, MCL 129.141 to 129.150.

Safekeeping and Custody—All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the Osceola County Treasurer may be on a cash basis or delivery vs payment basis as determined by the County Treasurer. Securities may be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts as determined by the Treasurer.

Prudence—Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
RESOLUTION 2015 - ___

DEPOSITORY RESOLUTION FOR OSCEOLA COUNTY

WHEREAS, under the laws of the State of Michigan, Act No. 40 of the Michigan Public Acts of 1932, 1st Extra Session, as amended (MCL 129.12), this Board is required to provide, by resolution, for the deposit of all public monies, including tax monies, belonging to, or held for, the State, County or other political units coming into the hands of the County Treasurer, in one or more Financial Institutions within the State.

THEREFORE BE IT RESOLVED, by the Osceola County Board of Commissioners as follows:

1. The Osceola County Board of Commissioners hereby provides for the designation and deposit of all public money including tax money by the Osceola County Treasurer in the following financial institutions:

   Chemical Bank
   First Merit Bank
   Huntington National Bank
   JP Morgan Chase Bank
   Lake Osceola State Bank
   Wolverine Bank

2. The Treasurer is authorized to enter into and execute on behalf of the County any contracts with any bank or trust company for the safekeeping or their party custodianship of any of the County’s securities as well as any contracts or repurchase agreements with any corporation for the purchase of any such securities which will be the subject of such safekeeping or third party custodianship arrangements, on such terms and conditions as the County Treasurer shall require, and;

3. The County Treasurer is authorized to rely on the continuing effect of these Resolutions until amended or repealed by a subsequent resolution of this or a successor Board of Commissioners.
DATE: December 8, 2014

TO: Executive Director

FROM: Jo Murphy, Executive Director MMAP, Inc.

SUBJECT: MIPPA 2014-17 Beneficiary Outreach and Assistance Purchase of Service Agreement

Please find enclosed your MIPPA 2014-17 Beneficiary Outreach and Assistance Purchase of Service (MIPPA 2014) agreement for the period of October 1, 2014 through September 29, 2017.

The purpose of the 2014 MIPPA Project is to provide information, counseling, and assistance that will help Medicare beneficiaries understand and apply for the Medicare Low-Income Subsidy (LIS) or Medicare Savings Program (MSP). MMAP, Inc. has formed a Purchase of Service Pool (Pool) and will reimburse MIPPA Partner Agencies $100.00 for each successfully submitted LIS and MSP application.

The Michigan Office of Services to the Aging (OSA) has established a similar Purchase of Service Pool for community agencies associated with regional Adult and Disability Resource Collaboratives (ADRC). MMAP, Inc. will not reimburse its MIPPA Partner Agencies for LIS or MSP applications that have been previously submitted for reimbursement from the OSA Purchase of Service Pool.

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

Thank you.

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

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

This is an agreement between MMAP, Inc. located at 6105 W St Joseph Hwy, Suite 204, Lansing, MI 48917 and Osceola Co Commission on Aging located at PO Box 594, 732 West 7th St, Evart, MI 49631 to provide information, one-on-one counseling, and assistance that will help Medicare beneficiaries understand and enroll in LIS or MSP.

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

The federal funding provided by MMAP, Inc will be paid at $100.00 per completed LIS or MSP enrollment application. The Catalog of Federal Domestic Assistance (CFDA) number is 93.071 and the CFDA Title is Medicare Improvements for Patients and Providers Act: Medicare Savings Program, Low Income Subsidy & Prescription Drug Enrollment Assistance Outreach and Assistance: Priority Area 1 SHIPs and Priority Area 2 AAAs. The federal agency is the Department of Health and Human Services-Administration for Community Living and the federal grant award numbers are 14AAMIMSHI and 14AAMIMAAA. The grant period is September 30, 2014 through September 29, 2017.

This contract begins October 1, 2014 and continues as long as Pool funds remain available, but no later than September 29, 2017. This is a pay for performance agreement; partners will be paid on a first come, first served basis until Pool funds have been depleted.

Partner Agency will be paid $100.00 for the following tasks with the appropriate documentation:

- For each LIS Application
- For each MSP Application

Payments will be based on and processed once documentation for the LIS or MSP application has been received and reviewed by MMAP, Inc.
Partner Agency will only be reimbursed for application assistance provided October 1, 2014 and later, until Pool funds have been deleted.

Partner Agency Responsibilities:

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

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

3. Maintain in a locked, fireproof storage system, for seven years from the close of the 2014-17 MIPPA Grant, hard copy documentation that supports MIPPA services provided by the Partner Agency as reported on MIPPA Reimbursement Requests submitted to MMAP, Inc. Supporting documentation should include:
   a. LIS: Successful Submission page for on-line LIS application or other documentation from the Social Security Administration acknowledging the beneficiary’s application
   b. MSP: application pages that include beneficiary information, request for health care coverage assistance, and beneficiary signature. Such information should be included on:
      i. MIBridges application: pages 1, 3, and 8
      ii. DCH-1426: pages 2, 3, and 9
      iii. DHS-1010 (MSP Redetermination): pages 1-4
   c. Alternative documentation should only be retained with prior approval from MMAP, Inc.

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

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

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

7. Recruit and enter into agreements with community partners to expand Partner Agency outreach and education efforts, as well as one-on-one counseling and application assistance opportunities.

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

MMAP, Inc. Responsibilities:

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

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

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

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

5. Provide regular reports detailing the status of reimbursement requests received from the Partner Agency.

6. Provide the Partner Agency with regular reports detailing the number of MIPPA enrollments in the Pool available for reimbursement. Complete MIPPA Reimbursement Requests submitted and received in the MMAP, Inc. office by noon on Thursdays will be subtracted from the Pool and the reduced total available enrollments will be indicated in the report.
This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties.

