1. Public Hearing on 911 Service Plan Amendment at 9:15 a.m.

2. Meeting Called to Order by Chairperson.

3. Additions or Deletions to the Agenda – Approval of the Agenda.

4. Brief Public Comments (Three Minute Limit).

5. Employee/Board Comments.


7. Consider Payment of Claims.

8. Old Business:
   A. Consider Adopting 911 Service Plan Amendment – Karen Bluhm.
   B. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.

9. New Business:
   A. Discuss Community Development Department Functions – Dan Massy.
   B. Discuss C.O.A. Items – Scott Schryer:
      1. AAAWM Purchase of Service Agreement & Business Associate Agreement.
      2. AAAWM Memorandum of Agreement Diabetes PATH.
   C. Discuss Sheriff Purchase of Holsters – Justin Halladay.
   D. Discuss PA 116 Farmland Agreement/DeZeeua Harmony Acres LLC – Karen Bluhm.
   E. Discuss Circuit Court Clerk Step Increase – Karen Bluhm.
   F. Discuss Bulk Paper Purchase – Susan Vander Pol.
   G. Discuss 2016 Goals – Larry Emig.

10. Other Business:

11. Employee/Board Comments.

12. 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
FEBRUARY 2, 2016

The Committee meeting was called to order at 9:37 a.m. by Chairman Emig.


Also present: Deputy Craig Baumgartner, Scott Schryer-C.O.A, Director, Jeremy Beebe-E.M.S. Director, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk, and other members of the public.

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

Brief public comment: David Eggie, Sherman Township Supervisor, thanked the Board for their work and efforts to establish the new E.M.S. base in Tustin.

Employee/Board comment: None.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the current claims of the County in the amount of $54,970.85. Recommendation was unanimously supported.

Sheriff WMSRDC Transfer of Ownership Agreement
Deputy Craig Baumgartner showed Board members equipment received through a Homeland Security Grant. He explained how the equipment works retrieving information from cell phones and how it will be used by the department in investigations. He reported the software was also included and is upgradeable as updates become available. He explained the grant comes through our District 6 Region, so now the County needs to accept the equipment received. Discussion was held.

Recommended by Commissioner Wayne, seconded by Commissioner Nehmer, to accept the West Michigan Shoreline Regional Development Commission (WMSRDC) equipment, 1 – Cellebrite UFEDTouch and 1- Katana Lantern 4 and authorize the Chairman to sign. Recommendation was unanimously supported.

Sheriff West Michigan Mutual Aid Reciprocal Law Enforcement Agreement
Undersheriff Justin Halladay explained the West Michigan Mutual Aid Reciprocal Law Enforcement Agreement before the Board for approval. He advised how the agreement works and noted they have been a part of the group for many years. He also explained some of the benefits of the agreement. Discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to accept the West Michigan Mutual Aid Reciprocal Law Enforcement Agreement and authorize the Chairman to sign. Recommendation was unanimously supported.

E.M.S. Northwest Quadrant/Tustin Station
Jeremy Beebe, E.M.S. Director, advised that other than waiting for some paperwork from contractors, the project is complete.
E.M.S. Medical Transportation Agreement
Jeremy Beebe, E.M.S. Director, explained their annual agreement with Spectrum Health for patient transports. He noted it is an annual agreement, because the fees are based on the Medicare fee schedule.

Recommended by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the Medical Transportation Agreement and authorize the Chairman to sign. Recommendation was unanimously supported.

E.M.S. Bad Debt Report for 4th Quarter 2015
Jeremy Beebe, E.M.S. Director, asked the Board to approve their 4th quarter 2015 bad debt report in the amount of $51,833.31. A brief discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the EMS bad debt report for October, November and December of 2015. Recommendation was unanimously supported.

C.O.A. Marion Building Plan
Scott Schryer, C.O.A. Director, spoke to the Commissioners about proceeding with the renovation to the Marion Building. He asked to move forward in bidding out architectural drawings on the project. He also asked to place a dumpster in the facilities parking lot so they can start getting rid of materials inside that they do not need. Scott asked if we can use Landmark for the drawings since they gave us the engineering report? Discussion was held on how to proceed.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to waive the County’s Expenditure/Purchasing Policy and ask for quotes from Landmark Design and Hooker DeJong to perform Architect/Engineering services for the C.O.A. Marion project. Recommendation was unanimously supported.

C.O.A. United Way Grant
Scott Schryer, C.O.A. Director, asked to proceed with an application for a United Way Grant. He advised that he is asking for $30,000 for the upcoming year. Discussion was held.

Recommended by Commissioner Gregory, supported by Commissioner Nehmer, to submit a grant request for Commission on Aging for funding with United Way and authorize the Chairman to sign the application. Recommendation was unanimously supported.

C.O.A. Chair Purchase
Scott Schryer, C.O.A. Director, presented quotes from several vendors for the purchase of ten (10) new office chairs. He explained the condition of their current chairs and asked for approval of the matching bid from Integrity Business for $2,200.

Recommended by Commissioner Halladay, supported by Commissioner Tiedt, to purchase ten (10) chairs from Integrity Business in the amount of $2,200 for Commission on Aging with payment from line-item 280.120.989.000. Recommendation was unanimously supported.
C.O.A. Pitney Bowes Lease
C.O.A. Director, Scott Schryer, explained their Pitney Bowes Equipment lease has expired and since the equipment is outdated, he would like to enter into a new lease with Pitney Bowes for new equipment at a minimum price increase. Discussion was held.

