COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, April 19, 2016
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 April 5, 2016.
6. Consider Payment of Claims.

7. Old Business:
   A. Discuss C.O.A. Items – Scott Schryer and Susan Vander Pol:
      1. Update on Tustin Parking Lot Paving.
      2. Update on Marion Renovations.
      3. Discuss C.O.A. Millage Increase.
   B. Update on Health Department Space Review – Mark Gregory.
   C. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.

8. New Business:
   A. Discuss E.M.D. Hazard Mitigation Plan* – Annamaria Herrera.
   B. Discuss E.M.S. Items – Jeremy Beebe:
      1. 2015 Statistics Year in Review.
      4. MDHHS Ambulance Revenue Exemption.
   C. Discuss Sheriff Items – Justin Halladay and Susan Vander Pol:
      1. Road Patrol Millage.
      2. Department Activity 2016 First Quarter Report.
   D. Discuss 70th Avenue Bridge Funding Application – Larry Emig.
   E. Update on Personnel & Administration Committee Meeting – Larry Emig.

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.

* To view the Osceola County Hazard Mitigation Plan click on: http://osceolacountyemd.org/hmp.html

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
APRIL 5, 2016

The Committee meeting was called to order at 9:30 a.m. by Chairman Emig.


Also present: Jon-Thomas Burgess-Technology Coordinator, Brad Halladay- Maintenance Supervisor, Russ Wayne-Jail Administrator, Scott Schryer-C.O.A. Director, Susan Vander Pol-County Coordinator, Courtney Causey-Deputy Clerk, and a few members of the public.

Motion by Commissioner Nehmer, seconded by Commissioner Halladay, to approve the agenda as presented. Motion carried.

Brief public comment: None.

Employee/Board comment: None.

Motion by Commissioner Elkins, seconded by Commissioner Wayne, to approve the minutes from March 15, 2016 as presented. Motion carried.

Recommended by Commissioner Elkins, seconded by Commissioner Nehmer, to approve the current claims of the County in the amount of $58,483.06. Recommendation was unanimously supported.

Update on Building, Technology & Economic Development/ Public Safety/Health & Human Services Committee
Commissioner Mark Gregory gave insight on the meeting that was held on March 21, 2016. There are many possible changes to the Annex building. Brad Halladay, Maintenance Supervisor, gave detail on the cost and options for an elevator. He also spoke about the need to shut down the ramp at the East back entrance of the Annex. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to improve safety for all staff and public utilizing the Annex facility, eliminate the general employee use of the East back ramp door, and allow for only emergency or public safety access. Recommendation was unanimously supported.

Sheriff Housing Wexford County Prisoners
Russ Wayne, Jail Administrator, presented the new contract between Osceola County and Wexford County for the housing of inmates. The current contract expires on June 30, 2016. The new contract starting July 1, 2016 is the same agreement as the one currently in place. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the one year agreement, July 1, 2016 to June 30, 2017, with Wexford County for housing inmates. Recommendation was unanimously supported.
District Court Purchase of Fax/Copier
Jon-Thomas Burgess, Technology Coordinator, gave details on the need for a new copier for District Court. Options and prices were discussed.

Recommended by Commissioner Wayne, seconded by Commissioner Gregory, to approve the lease agreement for 60 months at $29.96 (averages at .01 per copy) with Xerox for a multifunction machine for District Court. Recommendation was unanimously supported.

Senior Project FRESH
C.O.A. Director Scott Schryer spoke about the coupon books that are provided to seniors. The coupons are turned into a farmers’ market for fresh fruits and vegetables. The Board would need to sign and agree to this project again this year. Discussion followed.

Recommended by Commissioner Elkins, seconded by Commissioner Wayne, to approve the Memorandum of Agreement between the Michigan DHHS Aging and Adult Services Agency and Osceola County through its Commission on Aging for Senior Project FRESH/Market FRESH and authorize the Chairman to sign. Recommendation was unanimously supported.

Millage Proposal Request
Scott Schryer, C.O.A. Director, informed the Board about the constant growth of seniors in the county. Due to the increase in seniors and increase in staffing growth and wages, there is an increased need for funds. There has not been a millage increase since 1986. There will be further discussion on this millage and ballot language at the next committee meeting.

Veterans' Services MDVA VetraSpec System
Edward Maldonado, Veterans' Services Director, spoke to the Board regarding the need for the MDVA VetraSpec System. Discussion followed.

Recommended by Commissioner Wayne, seconded by Commissioner Gregory, to approve the Memorandum of Agreement between the State of Michigan Department of Veterans Affairs and Osceola County on behalf of the Osceola County Veterans Service Office for the VetraSpec software and authorize the Chairman to sign. Recommendation was unanimously supported.

Shredding Quotes
Susan Vander Pol, County Coordinator, spoke regarding the shredding quotes that were provided. The best quote was from West Michigan Document Shredding. Discussion was held.

Recommended by Commissioner Wayne, supported by Commissioner Nehmer, to approve the shredding agreement with West Michigan Document Shredding and authorize the Chairman to sign. Recommendation was unanimously supported.

Budget Amendments, Cash Transfer & Journal Register Report
Commissioner Elkins reviewed the budget amendments and cash transfer presented.

Recommended by Commissioner Elkins, supported by Commissioner Wayne, to approve the budget amendments as presented. Recommendation was unanimously supported.
Employee/Board Comment: Jon-Thomas Burgess, Technology Coordinator, spoke regarding the changes in the technology department over the last ten years. Scott Schryer, C.O.A. Director, spoke regarding the technology department and the cost savings that the Technology Coordinator has provided.

Extended Public Comment: None.