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

Signature of Authorized Representative

Jo Murphy, Executive Director
MMAP, Inc.

Date
12/08/2014
Date
December 10, 2014

Dear HHS, Health Options® Provider,

Thank you for your continued involvement with HHS, Health Options (HHS) in the provision of services to those in our community. It is our privilege to work with you on this endeavor. There are many exciting changes within HHS outlined below.

Conditions of Participation

The Conditions of Participation have been rewritten. There are many changes. Please make sure that you read them and note the changes. You will be asked to sign an attestation that you received the information. Please get rid of all old copies of this document. These conditions will be in effect for dates of service after December 31, 2014.

Insurance

Please submit copies of your current insurance for the following insurances:

- GENERAL LIABILITY INSURANCE
- PROPERTY INSURANCE
- FIDELITY BONDING
- AUTOMOBILE INSURANCE (for company owned vehicles)
- WORKERS COMPENSATION

Satisfaction

Please fill out the enclosed satisfaction survey related your experience in the past year with HHS, Health Options. We are always looking to improve our services and your feedback is much appreciated in this endeavor.

Rate Sheets

Enclosed are two copies of the rate sheet for your organization. Please sign one copy and send it back and keep the other copy for your records. If you need new billing sheets, please contact us and we will email or fax them to you based on your preference.

Residential Questionnaire

For providers that provide residential services to participants, there is a questionnaire enclosed to fill out. This is for information only. The listed criterion is not required.

Please provide the following required information to HHS by January 6, 2015. Information can be mailed to Karla Wagner at 2100 Raybrook SE suite 203 Grand Rapids, MI 49546 or faxed to (616) 954-1520 or emailed to Karla.Wagner@hhshealthoptions.org
News

- Steve Aurand has accepted a different position and will no longer work for HHS after December 31, 2015. Karla Wagner will be the contact for providers. Contact information is Karla.Wagner@hhshealthoptions.org or phone number is (616) 954-1554. Please call Karla with any questions or concerns.

- HHS is implementing a new software system as of January 1, 2015. During the initial months of this process, providers may experience a slight delay in the processing of claims and the distribution of payments. HHS will still assure payment within 30 days of the receipt of clean claim maintaining contractual compliance.

- Due to the new system, the payment for Senior Millage services and MI Choice Waiver will be processed separately. Providers will begin to see two different checks; one for Senior Millage participants and one for MI Choice Waiver participants.

Service Reminders

- For those that provide nursing services, please submit nursing notes with the claims.

- Providers cannot provide transportation services at the same time they are providing community living supports services.

- Adult day health providers cannot provide community living supports services at the same time they are providing adult day health services.

- The FY15 MI Choice Minimum Standards will be posted on the HHS website under the provider tools for your review. They can be emailed to your agency upon request.

Holidays

On behalf of the staff at HHS, please accept the calendar as a gift to you. Thanks again for your participation with us. Happy Holidays to you and yours!

Sincerely,

Karla Wagner
Provider Network Manager
HHS, Health Options
Karla.wagner@hhshealthoptions.org
Phone: (616) 954-1554
Fax: (616) 954-1520
HHS, HEALTH OPTIONS®
LONG TERM CARE PROGRAMS
COMPLIANCE ACKNOWLEDGEMENT

I, ________________________, the authorized agent of ____________________________
(Print Name) (Name of Organization)

under contract with HHS, Health Options® recognize that I have received, reviewed and
acknowledge my obligations as specified under the following documents:

✔ Exhibit 2 Conditions of Participation
✔ Exhibit 3 Minimum Operating Standards for MI Choice Waiver Program Services

__________________________________________  ____________________________
Signature                                      Date

Note: Failure to sign and return this compliance attestation does not negate any agent of a
network provider from his or her responsibility to adhere to the standards.
HHS, HEALTH OPTIONS® (HHS)
MI CHOICE WAIVER PROGRAM, KENT COUNTY SENIOR MILLAGE, OTHER HHS PROGRAMS

HOME-BASED CONTRACTED SERVICE PROVIDER
CONDITIONS OF PARTICIPATION
EXHIBIT 2

CONDITIONS SUMMARIZED

Condition 1. Agency Structure

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

Condition 2. Legal Adherence

The provider must comply with and adhere to all required Federal, State and Local laws and regulations as listed in the Purchase of Service Agreement and Minimum Operating Standards for MI Choice Waiver Program Services.

Condition 3. Physical Facility

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

Condition 4. Administrative Policies

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

Condition 5. Personnel Policies

The provider must have written personnel policies that are in compliance with State and Federal employee practice regulations.

Condition 6. Service Delivery

The provider must deliver services in compliance with service specifications and in accordance with the person-centered plan developed and authorized by the MI Choice Waiver Program, Kent County Senior Millage or other HHS program.

Condition 7. Compliance

The provider must comply with all contract requirements, Conditions of Participation, relevant standards and monitoring and reporting requirements of HHS programs.

Condition 8. Billing

The provider must submit timely billings for authorized services rendered using established procedures and in compliance with outlined requirements.

Condition 9. Grievances and Severability

The provider must provide notice of termination of the contractual agreement and participate in HHS’s provider dispute resolution procedure.
Condition 1. Agency Structure

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

Required Elements:

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

1.2 The provider shall employ competent personnel sufficient to provide services pursuant to the contractual agreement and must have a written table of organization that clearly defines lines of administrative authority and responsibility to the direct care level.