Recommended by Commissioner Nehmer, supported by Commissioner Gregory, to approve the lease with Pitney Bowes for postage equipment at the Commission on Aging. Recommendation was unanimously supported.

WCMCA Meeting
Susan Vander Pol, County Coordinator, updated Board members on the upcoming WCMCA meeting to be held in our County. She reported Commission on Aging will be cooking the dinner for the evening. A brief discussion was held.

Budget Amendments & Journal Register Report from the County Treasurer
Commissioner Tiedt reviewed the budget amendments presented.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the budget amendments as presented and the December 2015 Journal Register Report from the County Treasurer. Recommendation was unanimously supported.

MERS 457 Plan
Karen Bluhm, County Clerk, spoke to the Board about adopting a second option for employees to participate in a 457 Plan. She noted MERS (Municipal Employees' Retirement System) spoke to the Board about their 457 Plan back in October and feels it is time to move forward, and explained why she believed the MERS plan was a good option. A brief discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the MERS Uniform 457 Supplemental Retirement Program Resolution and authorize the Chairman or County Clerk to sign any of the necessary paperwork or agreements for MERS. Recommendation was unanimously supported.

Appointment to Security Committee
Susan Vander Pol, County Coordinator, spoke about who the Board wanted to represent them on the Security Committee. She noted that in the past, the Chairman of the Safety Committee has been the one to serve. After discussion, it was decided that appointment will remain the same, with current Safety Committee Chair, Mark Gregory, serving.

44Navigator
County Clerk, Karen Bluhm, spoke to the Board about an employee tracking option for health care reporting offered by 44North. Karen reported the BS&A software will be at least $10,000 to do the tracking in conjunction with our payroll system. She has spoken with Jennifer Martin, at 44North, about their 44Navigator program and Jennifer has offered it, in conjunction with our current services, at no extra cost to the County. Discussion was held.
Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve utilizing the Navigator Program with 44N at the same T.P.A. bundled dollar amount the County is currently paying resulting in no extra cost to the County. Recommendation was unanimously supported.

Employee/Board Comment: None.

Extended Public Comment: Alan Gingrich, from LeRoy, spoke about a Friend of the Court Grievance Committee process.

Mr. Gingrich then reminded them, as a Road Commissioner, about upcoming meetings on March 22 and 23 with townships regarding funding township roads.

Moved by Commissioner Nehmer, seconded by Commissioner Tiedt, to adjourn at 11:03 a.m. Motion carried.

Karen J. Bluhm, County Clerk  Larry Emig, Chairman
OSCEOLA COUNTY EMERGENCY MANAGEMENT
Budget Amendment

TO: Osceola County Treasurer and Clerk

DATE: 2/2/2016

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

**REVENUE:**

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
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<tbody>
<tr>
<td>260-120-543.014 2014 HS Grant Revenue</td>
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<td>$15,900</td>
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<tr>
<td>260-120-543.001 Grant / Planning</td>
<td></td>
<td>$5,000</td>
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<tr>
<td>260-120-699.001 Appropriated Fund Balance</td>
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<td>$1,475</td>
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**EXPENSES:**

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<th>ACCOUNT NUMBER</th>
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<td>260-120-982.014 2014 HS Grant Expense</td>
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<td>$15,900</td>
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<tr>
<td>260-120-702.003 Permanent Employees</td>
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<td>$5,000</td>
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<tr>
<td>260-120-730.000 Federal CVMRC Expenses</td>
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<td>$1,475</td>
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Emergency Management Department

Department Head Signature

Board of Commissioners/Representative

Recorded □ Motion/Resolution :

Budget Amendment #: 
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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<th>FUND</th>
<th>General ( )</th>
<th>245 Capital ( )</th>
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**REVENUE:**

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<tr>
<th>ACCT. NAME</th>
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<tr>
<td>App Fund Balance</td>
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**EXPENSES:**

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<tr>
<th>ACCT. NAME</th>
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<th>DECREASE</th>
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<tbody>
<tr>
<td>Capital Outlay</td>
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<tr>
<td>TOTAL</td>
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<td>$(2,200)</td>
<td>$(2,200)</td>
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**COA**

Department

Department Head Signature

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No.

Budget Amendment No.

Date

2-3-16
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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<td>___________</td>
<td>($_______)</td>
<td>($_______)</td>
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EXPENSES:

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<tr>
<td>TOTAL</td>
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<td>($ 4,400)</td>
<td>($ 4,400)</td>
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Deputy County Clerk

Board of Commissioners/Representative

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

EXPLANATION: Sheriff's Dept. $4,400 Donation used towards hoist purchase. Carry-over from 2015 101.301.620.009
### County of Osceola
### Budget Amendment

<table>
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<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>Fund 101</td>
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<td>Expenditures</td>
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<td>Dept 268-REGISTER OF DEEDS</td>
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<td>101-315-724.002</td>
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<tr>
<td>Dept 890 - CONTINGENCIES</td>
<td>TRANSFER - OTHER</td>
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<tr>
<td>101.890.999.005</td>
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<td>$1,185</td>
</tr>
</tbody>
</table>

**TOTAL**  
$1,185  
$1,185

---

**Various**  
Department

**Susan M. Van der [Signature]**  
Department Head Signature

**2-10-2016**  
Date

*Additional funds for SIA premium payments for 2016 budget based on new quote and employee changes.*

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**Board of Commissioners/Representative**

**Recorded ( ) Motion/Resolution No.**

**Budget Amendment No.**
MEMORANDUM

TO: AAWM PoS Providers

FROM: Doug McPherson- Provider Network Coordinator

DATE: 01/25/16

SUBJECT: AAWM PoS Agreement Renewal Effective 1-1-16

Enclosed please find the following documents:

✓ Two (2) revised PoS Agreements
✓ Two (2) Updated HIPAA Business Associate Agreements
✓ Attachment I- Service Definitions
✓ Attachment II-Conditions of Participation
✓ Attachment III- Service Need Levels Definition

Please sign and return one copy of the PoS Agreement and BAA in the enclosed envelope by February 29, 2016. Future payments for billed services will continue to be paid once the documents are returned.