Moved by Commissioner Nehmer, seconded by Commissioner Gregory, to adjourn at 10:56 a.m. Motion carried.
PROPOSED RESOLUTION
OSCEOLA COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING MILLAGE ELECTION FOR SENIOR CITIZENS SERVICES AND CERTIFYING BALLOT LANGUAGE

WHEREAS, Act 39 of the Public Acts of 1976 expressly authorizes the Board of Commissioners for the County of Osceola to levy taxes and appropriate funds for the purpose of providing activities or services to the older persons, being individuals sixty (60) years of age or older of said County; and

WHEREAS, the millage funds were approved by the electorate to support the continued operations of senior citizens services through the Commission on Aging of 0.80 of one (1) mill for a duration running through 2019; and

WHEREAS, the Osceola County Commission on Aging, which provides senior services within Osceola County, has requested that the County Board of Commissioners seek to have the voters of Osceola County approve an additional millage of .20 of one (1) mill to fund continued operations of senior citizens services through the Commission on Aging; and

WHEREAS, the Board of Commissioners for the County of Osceola seeks to have the voters of the County determine whether or not they desire raise additional funds for the purpose of supporting continued operations of senior citizens services through the Commission on Aging within Osceola County by authorizing an additional millage 0.20 of one (1) mill for a period of four (4) years, 2016 through 2019, inclusive.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the following proposal be submitted to the qualified voters of the County of Osceola at the Primary Election to be held in said County on Tuesday, August 2, 2016:

SENIOR CITIZENS SERVICES MILLAGE PROPOSAL

For the sole purpose of supporting continued operations of senior citizens services through the Commission on Aging within Osceola County, shall the Constitutional limitation upon the total amount of taxes which may be assessed in one (1) year upon all property within the County of Osceola, Michigan imposed under Article IX, Sec. 6 of the Michigan Constitution, be increased, and shall the County be authorized to levy, up to 0.2000 of one (1) mill ($0.20 per $1,000 of Taxable Value) for a period of four (4) years, 2016 through 2019 inclusive?

If approved and levied in full, this millage will raise an estimated $139,935 for supporting continued operations of senior citizens services through the Commission on Aging within Osceola County in the first calendar year of the levy based on taxable value. This millage is in addition to the 0.80 of one (1) mill already approved by the voters in 2014 for the years 2014 – 2019, which is expected to raise an estimated $559,740 in 2016. As required by law, a small
portion of the millage may also be disbursed to the Downtown Development Authorities of the Cities of Evart and Reed City, and Richmond Township, and the City of Evart Local Development Finance Authority.

YES ☐

NO ☐

2. Said proposition shall be stated on the ballots to be prepared and distributed in the matter provided by law.

3. All Public Officials of the County of Osceola, State of Michigan, and all Governmental units thereof, within such time as shall be required by law, be and are directed to perform all acts which shall be necessary to be performed in order to submit the above stated proposition to the duly qualified voters of said County at the Election to be held in said County on Tuesday, August 2, 2016.

4. It is further ordered that a certified copy of said proposition be filed with the County Clerk as required by law.

Ayes

Nayes

Absent
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**Posted and Unposted Journal Entries**

- Posted by TONIA
- Posted by LORI
## JOURNAL REGISTER FOR OSCEOLA COUNTY

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**6904**

02/29/2016

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02/29/2016

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02/29/2016

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OSCEOLA COUNTY
RESOLUTION NO. __________

A RESOLUTION OF OSCEOLA COUNTY

ADOPTING THE OSCEOLA COUNTY HAZARD MITIGATION PLAN

WHEREAS, Osceola County recognizes the threat that natural hazards pose to people and property within Osceola County; and

WHEREAS, Osceola County has prepared a multi-hazard mitigation plan, hereby known as the Osceola County Hazard Mitigation Plan, dated March 4, 2016, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Osceola County Hazard Mitigation Plan, dated March 4, 2016, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Osceola County from the impacts of future hazards and disasters; and

WHEREAS, adoption by Osceola County demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Osceola County Hazard Mitigation Plan, dated March 4, 2016,

NOW THEREFORE, BE IT RESOLVED, BY OSCEOLA COUNTY, MICHIGAN, THAT:
Section 1. OSCEOLA COUNTY adopts the Osceola County Hazard Mitigation Plan, dated March 4, 2016.

Moved by Commissioner __________, supported by Commissioner __________, to adopt the above resolution. Motion carried with _____ (___) yes votes and _____ (___) no votes this _____ day of __________, 2016.
## Osceola County EMS 2015 Year in Review

<table>
<thead>
<tr>
<th>Operations</th>
<th>2010</th>
<th>2015</th>
<th>% Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulance Coverage</td>
<td>3 ambulances on duty 24 hours per day</td>
<td>3 ambulances on duty 24 hours per day, 1 ambulance</td>
<td>1 ambulance on duty 12 hours per day</td>
</tr>
<tr>
<td>EMS Stations</td>
<td>3 stations, 2 rented by the County</td>
<td>4 stations, 1 rented by County</td>
<td></td>
</tr>
<tr>
<td>Crew not housed with ambulance in 2 rentals</td>
<td></td>
<td>Crew and ambulance housed together</td>
<td></td>
</tr>
<tr>
<td>Staffing</td>
<td>12 Full time employees, 11 pool employees</td>
<td>13 Full time employees, 19 pool employees</td>
<td></td>
</tr>
<tr>
<td>Full Time Critical Care Paramedics</td>
<td>6</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>24 Hour Supervision</td>
<td>None- required phone call to Director or Assistant Director</td>
<td>Lieutenants on duty 90% of all shifts</td>
<td></td>
</tr>
</tbody>
</table>

## Ambulance Fleet

<table>
<thead>
<tr>
<th>Total Licensed ALS Vehicles</th>
<th>5</th>
<th>6</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Age</td>
<td>6 years</td>
<td>4 years</td>
<td></td>
</tr>
<tr>
<td>Average Odometer Reading</td>
<td>168,688</td>
<td>138,012</td>
<td>22% decrease</td>
</tr>
<tr>
<td>Estimated Cost of Replacement Ambulance</td>
<td>$150,000</td>
<td>$200,000</td>
<td>25% increase</td>
</tr>
<tr>
<td>Total Fleet Miles Driven</td>
<td>150,881</td>
<td>242,524</td>
<td>37% increase</td>
</tr>
<tr>
<td>Total Gallons of Fuel Used</td>
<td>17,347</td>
<td>27,682</td>
<td>37% increase</td>
</tr>
<tr>
<td>Average Fuel Economy</td>
<td>8.6 miles per gallon</td>
<td>8.7 miles per gallon</td>
<td></td>
</tr>
<tr>
<td>Average Cost per Mile</td>
<td>$0.77 per mile</td>
<td>$0.57 per mile</td>
<td>35% decrease</td>
</tr>
</tbody>
</table>