1.3 The provider must have a written statement of policies and directives or bylaws or articles of incorporation.

Condition 2. Legal Adherence

Provider must comply with and adhere to all required Federal, State and Local laws and regulations as listed in the Purchase of Service Agreement and Minimum Operating Standards for MI Choice Waiver Program Services. These include but are not limited to the Pro-Children Act, Hatch Political Activity Act and Intergovernmental Personnel Act, Equal Employment Opportunity Act, Clean Air Act and Federal Water Pollution Control Act, Federal Civil Rights Act, Drug Free Workplace Act, Americans with Disabilities Act, Health Insurance Portability and Accountability Act (HIPAA), Conflict of Interest and the Byrd Anti-Lobbying Amendment.

Required Elements:

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

2.2 The provider must have written attestation supporting compliance with non-discrimination laws in service delivery.

2.3 The provider must have a written statement supporting compliance with Drug Free Workplace laws. The State of Michigan prohibits the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the provider’s workplace.

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

2.5 The provider must not be excluded from receiving federal contracts, certain subcontracts, and from certain types of federal financial and non-financial assistance and benefits. Exclusion records will be checked using the System for Award Management (SAM) site.

Condition 3. Physical Facility

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

Required Elements:

3.1 The provider must have a telephone and a fax machine to receive orders for service/ authorizations.
3.2 The provider must designate and utilize a locked storage space for the maintenance of all HHS participant records.

Condition 4. Administrative Policies

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

Required Elements:

4.1 The provider must maintain administrative policies and procedures to support daily operations.

4.2 The provider must establish accessible record systems to verify all programmatic and fiscal information is reported and make such records available for review by HHS staff, Michigan Department of Community Health (MDCH), and/or Centers for Medicare & Medicaid Services (CMS).

4.3 The provider must have a written procedure for reporting and documenting all incidents that affect a participant’s physical or emotional well-being.

4.3.1 The provider must notify the HHS Case Manager of any incidents within one (1) business day of occurrence and document the notification.

4.3.2 The provider shall be prepared to bring to the attention of appropriate officials for follow up, conditions or circumstances that place the participant, or the household of the participant, in imminent danger.

4.4 The provider must have written policies and procedures to assure the availability of services in emergency situations. The provider must evaluate the occupational exposure of employees to blood or other potentially infectious materials that may result from the employee’s performance of duties. The provider must establish the following:

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

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

4.4.3 A training program on Universal Precautions.

4.5 The provider must maintain comprehensive and complete participant records. Refer to the Minimum Operating Standards and Definitions for each service for further detail. Files shall be made available to authorized representatives of HHS, MDCH, or CMS. At a minimum the participant record shall contain:

4.5.1 A copy of the summary of HHS’ assessment

4.5.2 A copy of the approved authorizations and corresponding service adjustments for the participant

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

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

4.5.5 Documentation of services delivered and billed to HHS. Failure to produce complete documentation upon request will result in recoupment of unverifiable units of service billed to
and paid by HHS.

4.5.6 Documentation of accident reports as applicable

4.5.7 Documentation of termination reason as applicable

4.6 The provider must maintain signed and dated documentation of each participant contact. Documentation of services provided in the home must include the participant name, date of service, start time, stop time, tasks completed, provider staff signature and participant/HHS approved delegate signature.

4.6.1 Tasks completed must correspond to the tasks ordered on the authorization.

4.6.2 Participants must not be asked to sign blank time sheets. Timesheets must not be prefilled with dates, times, signatures or tasks.

4.7 The provider must keep all participant records (written, electronic, or other) confidential and in controlled access files for at least seven years following the date of participant service termination.

4.7.1 The provider must adhere to requirements as specified in the HHS Business Associate Agreement and maintain an agreement with all subcontractors assuring adherence to the same requirements.

4.7.2 The provider must have established procedures to protect confidential information about participants collected in the conduct of it responsibilities. No information will be disclosed without the prior informed consent of an individual for his/her legal representative. Disclosure may be allowed by court order, or for program monitoring by authorized federal, state, or local agencies (which are bound to protect the confidentiality of participant information) so long as access is in conformity with the Privacy Act of 1974. This applies to all information whether written, electronic, or oral.

4.7.3 The provider must maintain the security and privacy of all Protected Health Information (PHI) in a manner consistent with all applicable State and Federal laws and regulations.

4.8 The provider must notify each participant, in writing, at the time service is initiated of his or her right to comment about service provision or appeal the termination of services. Such notice must advise the participant that he/she may file complaints of discrimination with HHS, DHS, Office of Civil Rights, or Michigan Department of Civil Rights.

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

Condition 5. Personnel Policies

The provider must have written personnel policies that are in compliance with State and Federal employee practice regulations.

5.1 The provider shall have written procedures governing, recruiting, training, and supervision. Personnel policies must apply to all individuals involved in the direct delivery of services. This includes paid and volunteer staff regardless of the relationship to the participant.

5.2 The provider must have written job descriptions or statements of job responsibilities that include qualifications (as applicable to service) for each position involved in direct delivery of service.
5.3 The provider must have a written policy to conduct and document annual performance appraisals for all individuals involved in the direct delivery of services.

5.4 Service providers must conduct in-home supervision of each staff at least twice per each fiscal year. A qualified professional must conduct the supervisory visit. Staff providing hands-on care must receive supervisory visits from a Registered Nurse. Documentation of all supervisory visits must be maintained in the employee record. Supervision documentation must include the name and title of the supervisor, the staff receiving supervision and the location of the supervision.

5.5 The provider must have a supervisor available to direct care workers at all times while the worker is furnishing services to participants.