Additionally, this cover letter contains a considerable amount of important information. Please read it completely and contact me if you have questions.

Because a PoS unit rate increase is going into effect retroactively to January 1, 2016 and the information has just been finalized, AAWM is asking you to alert your billing staff to NOT submit ANY Vendor Billing batches for January 2016 services until you have been notified by Bill Boes in our office via email that the rate increase has been implemented into our Vendor Billing system.

Please understand we recognize your desire to be paid promptly. By contract, we have 30 days to do so. However, if you process January billing prematurely causing corrections and manual billings to be submitted at a later date, you will be creating additional work for both agencies that will surely cause future payments to be later than you desire. We are working diligently to update all of the rates and plan for this work to be done by February 5. Bill Boes will send an email to Vendor Billing users when processing may be submitted.

Here are the change highlights for the enclosed new PoS Agreement:

- Retroactive to January 1, 2016, unit rates are increased on the MiChoice Waiver funded services by about 3.5% on average to the most services, including CLS, Respite, HDM’s, PDN and Nursing Services (LPN & RN), and Chore. Overall, State CM and Millage funded service rates were higher than MiChoice Waiver services already and did not get an increase. Further, in order to streamline bill processing
unit rates were rounded so that the last digit in the unit rate ended with a “5” or a “0” and outliers were identified and common sense was applied in a few instances.

- Language in the PoS Agreement was changed to reflect the MDHHS change from the participant Priority Classification System to the Service Need Level system.
- The new Service Needs Level System is included as Attachment III.
- To promote participant safety, language was added to the Conditions of Participations (section 5.6 e) so that service providers can’t stop services for a Service Need Level I (A, B, or C) participants on short notice except in situations of staff jeopardy.
- Condition of Participation 3.4 was edited to include the actual state definition for a MI Choice Waiver Critical Incident and address the service provider’s notification responsibility.

If you have any questions, please feel free to contact me at 616-222-7058 or doug@aaawm.org.

Sincerely,

[Signature]

Doug McPherson
Provider Network Coordinator
Area Agency on Aging of Western Michigan
AREA AGENCY ON AGING OF WESTERN MICHIGAN
PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (this “Agreement”) is made as of January 1, 2016 between the Area Agency on Aging of Western Michigan, Inc., a Michigan nonprofit corporation, whose address is 3215 EagleCrest Dr. NE, Grand Rapids, Michigan 49525-7005 (“AAAWM”), and Osceola County Commission on Aging a Not-For-Profit, whose address is 732 W. U.S. 10 P.O. Box 594, Evart, MI, 49631 (“Provider”).

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

2. Term of Agreement. The term of this Agreement shall begin on January 1, 2016, and shall continue indefinitely until amended or terminated in accordance with its terms.

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

4. AAWWM Responsibilities.

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

(b) AAWWM will pay the Provider for services provided under this contract within 30 days after approval of Provider’s bill by AAWWM.

(c) AAWWM will include Provider in its listing of approved service providers.

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

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

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

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

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

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

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

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

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

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

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

6. **Termination**

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

(b) Upon termination of this Agreement, AAAWM shall remove Provider's name from its list of approved service providers.

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

7. **Hold Harmless.** Provider shall protect, defend, indemnify and hold AAAWM and the Michigan Department of Community Health, and each of their respective officers, directors, agents and employees, harmless from and against all liabilities, damages, costs and expenses (including attorneys' fees) that either AAAWM or the Michigan Department of Community Health may incur as a result of any of the activities of the Provider, its employees, contractors or agents, arising out of or relating to the Agreement.
8. **Insurance.** At all times during the term of this Agreement, Provider shall maintain such policies of insurance as will fully protect the Provider against any liability imposed upon Provider arising out of the performance of work of any nature carried out by Provider, or anyone directly or indirectly employed by Provider, under this Agreement. Such coverage shall include, as appropriate to the operations of Provider, public liability and property damage insurance, worker’s compensation insurance, facility insurance, unemployment insurance, personal liability insurance, professional liability insurance, bonding insurance, general liability insurance, property and theft coverage insurance, and no-fault vehicle insurance. Upon request, Provider shall promptly provide AAAWM with such evidence of such insurance coverage as AAAWM reasonable deems necessary to ensure Provider’s compliance with this Paragraph 8.

9. **Independent Contractor.**

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

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

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

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

11. **Audit Compliance.**

(a) Provider shall permit AAAWM, Federal, or State auditors to inspect books and records related to this Agreement and Provider shall retain said records for at least six (6) years after the termination of this Agreement.

(b) If, prior to the expiration of the six (6) year retention period, any litigation or audit is begun, or a claim is instituted involving this Agreement covered by the record, the Provider shall retain the records beyond the six (6) year period until the litigation, audit finding, or claim has been finally resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Provider must maintain a current copy of the following forms with AAAWM:

(i) Purchase of Service Agreement;

(ii) Medicaid Assistance Provider Enrollment Agreement DCH-1625;

(iii) Assurance of Compliance with Applicable Laws;

(iv) Request for Taxpayer Identification Number and Certification form W-9;

(v) Business Associate Agreement;
(vi) Certificate of Liability Insurance;
(vii) Applicable license or certification as required by service standards;
(viii) Personnel records;
(ix) Staff Development records;
(x) Independent financial audit (if required); and
(xi) Annual internal evaluation (if required).