## Statistics and Finance

| Total Requests For Service     | 2,491                                        | 2,880                                        | 14% increase        |
| Transported Patients           | 1,926                                        | 2,230                                        | 14% increase        |
| Total Operating Budget         | $1,515,214                                   | $2,399,734                                   | 37% increase (station 3 and 4 construction) |
| Ambulance Billing Revenue      | $1,081,858                                   | $1,300,000                                   | 17% increase        |
| Wages                         | $765,574                                     | $958,976                                     | 20% increase        |
| Fuel Cost                     | $52,610                                      | $64,649                                      | 19% increase        |
| Health Insurance              | $121,512                                     | $183,297                                     | 34% increase        |
| Bottom Line                   | $239,845                                     | -$152,128                                    |                     |
MERCHANT AGREEMENT

This Merchant Agreement (“Agreement”) is by, between and among:

Merchant Name: Osceola County
Address: 306 N Patterson Road
City, State, Zip: Reed City, MI  49677

referred to herein as “Merchant,” Vantiv, LLC, for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter “Vantiv”) and Government Payment Service, Inc. (d/b/a “GovPayNet”), a Delaware corporation having a principal place of business at 7102 Lakeview Parkway West Drive, Indianapolis, Indiana 46268 (“GPS”).

WHEREAS, GPS has assembled and supports the “GovPayNet Payment Network,” consisting of governmental entities that have each contracted with GPS to accept payments on their behalf made by consumers to GPS; and

WHEREAS, GPS accepts credit cards and debit cards carrying the American Express®, Discover®, MasterCard® and Visa® brands from consumers (individually, a “Cardholder” and collectively, “Cardholders”) and executes payments on behalf of Cardholders to participants in the GovPayNet Payment Network; and

WHEREAS, in order to improve Merchant’s services and enhance administration, Merchant desires to join the GovPayNet Payment Network and accept payments from GPS, with such support services as GPS provides; and

WHEREAS, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the “Payment Type Organizations” or “PTOs”) require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the PTOs and (ii) agree to comply with PTO rules and regulations (“PTO Rules”) as they apply to credit and debit card transactions that are submitted to Vantiv by Merchant on Merchant’s behalf; and

WHEREAS, in executing this Agreement, Merchant is fulfilling the above PTO Rules.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Vantiv and GPS agree as follows:

   1.1 Merchant acknowledges and agrees that certain PTO Rules apply to Merchant’s acceptance of Cardholders’ payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry (“PCI”) Security Standards Council including PCI Data Security Standards (“DSS”) are also applicable to Merchant’s acceptance of payments from Cardholders. In lieu of directly complying with the PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint GPS as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and GPS accepts such appointment subject to any limitations in the attachments hereto. If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of GPS and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as GPS may reasonably request.
   1.2 Merchant acknowledges that any Cardholder personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant’s official duties and will not be used by Merchant in violation of any PTO rules or regulations or applicable law.
   1.3 If at any time Merchant or GPS believes that Cardholder information has been compromised, Merchant or GPS, as the case may be, must notify the other parties to this Agreement and GPS shall assist in providing notification to the Cardholder and all other proper parties.
1.4 Merchant and GPS each additionally agrees to comply, at each party’s expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties’ businesses and operations.

2. GPS Obligations

GPS will enable Cardholders to pay amounts owed to the Merchant by doing the following:

2.1 GPS shall obtain authorization to process a charge to the Cardholder’s credit card account or debit such Cardholder’s debit card account for purposes of funding payment(s) by such Cardholder to Merchant. Such charges or debits shall be subject to acceptance by the card issuer, PTO rules, and any other applicable laws or regulations.

2.2 GPS shall act on Merchant’s behalf in accepting payments from consumers made by credit cards and debit cards for the purposes and at the service fees listed on each attachment designated in Section 11.9 of this Agreement. GPS may modify Cardholder fees at its sole option, providing Merchant with notice of such modification and a revised attachment reflecting modified fees prior to imposing a new fee structure. Service fees are non-refundable.

2.3 GPS shall transmit payment transactions on Merchant’s behalf to Vantiv for further processing and shall further direct Vantiv to transfer Merchant’s portion of all settling funds received from PTOs to Merchant as designated in the Funding Schedule attached hereeto as designated in Section 11.9. GPS shall make payments to Merchant to satisfy consumer obligations to Merchant based on unique payment codes GPS establishes on its system for the routing of consumer funds to Merchant, such codes to be made available to consumers by Merchant or accessed by consumers through the GPS web site.

2.4 GPS shall be responsible for the safety and security of all Cardholder information (such as the customer’s PTO account number, expiration date, and CVV2) in connection with the processing services provided under this Agreement. In accordance with PCI DSS v3.0, requirement 12.9, GPS will maintain proper security and responsibility for cardholder data while it is in GPS’s possession, all at GPS’ sole cost.

2.5 GPS shall not charge Merchant for GPS’s basic services or to participate in the GovPayNet Payment Network. GPS reserves the right to charge Merchant for other services or equipment, such as custom software development, peripheral devices, and other services and support as the parties may agree upon from time to time.

2.6 GPS shall provide GovPayNet Payment Network administrative support to consumers and to Merchant through a toll-free telephone help line and the Internet.

2.7 GPS shall provide Merchant with participation procedures, toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the GovPayNet Payment Network to consumers, and shall train Merchant staff on how to access and use, and how to assist consumers to access and use, the GovPayNet Payment Network.

2.8 GPS shall be responsible for all federal, state, and local taxes that may be imposed upon its services.

3. Merchant Obligations

Merchant’s continued participation in the GovPayNet Payment Network is conditioned upon the following:

3.1 Merchant understands and agrees that its cooperation in promoting use of the GovPayNet Payment Network is a significant consideration for Merchant and GPS entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any GPS training or refresher training on the use and promotion of the GovPayNet Payment Network and its associated services, (ii) keep available for reference any user manuals and instructional materials GPS provides to Merchant, (iii) display logos, signage, literature, and other promotional and instructional materials that GPS provides and otherwise inform, encourage and assist consumers to use GPS for their payments to Merchant, and (iv) cooperate with all reasonable GPS requests to
encourage greater use by consumers of the GovPayNet Payment Network. All marketing and promotion of the GovPayNet Payment Network by Merchant shall conform to guidelines provided by GPS from time to time.