5.6 The provider must have documentation signed and dated by staff members that indicates completion of an orientation prior to servicing an HHS participant that includes:

5.6.1 The provider's purpose, policies, and procedures including but not limited to:

1. Employee position description/expectations
2. Agency personnel policies
3. Reporting procedures and policies
4. Agency organizational chart
5. Lines of communication

5.6.2 Training which includes at a minimum, the following topics:

1. Introduction to MI Choice Waiver
2. Aging Network
3. Documentation required and maintenance of records and files
4. The Aging Process
5. Working with disabled individuals
6. Ethics, specifically;
   Acceptable work ethics
   Honoring the participants’ dignity
   Respect of the participant and their property
   Prevention of theft of the participant’s belongings
7. Emergency Procedures
8. HIPAA and IIHI (Individually Identifiable Health Information)
9. Assessment and observation skills
10. Person Centered Planning
11. Universal Precautions

5.7 The provider must have written policy to assure that all participant information remains confidential whether written, oral, or electronic.

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

5.9 The provider must maintain a personnel file on every staff member (including volunteers and contract workers) who provides services. This file must include:

5.9.1 A resume or application for employment that includes work history

5.9.2 Documentation of provider attempts to confirm employee previous work experience, training, and employment.
5.9.3 Documentation of a thorough check of references prior to entering the home of a participant. Documentation is to include successful and unsuccessful attempts to check references.

5.9.4 Written verification of required licensure/certification.

5.9.5 A copy of annual performance appraisals signed by the staff member.

5.9.6 A copy of all supervisory visits conducted.

5.9.7 A copy of the Criminal History Screening (initial and most current).

5.10 Each provider staff person, paid or volunteer, who enters a participant's home shall display proper identification, either an agency picture identification card or a Michigan driver's license and some other form of agency identification.

5.11 The provider must conduct a criminal history screening for staff members that provide, either directly or indirectly, services for HHS participants. Criminal history screenings must be conducted prior to initial delivery of service to participants, and no less than every three (3) years thereafter.

5.11.1 This condition shall be effective 1/1/15 for staff hired on or after 1/1/15.

5.11.2 This condition shall be in effect for staff hired prior to 1/1/12 on 4/1/15.

5.11.3 All other staff shall have their criminal history screenings repeated on or before the third year from their last screening.

5.11.4 Staff providing hands-on care or that enters a participant's home shall receive a criminal history screening conducted through the Michigan State Police.

5.11.4 Any individual that has ownership interest in the provider, staff that provides services on behalf of the provider that has direct access to the participant or their property, financial information, medical records, treatment information, or any other identifying information, or any individual providing services to a participant for which the agency is reimbursed under Medicaid must have a criminal history screening through applicable public record databases.

5.11.5 The provider will review the positive results on any criminal history screening and take action relative to the findings.

1. New employees can not be utilized to provide care for HHS participants.
2. New employees that are being considered for hire to provide care to a family member, the agency will notify HHS. These employees continue to be ineligible to provide care to HHS participants.
3. Current employees with a positive result must be immediately removed from providing care to HHS participants.
4. The Provider must notify HHS of current employees with a positive result and the action taken within one day of the issue.
5. If the current employee is a paid family caregiver, it is recommended that the provider conduct an investigation and follow up with Adult Protective Services and/or the police to ensure the health, welfare and safety of the participant.
<table>
<thead>
<tr>
<th>Length of Time Barred from Working</th>
<th>Types of Conviction</th>
</tr>
</thead>
</table>
| **Lifetime Ban**                | * Felony related to manufacture, distribution, prescription or dispensing of a controlled substance. (Felony must have occurred after August 21, 1996)  
* Felony or misdemeanor related to delivery of item or service under any state or federally funded health care program.  
* Felony of health care fraud (Felony must have occurred after August 21, 1996).  
* Felony or misdemeanor patient abuse.  
Felonies involving the use of a firearm or dangerous weapon.  
Felonies involving cruelty or torture  
Any conviction relating to the abuse of or fraud against a vulnerable adult.  
Felonies involving abuse or neglect  
Felonies involving criminal sexual conduct  
Felonies that involves the intent to, or results in, death or serious impairment of a body function  
Felonies involving the diversion or adulteration of a prescription drug or other medications.  
Felonies involving the use or threat of violence. |
| **Fifteen Years After Completion of Parole or Probation** | Any other felony |
| **Ten Years After Completion of Parole or Probation** | Misdemeanors involving the use or threat of violence.  
Misdemeanors involving the use of a firearm or dangerous weapon.  
Misdemeanors involving abuse or neglect.  
Misdemeanor related to delivery of item or service under any state or federally funded medical insurance program.  
Misdemeanor related to submission of falsified records or reports to a state licensing authority or the interference of an individual attempting to submit a report to a state licensing authority.  
Misdemeanor involving cruelty or torture.  
Misdemeanor involving sexual conduct (4th degree) |
| **Five Years From the Date of Conviction** | Misdemeanor cruelty if committed by an individual who is less than 16 years of age  
Misdemeanor home invasion  
Misdemeanor embezzlement  
Misdemeanor negligent homicide  
Misdemeanor involving a moving violation that causes serious impairment of a body function to another person  
Misdemeanor larceny  
Misdemeanor second degree retail fraud  
Any other misdemeanor involving assault, fraud, theft, or possession or delivery of a controlled substance. |
Three Years From the Date of Conviction
Misdemeanor assault without use of firearm or dangerous weapon and no intent to commit murder or inflict great bodily injury
Misdemeanor third degree retail fraud
Misdemeanor involving the creation, delivery or possession with intent to manufacture or deliver a controlled substance.