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

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

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

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

(e) AAAWM shall not accept bills that are more than 60 days old.

15. Attachments. The following attachments are incorporated into, and made a part of, this Agreement:

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

Attachment II – Conditions of Participation and Minimum Service Standards

Attachment III – Service Need Levels Definition

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

By ___________________________ DATE 2-16-16
Authorized Signature
Osceola County Commission on Aging

Larry Emig, Chairman
Printed Name Board of Commissioners

By ___________________________ DATE: 01/01/2016
Area Agency on Aging of Western MI, Inc.
Thomas E. Czerwinski, Director
## I. Service and Bidding Information- Effective January 1, 2016

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

### Billing Type/Benefit Type

#### Care Management/AAA WM CM or HIS

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

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<th>Abbr Code</th>
<th>Billing Code</th>
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<th>Cost Details</th>
<th>Boundaries Specifics</th>
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<td>S5150</td>
<td>$4.20</td>
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</table>
Business Associate Agreement

This Business Associate Agreement ("Agreement") is being entered into between the Area Agency on Aging of Western Michigan, Inc. (AAA WM) ("Covered Entity") and Osceola County Commission on Aging ("Business Associate") to facilitate compliance with the Privacy and Security Rules. It is also being entered into between the parties to facilitate compliance with the HITECH Amendment to HIPAA. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

Article I

Definitions

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

1.1 Business Associate

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

1.2 CFR

"CFR" means the Code of Federal Regulations.

1.3 Covered Entity

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

1.4 Designated Record Set

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

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

1.6 **HIPAA**

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

1.7 **HITECH Amendment**

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

1.7.1 **OMNIBUS Final Rule**

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

1.8 **Individual**

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

1.9 **Privacy Rule**

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

1.10 **Protected Health Information (PHI)**

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

1.11 **Required By Law**

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

1.12 **Secretary**

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

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

1.14 **Security Rule**

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

**Article 2**

**Obligations and Activities of Business Associate**

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

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

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

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

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

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

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

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

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

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

2.6 Business Associate agrees to ensure that any agent, including the subcontractor, to whom it provides Protected Health Information received from, or created, or transmitted or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity’s electronic PHI.
2.7 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

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

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

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

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

Article 3

Permitted Uses and Disclosures by Business Associate

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

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

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

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

Article 4

Obligations of Covered Entity

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

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

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

Article 5

Term and Termination

5.1 Term

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

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

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

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

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

5.3 **Effect of Termination**

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

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

**Article 6**

**Miscellaneous**

6.1 **Notice**

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

Area Agency on Aging of Western Michigan, Inc.
Contact Person: HIPAA Privacy Officer – Suzanne Filby-Clark
1279 Cedar, N.E.
Grand Rapids, MI 49503

Business Associate:

Osceola County Commission on Aging

Contact Person: Scott Schryer
P.O. Box 594
Evart, MI 49631

6.2 Regulatory References

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

6.3 Amendment

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

6.4 Survival

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

6.5 Interpretation

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

6.6 Successors

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

6.7 Indemnification

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

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

6.8 No Beneficiaries

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

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

By ___________________________ Dated: 01/01/2016

Its Executive Director

And ___________________________

Osceola County Commission on Aging
(Business Associate)

By ___________________________ Dated: 2-16-16

Its Larry Emig, Chairman
Board of Commissioners
Memorandum of Agreement  
Between  
Area Agency on Aging of Western Michigan  
And  
Osceola County Board of Commissioners

Purpose
Together, the parties enter into this Memorandum of Agreement (Agreement) to mutually promote and facilitate the Diabetes PATH Workshop (Stanford’s Diabetes Self-Management Program).

Period of Agreement
This Memorandum of Agreement between the Area Agency on Aging of Western Michigan (AAAWM) 3215 Eaglecrest Drive NE, Grand Rapids MI 49525 and Osceola County Board of Commissioners 301 W Upton Avenue, Reed City MI 49677, is effective as of the signature date and will continue until October 31, 2016 unless the Agreement is amended or terminated by either party upon giving thirty (30) days prior written notice to the other party.

Contact Information
AAAWM Contact: Barbara Nelson-Jandernoa, Contract Coordinator  
Telephone: 616.222.7011  Email: Barb@aaawm.org
AAAWM Fiscal Contact: Jackie O'Connor, Assistant Director  
Telephone: 616.222.7002  Email: Jackie@aaawm.org
Osceola County Board of Commissioners Contact: Scott Schryer  
Telephone: 231.734.6009  Email: sschryer@osceolacoa.org

Responsibilities
1. The Osceola County Board of Commissioners will be responsible for facilitating two (2) Diabetes PATH workshops for older adults and adults with disabilities. As a result, a minimum of 5 participants per workshop will have successfully completed the PATH program.

2. The Osceola County Board of Commissioners will be responsible for promoting and marketing the Diabetes PATH program and scheduled workshops.