3.2 Merchant shall be responsible for administrative procedures for reversals (i.e., chargebacks) including determining whether to challenge an asserted chargeback and all transactions reversed as a result. GPS shall report all chargeback notifications which it receives for payments processed under this Agreement to Merchant. If the chargeback resulted from duplicate transactions, GPS shall determine the source of such duplication, and shall only be liable for chargebacks of duplicate transactions that result from errors in the GPS processing system. Merchant shall authorize GPS to debit an account designated by Merchant on a periodic basis for reimbursement for chargebacks. GPS shall retain secondary financial and operational responsibility for such chargebacks in the event Merchant defaults on this obligation.

3.3 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable consumers to access GPS from Merchant locations and enable GPS to communicate with Merchant.

3.4 Merchant shall be responsible for establishing and maintaining secure access at its locations to the GPS administrative system, including user identification, passwords and precautions for accessing all confidential information. GPS shall be entitled to rely on any communications or instructions initiated with Merchant’s user identification, passwords or other security and identity tokens or devices.

3.5 Merchant shall designate a primary contact and a secondary contact for GPS to communicate with on operational, technical, and administrative issues.

3.6 Merchant shall cooperate with GPS in the event of an overpayment to refund to GPS funds that GPS can demonstrate exceed consumer liabilities to Merchant.

3.7 Merchant shall provide GPS with prompt written notice of any change in the information Merchant provides to GPS necessary for Merchant’s participation in the GovPayNet Payment Network, including but not limited to any change in its bank routing and account numbers.

3.8 In the event Merchant receives a payment from GPS that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation and agrees that any sums recovered as a result of such investigation shall be applied, first, to compensate GPS fully for losses suffered as a result of the fraud.

3.9 Merchant shall raise any claimed transaction or settlement errors with GPS within 12 months of the date of Merchant’s receipt of the GPS report on which the claimed error appeared and shall otherwise follow the GovPayNet Payment Network participation procedures that GPS provides to Merchant, as such procedures may be updated from time to time.

3.10 Merchant shall not enter into any other agreement or make any other arrangement for services similar to those available through the GovPayNet Payment Network for the duration of this Agreement.

4. Term and Termination

4.1 This Agreement shall become effective upon the date it has been executed by Merchant and GPS, then accepted and executed by Vantiv and shall continue for one year, automatically renewing for additional one year periods. Notwithstanding the foregoing, this Agreement shall terminate if and when Vantiv ceases to provide processing services to GPS or if terminated earlier as provided herein.

4.2 Merchant may terminate this Agreement upon 30 days’ written notice to GPS and GPS shall promptly inform Vantiv of such termination. If at any time Merchant wishes to terminate the services of GPS but continue to process transactions under this Agreement through Vantiv, Merchant shall immediately upon GPS’s cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to GPS.

4.3 GPS may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date, (b) upon 30 days written notice if Merchant fails to comply with GPS procedures for
participating in the GovPayNet Payment Network or (c) immediately if Merchant fails to comply
with any other term of this Agreement.

5. GPS and Vantiv Representations and Warranties
Each of Vantiv and GPS represents and warrants as follows:

5.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with
its terms. Each party has full power and authority to execute and deliver this Agreement and
perform its obligations hereunder.

5.2 The employees, agents and subcontractors of Vantiv and GPS shall possess the education, knowledge
and experience necessary to qualify them individually for the particular duties they perform.

5.3 During the performance of this Agreement, each of Vantiv and GPS shall provide services in a
non-discriminatory manner and shall not deny services or employment on the basis of race, creed,
color, national origin, sex, age, disability, sexual orientation, military status, marital status or any
other legally protected class.

6. Merchant Representations and Warranties
Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement
and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms.

7. Notices
All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in
person, by first class mail or by facsimile (with a hard copy following) addressed to:

Merchant:  (contact for notices)  
Larry Emig – Chairman of County Board  
Osceola County  
306 N Patterson Road  
Reed City, MI 49677  
Phone: (231) 832-6152  
Email: jbeebe@oc-ems.com

GPS:  
Client Services Department  
Government Payment Service, Inc.  
7102 Lakeview Parkway West Drive  
Indianapolis, Indiana 46268  
Phone: (866) 564-0169  
Facsimile: (888) 665-4755  
Email: accountservices@govpaynet.com

or to such other person or place that the parties may from time to time designate. Notices and consents under this
section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail
or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided in this
section and sender receives a confirmation of such facsimile.

8. Disclaimers and Limitation of Liability

8.1 The sole purpose of this Agreement is to enable Merchant to participate in the GovPayNet
Payment Network. Merchant understands and agrees that GPS takes no responsibility that
amounts GPS transmits in payment to Merchant will fully satisfy any consumer’s obligation to
Merchant, and that GPS does not guarantee any particular outcome or result with respect to any
consumer other than the delivery of such consumer’s payment to Merchant.

8.2 GPS shall provide all services hereunder to Merchant as an independent contractor. Nothing
contained herein shall be deemed to create any association, partnership, joint venture, or
relationship of master and servant or employer and employee between the parties or to provide
either party with the right, power, or authority, expressed or implied, to create any such duty or
obligation on behalf of the other party.

8.3 GPS shall be liable for losses or damages to Merchant to the extent provided herein only if they
are caused directly by the gross negligence or willful misconduct of GPS.
8.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. GPS accepts no liability whatsoever for Merchant actions taken based on payment information provided by GPS even if such information proves to be incorrect.

8.5 **THIS IS A CONTRACT FOR SERVICES. GPS LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT GPS HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE GOVPAYNET PAYMENT NETWORK, ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS AVAILABLE BASIS. GPS MAKES NO WARRANTIES THAT GPS SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR GPS SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. VANTIV’S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT’S TRANSACTIONS FROM GPS. VANTIV SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.**

9. **Publicity**

Neither Vantiv nor GPS shall issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

10. **Intellectual Property**

Merchant acknowledges and shall not challenge GPS’ ownership of GPS trademarks, service marks, trade names or other intellectual property (“GPS Intellectual Property”), that any Merchant use of GPS Intellectual Property shall be in accordance with GPS instructions and subject to the control, direction and approval of GPS, that any rights arising out of such use shall inure solely to the benefit of GPS, and that Merchant shall have no ownership or other interest in GPS Intellectual Property.