One Year From the Date of Conviction
Misdemeanor involving the creation, delivery, or possession with intent to manufacture or deliver a controlled substance by an individual who is less than 18 years of age.

5.11.6 The provider will mandate that employees report any charges, pleas, or convictions of felonies or misdemeanors. Provider policy must state if the employee does not report such incidence to employer they may be terminated immediately.

5.11.7 The provider may not employ in the delivery of service to HHS participant any staff member that has been subject of a substantiated finding of neglect, abuse or misappropriation of property by a state or federal agency pursuant to an investigation conducted in a skilled nursing or nursing facility at which the staff member was employed.

5.11.8 The provider may not employ in the delivery of service to an HHS participant any staff member that becomes or has been the subject of an order or disposition finding of not guilty by reason of insanity.

5.12 Both volunteer and paid staff of adult day health, in-home care, and home delivered meal providers must receive in-service training at least twice each fiscal year (October 1 – September 30) which is specifically designed to increase their knowledge and understanding of the program and participant and to improve their skills at tasks performed in the provision of service. Comprehensive records identifying dates of training and topics covered are to be maintained in each employee's personnel file. An individualized in-service training plan should be developed for each staff person when a performance evaluation indicates a need.

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

5.14 The provider must have procedures in place for obtaining participant signatures on the timesheets (or similar document) of direct care workers to verify that the worker provided the services ordered by HHS. In the event, the participant is unable to sign, the provider must coordinate with HHS and document who can provide an authorized signature.

5.15 The provider must establish a policy in place prohibiting direct care workers from smoking in participant’s homes.

5.16 The provider must establish a policy prohibiting direct care workers from threatening or coercing the participants in any way. The policy needs to assure the health, welfare, and safety of the participant and notification to the proper authorities. Failure to establish and enforce this policy is grounds for immediate termination of the contract.

5.17 The provider must immediately report any conflict of interest that exists between the staff and/or volunteers and the HHS program participant to the Case Manager.
5.18 The provider must report, in good faith, any incidence of false claim fraud, waste or abuse of public funding to HHS.

Condition 6 Service Delivery

The provider must deliver services in compliance with service specifications and in accordance with the person-centered plan developed and authorized by the HHS program staff.

Required Elements:

6.1 The provider must acknowledge acceptance of the participant referral for consideration of service within one (1) working day of the HHS request.

6.2 The provider must collaborate with the HHS programs regarding issues of service delivery and participant status. The provider must immediately notify the HHS if there is a change in the participant status, location or admission to an institution.

6.3 The provider must designate a contact person with whom HHS staff can discuss referrals, authorizations, and service delivery schedules or problems.

6.4 The provider must not increase or decrease units of participant service or change a schedule without prior approval by HHS Case Management staff. Increases without prior authorization shall not be reimbursed by HHS, the State of Michigan, nor are they billable to the participant.

6.5 The provider must make all reasonable efforts to deliver services as authorized.

6.5.1 The provider shall not change authorized days of service except as required to meet the participant needs and at the participant's request (priority 2 and 3 only).
   1. No one participant should have the service time or day of service changed more than one time a week without prior authorization form the HHS Case Manager.
   2. Permanent changes to service schedules require prior authorization from the HHS Case Manager.
   3. Units of service from multiple dates of service may not be combined within a single date of service unless explicitly authorized, in writing, by HHS.

6.5.2 The provider shall be prepared to make arrangements for availability of services to participants in weather related emergencies, as appropriate.

6.5.3 In the event of a staff member absence, the provider must furnish a substitute to deliver the services as authorized.

6.5.4 Participants whose service authorizations are marked as Priority 1 must receive services as ordered regardless of unforeseen circumstances.
   1. Documented failure to meet schedule obligations of a service authorization that has been marked as a Priority 1 may result in contract termination.
   2. If the schedule obligations of a service authorization that has been marked as Priority 1 cannot be met, the provider must immediately report this by telephone to the HHS.
   3. The provider is responsible for assuring that all participants receive services as authorized by HHS. The Priority Classification system should not be used as a replacement for sound staffing planning in the acceptance of HHS referrals.

6.5.5 The provider shall not use the Priority classification to determine that a participant may receive fewer hours of service in one week than authorized by HHS. The total number of service hours one participant receives should never be reduced to serve another participant.
6.5.6 When services cannot be delivered as authorized for an individual with a Priority 2 or 3, the service may be able to be rescheduled. Authorizations written for the week could be rescheduled within the week. All services not delivered need to be reported to HHS.

6.5.7 In situations of potential participant and/or provider staff jeopardy, the provider must participate with HHS in good faith towards problem resolution in order to promote continuing service delivery.
1. Providers are not expected to deliver services to any participant if they delivery of service would pose a significant risk of harm to the providers staff.
2. Such events must be reported to HHS with in one (1) business day of occurrence.

6.5.8 Services ordered may not be subcontracted to another entity without prior written authorization from HHS.

6.5.9 The provider must notify the participant who is to receive a new caregiver or a change in service appointment time prior to implementing the change.

6.6 The provider cannot be reimbursed for time spent traveling to a participant’s home. The provider cannot be reimbursed if no service is provided.

6.7 Services provider under the HHS Purchase of Service Agreement must not duplicate services available under Medicare, Medicaid or other third party resources for which the provider may be enrolled.

6.8 The provider shall employ a registered nurse (RN) to supervise direct care staff and is available to staff when they are in the participant’s home.