3. The Osceola County Board of Commissioners will be responsible for communicating class schedule changes with AAAWM.

4. If for any reason the Osceola County Board of Commissioners is unable to reach the agreed number of participants, the Osceola County Board of Commissioners will contact the AAAWM contact person to discuss strategies to reach a targeted goal and/or adjust the work plan.
5. The Osceola County Board of Commissioners will be responsible for completing the required reporting forms:

   a. Diabetes PATH Workshop Registration Form  
   b. Diabetes PATH Participant Consent  
   c. Diabetes PATH Participant Information Form  
   d. Diabetes PATH Evaluation Form  
   e. Diabetes PATH Attendance Log  
   f. Diabetes PATH Summary Form  
   g. Diabetes PATH Welcome Letter  
   h. Diabetes PATH Cover Sheet  
   i. Diabetes PATH Check List  
   j. Other reports as requested

Reimbursement

Reimbursement shall be made to the Osceola County Board Commissioners after completion of a workshop with a minimum of 5 completers, upon the receipt and acceptance of a copy of the Diabetes PATH required forms listed above in Responsibilities, Section Number 5. Forms should be sent to AAAWM, Attn: Jillian, 3215 Eaglecrest DR NE, Grand Rapids MI 49525 or jilliann@aaawm.org within one (1) week of the end of the workshop.

AAAWM Reimbursement Services

- AAAWM will reimburse the Osceola County Board of Commissioners, using the following pay structure:
  
  o $2,500 per workshop with a minimum of 16 participants who successfully completes the Diabetes PATH Workshop (4 out of 6 sessions).
  
  o $2,000 per workshop with a minimum of 10 participants and a maximum of 15 participants who successfully completes the Diabetes PATH Workshop (4 out of 6 sessions).
  
  o $1,500 per workshop with a minimum of 5 participants and a maximum of 9 participants who successfully completes the Diabetes PATH Workshop (4 out of 6 sessions).

- AAAWM will reimburse the Osceola County Board of Commissioners, the amount of one (1) $25 gift card per participant who completes the Diabetes PATH Workshop (4 out of 6 sessions). A copy of the receipt of purchased gift cards must be sent to AAAWM, Attn: Jillian, 3215 Eaglecrest DR NE, Grand Rapids MI 49525 or jilliann@aaawm.org within one (1) week of the end of the workshop along with the paperwork listed above.
Term of Agreement

Effective as of the signature date and will continue until October 31, 2016 unless the Agreement is amended or terminated by either party upon giving thirty (30) days prior written notice to the other party.

Termination & Amendments

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.

Thomas Czerwinski
Executive Director
Area Agency on Aging of Western Michigan

Date

Larry Emig
Chairman, Board of Commissioners
Osceola County

Date
Osceola County Commission on Aging

2015 Annual Report

These are notes to accompany the charts describing the services rendered by the COA in 2015.

1. Congregate Program – As our meal sites receives more notice our numbers are growing we have increase 1,171 meals in the past two years
2. Home Delivered Meals – Increase in this service was due to increase demand, 2 year total of 4,972.
3. Case Coordination and Support Services – This increase is a direct result of the other services increasing, all services require RN oversight.
4. Personal Care – Increase in this service was due to increase demand, 1070 hour increase over 2 years.
5. Homemaking – Increase in this service was due to increase demand, 1442 hour increase over 2 years.
6. Medicaid Waiver – There was a minor decrease in this service due to the level of care required. As this is a service that is reimbursement after completion this does not affect our budget. This service has decreased 2 years in a row.
7. Respite Care - Increase in this service was due to increase demand, 1325 hour increase over 2 years.
8. Evidence Based Health Promotions: Minor change.
9. Project Fresh / Senior Green – The best way to track this service is redemption rate with went down slightly in 2015. We are reviewing the program to see what we can do.
10. Medical Transportation – Between the employee and volunteers we increase 18,934.2 miles a 30% increase in 1 year.

- The 2015 budget was 1,060,731.73 which was up from 2014 by 65,525.47, but still down by (14,887.99) from 2011 which was 1,075,619.72.
- Staffing increased by 2, we went from contracting a cook to hiring one and added an extra Home Health Aide.
- VA services continue to grow with a realize amount $16,235 up nearly $6,000 from 2014.
- Average age for in-home services 79.6 with 233 clients an increase of 37 from 2014.
- Average age for nutrition services 78.2 with 263 clients an increase of 16 from 2014.
- Average age for transportation services 76.3 with 64 clients an increase of 4 from 2014.
- Turnover for 2015 – 5 of 35 positions or 14%, all part time staff. In exit interviews all fell under one of the following categories: Retired 2, Went to Full-Time 1, Resigned in lieu of Termination 2, Fired 0. In comparison 2014 we had 11 or 33%, 2013 had 12 or 36%, 2012 had 11 or 33%.
Osceola County Commission on Aging
2015 Annual Report

Revenue Sources

- **Federal** 20%
- **State** 15%
- **Program Income** 11%
- **V.A.** 2%
- **Millage** 51%

<table>
<thead>
<tr>
<th>Staffing</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration (Director, Administrative Assistant, Fiscal Manager, Maintenance)</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Nutrition Program</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>In Home Services</td>
<td>16</td>
<td>17</td>
</tr>
<tr>
<td>Transportation</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Volunteers (For all programs)</td>
<td>34</td>
<td>41</td>
</tr>
<tr>
<td>Social Services</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

Senior Service Programs are funded in part through grant funding provided by Region VIII Area Agency on Aging, Office of Services to the Aging, DHS, VA, and United Way.