11. **Miscellaneous Terms and Conditions**

11.1 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.2 Assignment. This Agreement may not be assigned, in whole or in part, by GPS or by Merchant, hereto without prior written consent of the other party, which consent shall not be unreasonably withheld.

11.3 Force Majeure. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God and similar occurrences.

11.4 Governing Law. All matters of contractual interpretation shall be governed by the internal laws of the State of Indiana.

11.5 No Waiver. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.

11.6 Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

11.7 Severability. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.
11.8 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.

11.9 Complete Agreement. This Agreement, together with its attachments, is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with PTO rules, law or regulation and GPS provides notice to Merchant of such change. The following are attachments to this Agreement:

Attachment A ☒ Attachment B ☒ Attachment C ☒ Attachment D ☐

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

OSCEOLA COUNTY

____________________________________
Larry Emig
Chairman of County Board

Date: ______________________________

GOVERNMENT PAYMENT SERVICE, INC.

____________________________________
Signature
Mark E. MacKenzie
President & Chief Executive Officer

Date: ______________________________

ACCEPTED:

VANTIV, LLC, for itself and its affiliates

____________________________________
Signature

____________________________________
Name & Title

Date: ______________________________
### ATTACHMENT “A” -- SERVICES

**GPS Agree. No.: 4530 MI-Osceola County-MERCHANT, 2016Mar15**

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>X</em></td>
<td>GovPayNet Basic</td>
</tr>
<tr>
<td>___</td>
<td>GovPayNet Connect</td>
</tr>
<tr>
<td><em>X</em></td>
<td>GovPayNet Gov$wipe®</td>
</tr>
<tr>
<td><em>X</em></td>
<td>Visa Tax Program</td>
</tr>
</tbody>
</table>

**General Service Terms**

Merchant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Merchant’s behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize GPS to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through GPS of any types of payments; (iii) modify the options selected above; (iv) modify the account(s) to which GPS shall direct payments to Merchant, or (v) add other agencies, departments or sub-agencies (“Affiliated Agencies”) to, or delete Affiliated Agencies from Merchant’s use of any GPS services and equipment by specifying all such changes to GPS in writing (via letter, email, or facsimile). Any such changes will be subject to GPS acceptance and confirmation in writing and will require reasonable lead time to implement.

Merchant warrants that all service and equipment selections Merchant makes and the extension or termination of services with respect to Affiliated Agencies shall be in compliance with the laws and regulations applicable to Merchant’s organization.

**GovPayNet Basic**

GovPayNet Basic is designed to be available 24 hours a day, 7 days a week, 365 days a year. GPS will provide Merchant with access, at Merchant’s option, to “ProviewEXP,” a secure website for transaction administration and review, report generation, and analysis. GPS will make available a reconciliation report to Merchant each day for all transactions completed the previous day. This report will also include any open transactions not previously approved.

**GovPayNet Connect**

GovPayNet Connect includes the same services as GovPayNet Basic, but provided in an integrated mode. For Merchants that select GovPayNet Connect, GovPayNet establishes an electronic data interface with Merchant’s internal accounting, cashiering, and other management systems to exchange encrypted data. The interface is based on specifications Merchant and GovPayNet mutually develop. A Merchant using GovPayNet Connect may receive information from cardholders that is subject to Payment Card Industry Data Security Standards (“PCI DSS”). GOVPAYNET ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO CARDHOLDER INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GOVPAYNET.

**Transactions may be completed by:**

- Internet, using the [www.govpaynow.com](http://www.govpaynow.com) website, or
- Telephone, accessing a Customer Service Representative (“CSR”), including bilingual (English and Spanish) CSRs, supported by a language line for additional translation services.

If Merchant has elected not to use CSR services, the service fees GPS provides to Merchant reflecting CSR support shall not apply.

GPS will forward electronically to Merchant’s designated account(s) the funds for all approved transactions within two business days after transaction authorization, or will remit funds by check if Merchant so requests in writing.
GovPayNet Gov$wipe

Gov$wipe may be used for all payment types. GPS will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Merchant understands that GPS card readers are embedded with proprietary technology (“Firmware”). GPS grants Merchant a license to use such card readers and Firmware for the duration of the Agreement.

Merchant’s use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers, by shipment to a location Merchant designates. Or, at GPS’s option, Merchant will allow GPS and its designated representatives reasonable access to Merchant’s premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation. GPS is solely responsible for the maintenance of any card readers and shall supply Merchant with replacement card readers on Merchant’s request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Merchant to return card readers to GPS, at GPS’s expense and by such method as GPS specifies.

Merchant may increase or decrease the number of card readers deployed upon request in writing to and accepted in writing by GPS. GPS shall communicate any shipping and handling procedures and costs to Merchant prior to taking any requested action.

Card readers are designed to communicate cardholder data to GPS through Merchant’s computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for Gov$wipe transaction processing and is enabled solely by Merchant’s computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. GPS shall not be held liable to Merchant for exposure of Merchant’s computers or networks to malicious software or hardware of any kind.

Visa Tax Program

If Merchant elects to participate in the Visa Tax Program, GPS shall submit Merchant as an enrollee in the program. Program participation is subject to Visa’s approval, verifications and related processes.
## ATTACHMENT “B” – SERVICE FEE SCHEDULES

GPS Agree. No.: 4530 MI-Osceola County -MERCHANT, 2016Mar15

### Service Fee Schedule for Administration & Civil Payments #1

<table>
<thead>
<tr>
<th>Transaction Range</th>
<th>Service Fee</th>
<th>Transaction Range</th>
<th>Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.01 &gt; $50.00</td>
<td>$1.50</td>
<td>$0.01 &gt; $50.00</td>
<td>$5.50</td>
</tr>
<tr>
<td>$50.01 &gt; $75.00</td>
<td>$1.75</td>
<td>$50.01 &gt; $75.00</td>
<td>$5.75</td>
</tr>
<tr>
<td>$75.01 &gt; $100.00</td>
<td>$3.00</td>
<td>$75.01 &gt; $100.00</td>
<td>$7.00</td>
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<tr>
<td>$100.01 &gt; $150.00</td>
<td>$5.00</td>
<td>$100.01 &gt; $150.00</td>
<td>$9.00</td>
</tr>
<tr>
<td>$150.01 &gt; $200.00</td>
<td>$7.00</td>
<td>$150.01 &gt; $200.00</td>
<td>$11.00</td>
</tr>
</tbody>
</table>