6.9 Each provider shall establish written procedures to govern administration of medications that includes at a minimum:

6.9.1 Who is authorized to assist the participants in taking their prescription or over the counter medications and under what conditions such assistance may take place.

6.9.2 Verification of prescriptions and dosages. All medications shall be maintained in their original, labeled containers.

6.9.3 Instructions for entering medication information in participant files.

6.10 Each provider of service that includes the physical handling, setting up in dispensers or planners, dosing, or assistance with medications shall maintain a current, comprehensive medication list.

6.10.1 Medication lists shall be verified with prescribing physicians prior to rendering any medication assistance. Medication lists are available by contacting the HHS Case Manager.

6.10.2 Medication lists shall be verified, at a minimum, every three (3) months or more frequently as needed to ensure completeness and accuracy of medication lists.

6.11 The participant service plan shall be reviewed with each care provider prior to his/her initial delivery of service.

6.12 The provider must notify each participant, in writing, at the time service is initiated of his or her right to comment about service provision or appeal, denial, reduction, suspension, or termination of services.

6.13 The provider must give a minimum of seven (7) days notice prior to terminating the services for an individual participant.
6.14 The provider must attempt to maintain an in-home journal that contains the minimum requirements of the date of service provided, start times, stop times, a written summary of tasks performed, pertinent information regarding the participant, changes, problems and signatures from the caregiver and the participant.

**Condition 7 Compliance**

The provider must comply with all contract requirements, Conditions of Participation, relevant standards and monitoring and reporting requirements of HHS programs.

**Required Elements:**

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

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

7.2.1 Insurance coverage requirements for the provider are:
- General Liability
- Worker’s Compensation
- Unemployment
- Property and Theft
- No-fault vehicle insurance (for provider owned vehicles)
- Fidelity Bonding (for persons handling cash) or written attestation that the agency does not handle participant cash

7.2.2 Insurance coverage recommendations are:
- Errors and Omissions Insurance for board members and officers
- Professional Liability
- Umbrella Liability
- Special Multi-peril

7.3 The provider must successfully maintain HHS program certification and Medicaid provider enrollment.

7.3.1 The following documents and forms must be completed and up-to-date in the HHS files:
1. Michigan Medicaid Provider Enrollment Agreement
2. Purchase of Service Agreement
3. Business Associate Agreement
4. Conditions of Participation Acknowledgement
5. Minimum Standards Assurance

7.4 The provider must agree to receive reimbursement for services rendered at the unit rate agreed upon with HHS as payment in full.

7.5 The provider recognizes that HHS will assume responsibility for determining participant eligibility.

7.6 When a corrective action plan has been requested by HHS, a formal written plan of correction shall be submitted by the provider by the deadline established in the request.

7.6.1 Approved plans of correction must be implemented by the provider within the timeline established by the corrective action, or by the date specified in the plan of correction.
7.6.2 Failure to submit an acceptable plan of correction or implement approved plans of correction by established deadlines may result in contract termination.

7.7 The provider must have written policies and/or procedures related to the following:

7.7.1 Participant confidentiality
7.7.2 Participant appeals and grievances
7.7.3 Participant feedback/evaluation
7.7.4 Participant rights and responsibilities
7.7.5 Reporting suspected abuse, neglect, exploitation and other critical incidents
7.7.6 Emergencies in the participants home
7.7.7 Personnel policies including recruitment, training and supervision

Condition 8 Billing

The provider must submit timely billings for authorized services rendered using established procedures and in compliance with outlined requirements.

Required Elements:

8.1 The provider must submit complete and accurate monthly bills for services rendered during the preceding month.

8.1.1 The bills must cover a full month period and be reasonably complete upon submission.

8.1.2 Bills may not be submitted that include dates of service from more than one month. Bills must be separated by month.

8.1.3 The provider bills, by date of service, for only those units of service authorized and delivered and have dated documentation for each unit of service delivered. (Documentation must include date of service provided, services provided, date of signature, signature of caregiver and the signature of the participant.)

8.1.4 Bills must include the participant ID number, date of service, units of service, type of service diagnosis code and total cost for each date of service. A unit of service is defined in each service standard.

8.1.5 Partial units are not billable and cannot be rounded up. Units must be rounded down to the nearest full unit for the service provided.

8.1.6 The provider must submit and/or resubmit all bills for services within ninety (90) days of the date of service.

8.1.7 HHS shall have and exercise at its discretion the following rights:
1. To reject bills submitted that are inaccurate (10% or more) or are incomplete
2. To process original bills on a first-in, first-out basis. Resubmitted and corrected bills shall be processed on a first-in, first-out basis after all original bills have been processed according to the latest submission date.
3. To hold bills for processing that are missing any required verification documents.
4. To reject bills, in whole or in part, that is missing required verification documents.
5. To reject bills that are submitted more than ninety (90) days following the latest date of service billed.
6. To reject rebills that are submitted more than thirty (30) days from the date of the initial denial report.
7. To pay the bill as billed if the unit amount billed is less than the contracted rate.
8.2 The provider will submit all notes for Private Duty Nursing and Nursing Services at the time of billing.

**Condition 9 Grievances and Severability**

The provider must provide notice of termination of the contractual agreement and participate in HHS's provider dispute resolution procedure.

9.1 The initial term of the Agreement with HHS shall begin on the Effective Date, and shall, until terminated as provided herein, continue in effect until September 30. The Agreement shall automatically renew for additional one year periods unless either party provides the other party terminates. The Agreement will be reviewed annually and amended, if necessary.

9.2 This agreement may be terminated without cause and without reason by either party with 60 days prior written notice.

9.3 The 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.

9.4 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.