*Medical Transportation Provided by COA Staff and Van 11,833 Miles of Service/ Change from 2014 1,070 Increase

1. **Congregate Program:** Located at 4 meal sites providing a hot meal three days a week. Activities also take place promoting socialization and health education.
   - 7,590 Meals Served
   - Change from 2014 825 Increase

2. **Home Delivered Meals:** We provide hot meals four days a week with a Wednesday and weekend frozen meal to homebound seniors.
   - 25,904 Meals Served
   - Change from 2014 3,116 Increase

3. **Case Coordination and Support Services:** Registered Nurses meet one on one with each senior in their home to discuss available in-home, nutrition, and related services.
   - 2,920 Hours of Service (23)
   - Change from 2014 859.33 Increase

4. **Personal Care:** Provides in-home assistance with bathing and other personal hygiene needs.
   - 2101.5 Hours of Service
   - Change from 2014 701.25 Increase

5. **Homemaking:** Provides assistance with light housekeeping duties such as vacuuming and dusting.
   - 3892 Hours of Service
   - Change from 2014 110 Increase

6. **Medicaid Waiver:** In-home services to older adults and individuals with disabilities who are eligible for nursing home care.
   - 2967 Hours of Service
   - Change from 2014 85 Decrease

7. **Respite Care:** Provides temporary relief for the primary caregiver of chronically ill clients who cannot or should not be left alone.
   - 4212.5 Hours of Service
   - Change from 2014 800.5 Increase

8. **Evidenced Based Health Promotion:** Provides educational information through the Matter of Balance and Path Diabetes programs.
   - 54 Clients Served
   - Change from 2014 1 Increase

9. **Project Fresh / Senior Grown:** Nutrition programs assisting seniors in getting fresh fruits and vegetables.
   - 88.5% Redemption
   - Change from 2014 3% Decrease

10. **Medical Transportation:** Provides transportation to and from medical appointments by volunteer drivers.
    - 69,947.2 Miles of Service
    - Change from 2014 17,864.2 Increase
# QUOTE

**Sold To**
OSCEOLA COUNTY SHERIFF'S OFFICE
325 WEST UPTON AVENUE
REED CITY, MI 49677

**Ship To**
OSCEOLA CO. SHERIFF'S OFFICE
325 WEST UPTON AVE.
ATTN: JOHN KEATHLEY
REED CITY, MI 49677

(231)832-2288

**DEPT QUOTE**

<table>
<thead>
<tr>
<th>Order #</th>
<th>Date</th>
<th>Rep ID</th>
<th>Order No.</th>
<th>Ord Date</th>
<th>Ship Via</th>
<th>Terms</th>
<th>Inv No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>00780645</td>
<td>01/18/16</td>
<td>DMK/JM</td>
<td>000000000</td>
<td>02/05/16</td>
<td>NET 30/DRP</td>
<td>NET 30 DAYS</td>
<td></td>
</tr>
</tbody>
</table>

**DEPT QUOTE**

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Quantities</th>
<th>Units</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAFARILAND 6280-8321-48 RIGHT HAND SLS MID-RIDE LVL II RETENTION HOLSTER FOR GLOCK19 W/ TLR-1 HL BASKETWEAVE</td>
<td>Ordered 20.00000</td>
<td>Shipped .00000 EACH</td>
<td>92.460</td>
<td>1849.20</td>
</tr>
<tr>
<td><strong>NO FREIGHT CHARGE ON STREAMLIGHT STRE69260</strong> STREAMLIGHT TLR-1 HL INCLUDES RAIL LOCATING KEYS FOR GLOCK STYLE, 1913 PICATINNY, S&amp;W 99/TSW AND BERETTA 90TWO. LITHIUM BATTERIES. BOXED. MTMR</td>
<td>Ordered 1.00000</td>
<td>Shipped .00000</td>
<td>.000</td>
<td>.00</td>
</tr>
<tr>
<td><strong>SHIPPING ACCOUNT FEDEX ACCOUNT NUMBER IS 3359-3976-0 AND OUR UPS ACCOUNT 04A83F</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>QUOTED BY JENNIFER ABLES KIESLER POLICE SUPPLY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*(continued on next page)*

---

**CUSTOMER COPY**

<table>
<thead>
<tr>
<th>Non-Taxable</th>
<th>Taxable</th>
<th>Sales Tax</th>
<th>Freight</th>
<th>Misc</th>
<th><em>Invoice Total</em></th>
</tr>
</thead>
</table>

**RETURNED GOODS POLICY**
No returned goods will be accepted without prior consent. Any packages returned without proper displaying a return authorization number will be refused. All returned goods will be subject to a restocking fee.

**DEFECTIVE MERCHANDISE POLICY**
We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

**DAMAGED GOODS POLICY**
Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.
# QUOTE

**Sold To**
L10086

**Ship To**
OSCEOLA CO. SHERIFF'S OFFICE
325 WEST UPTON AVENUE
REED CITY, MI 49677

(231)832-2288

**ATTN: ACCOUNTS PAYABLE**
OSCEOLA COUNTY SHERIFF'S OFFICE
325 WEST UPTON AVENUE
REED CITY, MI 49677

<table>
<thead>
<tr>
<th>Our Order #</th>
<th>Date</th>
<th>Rep ID</th>
<th>Order No.</th>
<th>Ord Date</th>
<th>Ship Via</th>
<th>Terms</th>
<th>Inv No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>00780845</td>
<td>01/18/16</td>
<td>DMK/ JJ</td>
<td>02/05/16</td>
<td>NET 30/DRP SHIP</td>
<td>NET 30 DAYS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Item/Description**
2802 SABLE MILL ROAD
JEFFERSONVILLE, IN 47130
QUOTE IS VALID FOR 30 DAYS

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Quantities</th>
<th>Units</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
</table>

**CUSTOMER COPY**

<table>
<thead>
<tr>
<th>Non-Taxable</th>
<th>Taxable</th>
<th>Sales Tax</th>
<th>Freight</th>
<th>Misc</th>
<th>Subtotal</th>
<th><em>Invoice Total</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>4471.20</td>
<td>.00</td>
<td>.00</td>
<td>35.00</td>
<td>.00</td>
<td>4471.20</td>
<td>4506.20</td>
</tr>
</tbody>
</table>

**RETURNED GOODS POLICY**
No returned goods will be accepted without prior consent.
Any packages returned without properly displaying a return authorization number will be refused. All returned goods will be subject to a restocking fee.