*For each additional increment of $50.00, or portion thereof, add $1.75.*

### Telephone-Assisted Payments (Call Center/Live Agent)

<table>
<thead>
<tr>
<th>Transaction Range</th>
<th>Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.01 &gt; $50.00</td>
<td>$5.50</td>
</tr>
<tr>
<td>$50.01 &gt; $75.00</td>
<td>$5.75</td>
</tr>
<tr>
<td>$75.01 &gt; $100.00</td>
<td>$7.00</td>
</tr>
<tr>
<td>$100.01 &gt; $150.00</td>
<td>$9.00</td>
</tr>
<tr>
<td>$150.01 &gt; $200.00</td>
<td>$11.00</td>
</tr>
</tbody>
</table>

*For each additional increment of $50.00, or portion thereof, add $1.75.*

**All Service Fees Are Nonrefundable**
ATTACHMENT “C”
GPS Agree. No.: 4530 MI-Osceola County -MERCHANT, 2016Mar15

FUNDING SCHEDULE

In order to receive funds from Vantiv, Merchant must designate a bank account at a bank that is a member of the Automated Clearing House (“ACH”) system and the Federal Reserve wire system. Merchant authorizes Vantiv to initiate electronic credit and debit entries and adjustments to this bank account in accordance with this funding schedule. Vantiv will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the PTOs or the bank. The proceeds payable to such bank account shall be equal to the amounts received by Vantiv in respect of Merchant’s transactions less all chargebacks, customer refunds, reserves, fees, fines, and any other applicable charges. Such amounts will be paid into the account promptly following our receipt of the funds. If the proceeds payable to the account do not represent sufficient credits, or the bank account does not have a sufficient balance to pay amounts due from Merchant under this funding schedule, Vantiv may pursue one or more of the following options; (i) demand and receive immediate payment for such amounts; (ii) debit the bank account for the amount of the negative balance; (iii) withhold settlement payments to the account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to Vantiv of a sufficient amount to cover the negative balance; and (v) pursue any remedies Vantiv may have at law or in equity. Unless and until Vantiv receives written instructions from Merchant to the contrary, all amounts payable by Vantiv to Merchant will be deposited in the bank account designated and authorized by Merchant as set forth below:

Name of Bank: Harris Bank
ABA No. 071000288
Account No. 274-156-9
Account Name: GPS
Reference: Receipts
Osceola County EMS

Policy: Corrective Action

Policy #: 210.15009

Date: April 16, 2004

Approved by:

_________________________________________  Date________________________
Osceola County Board of Commissioners, Chairperson

_________________________________________  Date________________________
Osceola County EMS Director

Scope: OCEMS Staff

Purpose: Every employee of OCEMS is valued and worthy of a process to help them correct inappropriate behavior or actions. The investment of the organization in its employees is of the utmost importance in attaining our goals. Without employee longevity it becomes difficult to meet the needs of the community. To that end, we have outlined the steps of our corrective action process.

Policy:

Corrective Action Process

First Offense: Verbal warning reduced to writing, counseling and discussion with employee.

Second Offense: Written warning, counseling and discussion with employee.

Third Offense: Written warning, counseling with employee and one shift suspension without pay.

Fourth Offense: Final Warning, counseling with employee and one work week suspension without pay.

Fifth Offense: Dismissal.

Management reserves the right to place an employee into any corrective step dependant upon the severity of the infraction.

Distribution List: Osceola County Coordinator, OCEMS Staff


Review Dates: April 5, 2016
March 29, 2016

Jeremy Beebe
Osceola County EMS
306 N. Patterson
Reed City MI 49677

Dear Ambulance Provider:

In an effort to secure additional federal funding to support the services delivered to Medicaid beneficiaries by Medicaid-enrolled ambulance providers, the state Legislature, with concurrence from Governor Snyder, enacted Public Act (PA) 104 on June 30, 2015. The approved legislation gives the Michigan Department of Health and Human Services (MDHHS) the ability to establish a quality assurance assessment (often referred to as a Quality Assurance Assessment Program [QAAP]) to increase ambulance reimbursement.

Michigan currently uses variations of a QAAP to support higher reimbursement levels for hospitals and nursing homes that participate in the Medicaid program, and the ambulance services QAAP is modeled on the approach currently utilized by Medicaid with these provider classes. The funds generated by the QAAP will be utilized as the state match to draw down additional federal funding to support increased Medicaid reimbursement rates to ambulance providers. Federal regulations require that a QAAP be applied uniformly to all providers within a given class (i.e., licensed ambulance providers) regardless of whether a provider is Medicaid-enrolled, for-profit, non-profit, or a governmental entity. All ambulance companies, not just ambulance providers participating in the Medicaid program, will be subject to this assessment, but those ambulance companies who routinely provide services to Medicaid clients are likely to experience a significant net gain as a result of this program due to the increase in Medicaid rates.

As part of the implementation of this assessment, revenue information must be collected by MDHHS in order to calculate the appropriate level of assessment for each licensed ambulance provider in Michigan. The assessment for each ambulance company will be calculated based on a percentage of its revenues. Federal regulations limit the percentage to no more than 6 percent and PA 104 limits the total assessment revenue that can be collected to $20 million. Attached is a sample of the type of revenue information to be requested. This letter is not a request for revenue information.

Some providers have expressed concern that any revenue data sent to MDHHS would be subject to disclosure through Michigan’s Freedom of Information Act (PA 442 of 1976, also referred to as FOIA). There is, however, an exemption to FOIA that applies to the development of governmental policy. MCL Section 15.243 states:

(1) A public body may exempt from disclosure as a public record under this act any of the following:

   (f) Trade secrets or commercial or financial information voluntarily provided to an agency for use in developing governmental policy if:
      (i) The information is submitted upon a promise of confidentiality by the public body.
      (ii) The promise of confidentiality is authorized by the chief administrative officer of the public body or by an elected official at the time the promise is made.
      (iii) A description of the information is recorded by the public body within a reasonable time after it has been submitted, maintained in a central place within the public body, and made available to a person upon request...

In order to meet the requirements of this exemption, MDHHS is requesting that all Michigan ambulance service providers choose one of three options prior to any request for revenue information:
1. A Michigan ambulance service provider may supply the required data to the Michigan Association of Ambulance Services (MAAS). An agreement providing a FOIA exemption would then be signed by a representative of MAAS and the chief administrative officer of MDHHS.