9.5 Whenever contract suspension, termination, revocation, or cancellation, is considered by HHS Health Options, HHS Health Options 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 HHS Health Options to be substantial but subject to correction, HHS, Health Options 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 HHS Health Options, 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.

9.6 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.
Dear Provider:

We are asking that you respond to the following questions regarding your experience with HHS, Health Options (HHS). Our goal is to improve the quality of our services, so we need to understand our strengths and weaknesses as defined by our Provider Network. Please complete the following questions and submit them with your renewal packet. Your involvement in this process is much appreciated.

5-Strongly Agree  4-Agree  3-Neutral  2-Disagree  1-Strongly Disagree  0-NA (Do not know)

Mark the box number below that represents your experience with each statement.

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<th></th>
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<th>Overall</th>
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<td>5</td>
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<td>1</td>
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<td>My questions and phone calls are returned in a timely manner.</td>
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<td>HHS staff act professionally and courteously.</td>
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<td>I am treated respectfully by HHS staff.</td>
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<td></td>
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<td>HHS staff treat the participants with dignity and respect.</td>
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</tbody>
</table>

|   |   |   |   |   |   | Clinical - Case Managers |
| 5 | 4 | 3 | 2 | 1 | 0 | Case Managers have the necessary knowledge to answer questions. |
|   |   |   |   |   |   | Case Managers foster comprehensive communication with the Provider. |
|   |   |   |   |   |   | Case Managers provide timely documentation as requested by the Provider. |

|   |   |   |   |   |   | Claims |
| 5 | 4 | 3 | 2 | 1 | 0 | I believe the compensation procedures are fair and reasonable. |
|   |   |   |   |   |   | The monetary reimbursement for services is fair and consistent. |
|   |   |   |   |   |   | Reimbursement for services is received in a timely manner. |

|   |   |   |   |   |   | Contracts |
| 5 | 4 | 3 | 2 | 1 | 0 | The contract is easy to read and understand. |
|   |   |   |   |   |   | Audits are completed in a timely and helpful manner. |
|   |   |   |   |   |   | If a problem or question arises, I feel confident that it will be resolved in a fair and consistent manner. |
|   |   |   |   |   |   | Changes in policy/procedure affecting my agency are communicated in a timely manner. |

|   |   |   |   |   |   | Teamwork |
| 5 | 4 | 3 | 2 | 1 | 0 | I would recommend being a part of the HHS Provider Network to other Providers in the community. |
|   |   |   |   |   |   | I feel my agency is an integral part of the HHS team. |

Optional:
Name: 
Agency: 

Please answer questions on the reverse side.
1. How many referrals have you made to HHS, Health Options in the last twelve months?

2. Please list 3 things that you like about working with HHS, Health Options.

3. Please list 3 areas that you would like to see improved.
# Exhibit 1: FY 2015 HHS, Health Options® LTC Provider Service Information

**Osceola County Commission on Aging**

- **HHS Prov #:** 000107
- **Address:** 732 W 7th street
- **TaxID:** 38-6004880
- **Phone:** (231) 734-5659
- **Fax:** (231) 734-6009
- **PO Box:** 594
- **Evart, MI 49631**
- **Billing/Comments:** Jackie Campbell jcampbell@osceolacoa.org (231)734-6003
- **Will Hire Family:** No
- **AuthFaxNumber:** (231) 734-6009

### Billing Code Table

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<th>Cost Detail</th>
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- Allegan
- Ionia
- Kent
- Lake
- Mason
- Mecosta
- Montcalm
- Muskegon
- Newaygo
- Oceana
- Osceola
- Ottawa

---

*I certify and/or agree to all of the services, rates, and service area listed above. I agree to comply with all conditions in the Purchase of Service Agreement, Conditions of Participation, Priority Classification Requirements and Minimum Service Standards for services checked.*

**Signature:** ___________________________  **Date:** ___________________________

**Wednesday, December 10, 2014**
### Osceola County Commission on Aging

- **TaxID:** 38-6004880  
- **Phone:** (231) 734-5559  
- **Fax:** (231) 734-6009

**ReferralContact:** Brenda Henry, Service Coordinator 231-734-6004  
bhenry@osceolacoa.org

**Billing/Comments:** Jackie Campbell jcampbell@osceolacoa.org (231)734-6003

**Will Hire Family:** No  
**AuthFaxNumber:** (231) 734-6009

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*I certify and/or agree to all of the services, rates, and service area listed above. I agree to comply with all conditions in the Purchase of Service Agreement, Conditions of Participation, Priority Classification Requirements and Minimum Service Standards for services checked.*  

**Signature:** __________________________  
**Date:** __________________________  

*Wednesday, December 10, 2014*
AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of __________, 20__, by and between the Osceola County Board of Commissioners (hereafter referred to as the "Board"), acting on behalf of the County of Osceola, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and LCM SURVEYING & ENGINEERING INC, whose address is 225 East Main St, P.O. Box 408, Marion, Michigan 49665 (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, The county has entered into a Grant Agreement with the Michigan Department of Consumer and Industry Services, Property Development Division, Survey and Remonumentation Section for the conduction of surveying, monumentation and remonumentation of property controlling corners in Osceola County during the 2015 calendar year; and

WHEREAS, the Consultant, is licensed as a surveyor in the State of Michigan, has submitted a proposal to the County to perform the surveying, monumentation and remonumentation service required by the County on an independent consultant basis; and

WHEREAS, the County accepts the Consultant's proposal subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained. IT IS HEREBY AGREED as follows:

I. SCOPE OF SERVICES. The Consultant shall perform the following services in areas of Osceola County designated in the attached Exhibit A:

A. Research of public and private records for information regarding public land survey corners.

B. Field work including, but not limited to:

1. Field traversing for determining mathematical relationships.

2. Excavation for physical evidence of monumentation of government corners.

3. Setting restoring and perpetuating physical monumentation for government corners under the requirements of P.A. 74 of 1970.
4. Establishment of accessories for all monumented Section corners.