**DEFECTIVE MERCHANDISE POLICY**
We are not a warranty repair station for any manufacturer.
Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

**DAMAGED GOODS POLICY**
Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.
Michigan Police Equipment  
6521 Lansing Road  
CHARLOTTE MI 48813  
Phone 517-322-0443 * Fax 517-322-0491  

QUOTE TO:  
Osceola Co.  
JKEATHLEY@OSCEOLA-COUNTY.ORG

PRICE QUOTATION  
Date: 1/27/16  

QUOTE BY: Kali Whitney  
Kali Whitney

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>Each</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAFARILAND GLOCK 19 WITH LIGHT SLS LEVEL II RETENTION HOLSTER 6280-2832-131 RH 6280-2832-132 LH</td>
<td>20</td>
<td>$96.00</td>
<td>$1,920.00</td>
</tr>
<tr>
<td>STREMLIGHT TLR-1HL 630 LUMENS</td>
<td>23</td>
<td>$125.00</td>
<td>$2,875.00</td>
</tr>
</tbody>
</table>

***SHIPPING CHARGES ARE ADDITIONAL***
Please note that due to unstable fuel surcharges, all written and verbal freight estimates are subject to change.

Shipping  
Terms Net 30 Days  

Prices Valid Through  

| Total | $4,795.00 |

INCLUDED
Bill To
Osceola County Sheriff Department
325 West Upton Street
Reed City, Mi 49693

Ship To
Osceola County Sheriff Department
Attn: Sgt Lockhart
325 West Upton Street
Reed City, Mi 49953

<table>
<thead>
<tr>
<th>Sales Rep</th>
<th>Account #</th>
<th>Terms</th>
<th>Expiration Date</th>
<th>Shipping Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>MW</td>
<td>1437</td>
<td>Net 30</td>
<td>2/13/2016</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safariland 6280-8321-481 Mid Ride, Level II Retention for Pistols, Black, STX Tac Basketweave, Right Hand, for Glock 17, 22 4.5&quot; BBL W/ ITI M6 or M3 Light 19, 23 4&quot; BBL</td>
<td>20</td>
<td>99.95</td>
<td>1,999.00T</td>
</tr>
<tr>
<td>Streamlight 69260 TLR-1 HL Tactical gun mount light, Includes Rail Location Keys for Glock style, 1913 Picatinny, S&amp;W 99/TSW and Beretta 90two. Lithium batteries, boxed</td>
<td>23</td>
<td>122.50</td>
<td>2,817.50T</td>
</tr>
</tbody>
</table>

* Shipping charges are additional. Please note that due to unstable fuel surcharges, all verbal and written freight estimates are subject to change.

Sales Tax (0.0%) $0.00
Total $4,816.50

This is a quotation on the goods named, subject to the conditions noted below:
1. Pricing is good for 30 days unless otherwise noted.
2. Please include the quote number on all correspondence to insure proper pricing when ordered/purchased.
3. To accept this quotation, please sign and return.

Customer Signature ___________________________
DATE: January 10, 2016

TO: Board of Commissioners

FROM: Susan Vander Pol, County Coordinator

RE: 2016 Bulk Paper Purchase

Bids are requested annually for the purchase of paper supplies as there is a substantial cost savings when the paper supply is purchased in bulk. This year five vendors were contacted, with five submitting bids. MiDeal pricing through OfficeMax was also researched, but was higher pricing than the five bids received.

Each County department is contacted by e-mail and provided a Paper Supply Request Form to see if they wish to participate in the bulk paper purchase. There are fourteen departments participating this year.

The following is a summary of bulk paper supplies purchased over the past eight years:

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Cases</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008:</td>
<td>198</td>
<td>$5,173.14</td>
</tr>
<tr>
<td>2009:</td>
<td>215</td>
<td>$5,975.25</td>
</tr>
<tr>
<td>2010:</td>
<td>213</td>
<td>$6,089.88</td>
</tr>
<tr>
<td>2011:</td>
<td>257</td>
<td>$7,430.79</td>
</tr>
<tr>
<td>2012:</td>
<td>229</td>
<td>$6,499.59</td>
</tr>
<tr>
<td>2013:</td>
<td>201</td>
<td>$5,742.55</td>
</tr>
<tr>
<td>2014-2015:</td>
<td>241</td>
<td>$7,506.75</td>
</tr>
</tbody>
</table>

The departments requested a total of 219 cases for the 2016 bulk purchase. Several of the departments this year did not need to order paper and will use their supply in storage. The County departments are continuing to work to reduce the number of cases of paper ordered by scanning documents, e-mailing, viewing reports online, etc.