2. A Michigan ambulance service provider may supply the required data directly to MDHHS. In this case, an agreement providing a FOIA exemption would need to be executed between a representative of your organization and the chief administrative officer of MDHHS. If you select this option, complete the attached exemption form and follow the directions below for submission to MDHHS.

3. Identify your ambulance service provider as a public entity which cannot be exempted from FOIA or indicate you do not desire your organization’s revenue information to be exempt from FOIA.

Please note this letter is not a request for revenue information. At this time, MDHHS is asking only your organizations exemption preference.

Please complete the attached form indicating which one of the three options listed above is your preference and either fax the form to (517) 335-5136, or email it to miSAPolicy@michigan.gov. You also may mail the form to:

Michigan Department of Health & Human Services  
Medical Services Administration  
Actuarial Division  
Attn: Medicaid Ambulance QAAP  
P.O. Box 30479  
Lansing, Michigan 48909-7979

If you prefer to send the data directly to MDHHS (Option 2), please return a signed copy of the enclosed Confidentiality and Non-Disclosure Agreement to the mail address, fax number, or e-mail address listed above.

Please note that we require a response from your organization by April 30, 2016.

Sincerely,

Chris Priest, Director  
Medical Services Administration

Enclosures
CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT
REVENUE DATA

Directions: Enter the name of the ambulance service provider in the blanks below. Sign and complete the lower portion of the form.

____________________ and the Michigan Department of Health and Human Services (Department) desire to enter into a Confidentiality and Non-Disclosure Agreement with regard to financial information that is submitted by ______________________ to the Department. This financial information is valuable to assist the Department in examining and developing Medicaid policy.

Consistent with this Agreement, the Department will exercise its discretion to exempt from public disclosure any trade secrets or commercial or financial information provided voluntarily by ______________________ under this Agreement, as permitted under section 13(1)(f) of the Michigan Freedom of Information Act (FOIA) MCL 15.231 et seq., and will notify ______________________ within a reasonable time should it receive a FOIA request for such information. In this regard:

a) ______________________ is submitting its revenue information upon a promise of confidentiality by the Department.

b) The promise of confidentiality of this information is authorized by the Department’s chief administrative officer, Nick Lyon, Director of the Department.

c) As required by FOIA, the Department will record a description of any such information submitted to it within a reasonable time after it has been submitted, maintain the description in a central place within the Department, and make the description available to a person upon request.

This agreement constitutes the entire agreement between the parties and there are no further items or provisions, oral or otherwise.

Name of Ambulance Service Provider: ________________________________

____________________
Authorizing Signature

____________________
Printed Name: ________________________________

____________________
Title: ________________________________

Nick Lyon, Director,
Michigan Department of Health and Human Services

Date
Michigan Department of Health and Human Services (MDHHS)
Ambulance Provider Tax FOIA Exemption Selection

Please indicate your ambulance service provider's preference regarding FOIA exemption. If you select option 2, please complete and sign the Confidentiality and Non-Disclosure Agreement and submit it with this form.

☐ Option 1: ____________________________ will submit the required revenue information to the Michigan Association of Ambulance Services (MAAS) and will be covered under the FOIA Confidentiality and Non-Disclosure Agreement signed by MAAS and the MDHHS.

☐ Option 2: ____________________________ will submit the required revenue information to the MDHHS. The FOIA Confidentiality and Non-Disclosure Agreement has been signed and attached to this selection form.

☐ Option 3: ____________________________ is either a public entity which cannot be exempted from FOIA or does not desire to exempt its revenue information from FOIA.

Name of Ambulance Service Provider: ________________________________________________

Authorizing Signature: ______________________________________________________________

Printed Name: ________________________________________________________________

Title: ________________________________________________________________

Mailing Address: ________________________________________________________________
Ambulance Services Revenue Report
Ambulance Services Activity for Fiscal Year Ending between October 1, 2013 to September 30, 2014

Name of Ambulance Service Provider: ________________________________
NPI: ________________________________

Name of Person Completing Report: ________________________________
Contact Information: ________________________________
Fiscal Year End Date: ________________________________

Please mark whether you are reporting on a cash, accrued, or modified accrued basis.

Cash basis [ ]
Accrued basis [ ]
Modified Accrued basis [ ]

Total Ambulance Service Revenue (sum of numbers below)

Medicare Revenue

Medicaid Fee-for-Service Revenue

Medicaid Health Plan Revenue

Revenue from All Other Payers

CERTIFICATION BY RESPONSIBLE PARTY OF THE AMBULANCE SERVICE PROVIDER

I certify that I have examined this revenue report for the filing period beginning October 1, 2013 and ending September 30, 2014. To the best of my knowledge and belief, it is a true, correct and complete statement from the books and records of the Ambulance Service Provider in accordance with applicable instructions.

Signature of Responsible Party: ________________________________
RESOLUTION NO. ______

COUNTY ROAD PATROL SERVICES
MILLAGE RENEWAL PROPOSAL

WHEREAS, County road patrol services are of substantial benefit to the citizens of the County of Osceola; and

WHEREAS, the Board of Commissioners of the County of Osceola deems it necessary and expedient for the County to operate and maintain County Road Patrol functions; and

WHEREAS, since 1995 millage funds of 1 mill were approved by the electorate for the continued operations of the road patrol to sustain the 1995 voter approved addition of six (6) road deputies, vehicles and equipment which supplemented the existing Sheriff's budget; and that millage authorization expires on December 31, 2015.

WHEREAS, the Board of Commissioners of the County of Osceola has determined that it is appropriate to submit a millage renewal proposition to the electors of the County to determine whether or not they desire to continue to raise funds for the purpose of the continued operations of the road patrol to sustain the 1995 voter approved addition of six (6) road deputies, vehicles and equipment which supplemented the existing Sheriff's budget, by renewing the current millage one (1) mill for a period of six (6) years, 2016 through 2021, inclusive; and

NOW, THEREFORE, BE IT RESOLVED, that the following question be submitted to a vote of the electorate of Osceola County at the next State Primary Election to be held on August 2, 2016:

COUNTY ROAD PATROL MILLAGE RENEWAL PROPOSAL

For the purpose of continuing operations of the road patrol to sustain the 1995 voter approved addition of six road deputies, vehicles, and equipment which supplemented the existing Sheriff's budget, at the same millage level previously approved by the voters in 1994, 1998, 2004, and in 2010, shall the previous voted increase in the tax limitation imposed under Article IX, Sec. 6 of the Michigan Constitution on general ad valorem taxes within the County of Osceola, Michigan be continued and renewed, and shall the County be authorized to levy, up to at 1.000 mill ($1.00 per $1,000 of taxable value) for a period of six (6) years, 2016 through 2021, inclusive?