C. Preparation of Comer Recordation Certificates under the guideline of P.A. 74 of 1970 and presentation of data to peer review committee for review and approval.

D. Compiled data of field activities and corner research will be maintained and filed at the county, according to current written County Standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks for a period of 7 years.

II. SERVICES NOT EXCLUSIVE TO CONSULTANT. It is expressly understood and agreed by the Consultant that the performance of the services required in Section I are not exclusive to the Consultant. The board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.

III COMPENSATION. The Consultant shall be compensated for the services performed under this agreement at the rate of $940 per corner for the 60 corners to be monumented as designated in exhibit A, which the Consultant performs the services required in Section I. It is expressly understood and agreed that the total compensation, which the Consultant shall receive under this agreement, shall not exceed the sum of: $56,400.

The Consultant shall submit bills to the Grant Administrator for services completed on the corners designated in Exhibit A after data regarding the corners to be billed has been presented to the Peer Review Committee for review and has received the Committee's approval. All bills properly submitted shall be paid within thirty (30) days of submission in accordance with the County's procedure for payment of Accounts Payable.

IV. HOURS OF WORK. The Consultant shall have control over determining the days and hours in which he performs work under this Agreement.

V. CONSULTANT'S OFFICE, TOOLS AND EQUIPMENT. The Consultant shall maintain and utilize his own office while performing services required by this Agreement. The Consultant shall also at his own expense, supply all tools, equipment, and vehicles he needs to perform the services required by this Agreement. The County shall be responsible to provide the monuments and monument boxes as required to perform the services under this agreement.

VI. LICENSING. Throughout the term of this Agreement, the Consultant must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any
reason, the Consultant's license is revoked, suspended, or otherwise not in effect, such shall be deemed terminated on the date that the Consultant is no longer licensed as a surveyor in the State of Michigan.

VII. **APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Osceola County, Michigan.

VIII. **COMPLIANCE WITH THE LAW.** The Consultant shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Consultant shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Osceola County Road Commission when doing any work on an Osceola County road. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

IX. **PROTECTION OF PERSONS AND PROPERTY.** The Consultant shall ensure that precautions are exercised for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The Consultant shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Consultant shall secure all necessary certificates and Permits for municipal or other public authorities as may be required in connection with the performance of service covered by this Agreement.

X. **NON DISCRIMINATION.** The Consultant shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination. The Consultant, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, political affiliation, or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Consultant is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Consultant.

XI. **INDEPENDENT CONSULTANT.** It is expressly understood and agreed that the Consultant is an independent consultant. The Consultant and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health
and accident insurance, life insurance, longevity, paid sick or vacation leave. The Consultant shall be responsible for paying salaries, wages and any other compensation due his personnel for services performed under this Agreement and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Consultant shall also be responsible for providing his personnel with workers’ compensation and unemployment compensation coverage, as required by law.

XII. INDEMNIFICATION AND HOLD HARMLESS. The Consultant shall, at his own expense, protect, indemnify and hold harmless the County, the County Grant Administrator, the State of Michigan and their elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions of negligence of the Consultant or any of his officers, employees or agents which may arise out of the Agreement.

The Consultant’s indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, the County Grant Administrator, the State of Michigan, their officers, employees and agents by the insurance coverage obtained and/or maintained by the Consultant pursuant to the requirements of the Agreement.

XIII. LIABILITY INSURANCE.

A. The Consultant shall procure, pay the premium on, keep and maintain during the term of this Agreement as long as insurance is available, liability insurance coverage with limits of not less than the following:

1. Workers’ Compensation: When and as required by law.

2. Employers’ Liability: When and as required by law.

3. General Liability (occurrence basis only) with the following coverage Inclusions:
   a. Broad Form General Liability Endorsement or equivalent, if not in policy proper.
   b. Independent Consultant Coverage.
   c. Contractual Liability.


5. The Consultant may maintain such other insurances as he deems
appropriate for his own protection.

B. In the event that that the Consultant’s insurance coverage is at any time reduced of terminated during the duration of the Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Consultant.

XIV. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XV. ASSIGNMENT OR SUBCONTRACTING. The Consultant may not assign, subcontract of otherwise transfer his duties and/or obligations under this Agreement.

XVI. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing of interpreting any of the provisions of this Agreement.

XVII. COMPLETENESS OF THE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral of otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XVIII. AGREEMENT PERIOD. The Consultant shall commence performance of the services and obligations required of the Consultant hereunder after this Agreement has been fully designed by the authorized representatives of both parties to this Agreement. The Consultant shall complete all services required by this Agreement by no later than the 31st day of December, 2012. This Agreement shall terminate on the 31st day of December, 2012 of whenever all funding is exhausted, whichever occurs first.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement my be terminated by the County upon thirty (30) days written notice to the Consultant, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Consultant for the services rendered by the Consultant up to the effective date of termination.

XIX. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Consultant shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.
XX. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are fully authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, The authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

Witnessed by:

Karen J. Bluhm Date
County Clerk

Chairperson Date
County Board of Commissioners

Susan VanderPol Date
Grant Administrator

CONSULTANT

William E. Sikkema, Secretary Date
LCM SURVEYING & ENGINEERING INC