For the past eleven years the Board of Commissioners has approved Integrity Business Solutions, LLC as the bulk paper provider for the County and the company has been very accommodating if there are any issues with the products they have sold to us. Their bid is $94.32 higher ($6,191.37) than the bid of Great Lakes Office Products ($6,097.05) and $37.56 higher than the bid of Staples ($6,153.81). However, Great Lakes’ bid did not include the requested 96 brightness level and substituted the lesser expensive 92 level. Staples will not hold the price as requested. Integrity will hold their prices to 8/9/2016, store the paper for us and their paper is of a premium quality with the 96 brightness level. I would ask you to recommend approving the bid from Integrity Business Solutions in the amount of $6,191.37 for the 2016 Bulk Paper Supply. A better quality paper creates less problems when used in our multi-function equipment.

Thank you.

SMV/jkw
# 2016 BULK PAPER VENDOR BIDS

<table>
<thead>
<tr>
<th>PAPER SIZE</th>
<th># OF CASES</th>
<th>SHEETS PER CASE</th>
<th>UNIT PRICE PER CASE</th>
<th>PER SHEET COST</th>
<th>TOTAL COST</th>
<th>VENDOR NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 1/2 x 11 Copy Paper Letter 20 lb., 96 Brightness</td>
<td>196</td>
<td>5000</td>
<td>$30.21</td>
<td>0.0060</td>
<td>$5,921.16</td>
<td>Central Michigan Paper Co.</td>
</tr>
<tr>
<td>196</td>
<td>5000</td>
<td>$28.20</td>
<td>0.0056</td>
<td>$5,527.20</td>
<td>Contract Paper Group, Inc.</td>
<td></td>
</tr>
<tr>
<td>196</td>
<td>5000</td>
<td>$26.95</td>
<td>0.0054</td>
<td>$5,282.20</td>
<td>Great Lakes Office Products</td>
<td></td>
</tr>
<tr>
<td>196</td>
<td>5000</td>
<td>$27.95</td>
<td>0.0056</td>
<td>$5,478.20</td>
<td>Integrity Business Solutions</td>
<td></td>
</tr>
<tr>
<td>196</td>
<td>5000</td>
<td>$28.49</td>
<td>0.0057</td>
<td>$5,584.04</td>
<td>Staples</td>
<td></td>
</tr>
<tr>
<td>8 1/2 x 11 3-Hole Punched Letter 20 lb., 92 Brightness</td>
<td>8</td>
<td>5000</td>
<td>$29.70</td>
<td>0.0059</td>
<td>$237.60</td>
<td>Central Michigan Paper Co.</td>
</tr>
<tr>
<td>8</td>
<td>5000</td>
<td>$33.00</td>
<td>0.0066</td>
<td>$264.00</td>
<td>Contract Paper Group, Inc.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>5000</td>
<td>$41.95</td>
<td>0.0084</td>
<td>$335.60</td>
<td>Great Lakes Office Products</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>5000</td>
<td>$41.99</td>
<td>0.0084</td>
<td>$335.92</td>
<td>Integrity Business Solutions</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>5000</td>
<td>$29.99</td>
<td>0.0060</td>
<td>$239.92</td>
<td>Staples</td>
<td></td>
</tr>
<tr>
<td>9 1/2 X 11 Computer Printout Paper 20 lb., White, 1-Ply Blank (Micro Perf.)</td>
<td>15</td>
<td>2700</td>
<td>$32.40</td>
<td>0.0120</td>
<td>$486.00</td>
<td>Central Michigan Paper Co.</td>
</tr>
<tr>
<td>15</td>
<td>2700</td>
<td>$33.42</td>
<td>0.0124</td>
<td>$501.30</td>
<td>Contract Paper Group, Inc.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>2400</td>
<td>$31.95</td>
<td>0.0133</td>
<td>$479.25</td>
<td>Great Lakes Office Products</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>2300</td>
<td>$25.15</td>
<td>0.0109</td>
<td>$377.25</td>
<td>Integrity Business Solutions</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>2500</td>
<td>$21.99</td>
<td>0.0088</td>
<td>$329.85</td>
<td>Staples</td>
<td></td>
</tr>
</tbody>
</table>

**Total Cases: 219**

**Bidder**

<table>
<thead>
<tr>
<th>PO's</th>
<th>6 Month Lock-In Price</th>
<th>Shipping</th>
<th>Bid Amount</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Michigan Paper Co.</td>
<td>One PO</td>
<td>no - 3.5 mos.</td>
<td>none</td>
<td>$6,644.76</td>
</tr>
<tr>
<td>Contract Paper Group, Inc.</td>
<td>PO for each order</td>
<td>yes</td>
<td>Yes, on partial pallet (40 case minimum)</td>
<td>$6,292.50</td>
</tr>
<tr>
<td>Great Lakes Office Products &amp; Business Furniture</td>
<td>One PO</td>
<td>no - 3.5 mos.</td>
<td>none</td>
<td>$6,097.05</td>
</tr>
<tr>
<td>Integrity Business Solutions, LLC</td>
<td>One PO</td>
<td>yes</td>
<td>none</td>
<td>$6,191.37</td>
</tr>
<tr>
<td>Staples Contract &amp; Commercial, Inc.</td>
<td>One PO but invoice for each delivery</td>
<td>no - 3 mos.</td>
<td>none</td>
<td>$6,153.81</td>
</tr>
</tbody>
</table>

**Summary:**

* Great Lakes Office Products has the lowest bid but they can only hold the price for 3.5 months and the copy paper is of a lower quality at 92 brightness (versus 96 that was indicated in the request for bid).
* Staples is the second lowest bid however they will invoice for each paper delivery and can only hold their prices to 5/9/16.
* Integrity has been used by the County for over 10 years. They will store the paper for us and hold the price until 8/9/2016.
  Several departments use Integrity for office supplies and they always work with us to keep our prices down.
* Recommend Integrity Business Solutions be awarded the bid.