If approved and levied in full, this millage will raise an estimated $699,676 for continuing operations of the road patrol within Osceola County in the first calendar year of the levy based on taxable value. As required by law, a small portion of the millage may also be disbursed to the Downtown Development Authorities of the Cities of Evart and Reed City, and Richmond Township, and the City of Evart Local Development Finance Authority.

YES ☐

NO ☐
2. Said proposition shall be stated on the ballots to be prepared and distributed in the matter provided by law.

3. All Public Officials of the County of Osceola, State of Michigan, and all Governmental units thereof, within such time as shall be required by law, be and are directed to perform all acts which shall be necessary to be performed in order to submit the above stated proposition to the duly qualified voters of said County at the Election to be held in said County on Tuesday, August 2, 2016.

4. It is further ordered that a certified copy of said proposition be filed with the County Clerk as required by law.

Ayes

Nayes

Absent
RESOLUTION OF SUPPORT
FOR THE
OSCEOLA COUNTY ROAD COMMISSION
APPLICATION FOR LOCAL BRIDGE PROGRAM FUNDING

WHEREAS, 70th Avenue in Highland Township is an important north-south corridor for the northeast area of Osceola County. And,

WHEREAS, the current 70th Avenue bridge over Crocker Creek is both narrow and load restricted, adversely impacting the commercial, farming and emergency services traffic through that area. And,

WHEREAS, the Osceola County Road Commission is applying for funding for a permanent replacement bridge through the Michigan Local Bridge Program.

NOW, THEREFORE, BE IT RESOLVED, that the Osceola County Board of Commissioners supports the Road Commission efforts in securing funding for the replacement of the 70th Avenue bridge over Crocker Creek in Highland Township.
OSCEOLA COUNTY
PERSONNEL AND ADMINISTRATION COMMITTEE
MINUTES
April 13, 2016

The meeting was called to order at 3:38 p.m. by Chairman Emig.

Present: Commissioners Emig, Elkins and Halladay.

Also present: Jon-Thomas Burgess-Technology Coordinator, Scott Schryer-C.O.A. Director, Karen Bluhm-County Clerk and Susan Vander Pol-County Coordinator.

Additions or Deletions to the Agenda – The following were added to the agenda: Discuss a Proposed Human Resources position and Discuss County Policies.

**Motion by Commissioner Elkins, seconded by Commissioner Halladay, to approve the agenda as amended. Motion carried.**

Brief Public Comment: None.

Employee/Board Comment: None.

**Moved by Commissioner Halladay, seconded by Commissioner Elkins, to approve the minutes of May 15, 2014. Motion carried.**

**Technology Department Staffing**

Jon-Thomas Burgess provided information on duties and responsibilities for the Technology department and how another staff person would be able to assist with some of the department functions. There are a number of administrative items he addresses that could possibly better be served under another lower classified position. The Committee discussed the position and possible duties. Discussion was also held if this position would be able to assist in other departments. Contracting with a Technological services firm was also discussed. Jon-Thomas will work with Susan and draft a job description for the Committee to review.

**County Policies**

Susan Vander Pol and Scott Schryer spoke with the Committee about recently experienced challenges in hiring and retaining part-time positions. These positions are extremely important in providing services as well as maintaining budgeted expenditures for annual operations. The new classification system has added a positive aspect of more steps for continued wage increases, but the starting wage is lower in most classifications versus the old compensation program and it is making it challenging to get qualified applicants. Full-time employees receive a step increase annually on their anniversary date. Part-time employees receive a step increase every two (2) years on their anniversary date.

Current County policy allows for department heads to hire a full-time applicant up to Step 3 of the wage scale of a classification, based on qualifications. The Commissioners were asked to consider allowing the department heads to do this for both part-time and full-time. The placement on the scale would still be based on the qualifications of the applicant. Discussion was held and the following recommendation was made:
Recommended by Commissioner Elkins, seconded by Commissioner Halladay to allow department heads to hire both part-time and full-time positions up to Step 3 of the classification level of the position based on an applicant's qualifications. Recommendation was unanimously supported.

Discussion was held on the hiring process, including pre-employment physicals and background checks. Applicants are required to sign a Conditional Job Offer form or letter that authorizes tests and other requirements during the hiring process. Some department heads have started employees prior to completing or receiving all of the pre-employment processes information. This could potentially be a liability issue for the County if an employee should not pass any item related to the Conditional Job Offer for requirements. The Committee made the following recommendation:

Recommended by Commissioner Elkins, seconded by Commissioner Halladay, that an applicant may not begin employment with the County until the pre-employment medical and background check requirements have been successfully met and reported to the County. Recommendation was unanimously supported.

Susan will check with other counties to see what percentage wage increases or changes in insurances they may be reviewing.

**Human Resources Position**

Karen Bluhm asked the Commissioners what the Board would be looking for in a Human Resources position as well as she provided information on how she thought the position would help within her department with the Human Resources/Payroll Specialist position. Discussion was held on some potential duties the position could assist with such as providing benefit information and troubleshooting benefit issues, scheduling pre-employment physicals and testing, assisting with workers compensation or short-term disability leaves and claims, assisting departments with posting vacancies and the hiring process, doing employee orientation and handling the intake of new employees, working with the health insurance programs and policies, developing employee assistance programs, coordinating the benefit fair, organizing a wellness program, performing exit interviews and handling a number of other human resource functions. The Committee members felt it may be best for the County to consider a full-time position. The Committee members asked Karen to continue to look into the position and work on developing a job description. Susan can assist Karen with some sample descriptions and contacting other counties to inquire about their positions and compensation.

Commissioner Elkins left at 5:14 p.m.

Employee/Board Comments: None.

Extended Public Comments: None.

Meeting adjourned at 5:21 p.m.

Respectfully submitted:

[Signature]

Susan M. Vander Pol, County Coordinator